



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
Phone #:24362200 Fax #: 0091-011 24364106/24362773

www.mmtclimited.gov.in,

GLOBAL NOTICE INVITING TENDER

Global Tender No.MMTC/MIN/2014-15/FEMN/EXP/01 Dated 12th June 2014

MMTC invites global e-tender for export of High Carbon Ferro Manganese of Indian Origin from interested overseas buyers. The last date of submission is at 1400 hrs on 3rd July, 2014.

The complete details of the e-tender are available at MMTC's website www.mmtclimited.gov.in and Govt. website at <http://eprocure.gov.in>

Addl. General Manager (Min)



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
Phone #:24362200 Fax #: 0091-011 24364106/24362773

www.mmtclimited.gov.in

Dear Sirs,

Global e-tender for export of High Carbon Ferro Manganese of Indian Origin

Established in 1963, MMTC Limited, a Government of India Enterprise is a leading international trading company. It is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals from India. For Further details please visit our website at www.mmtclimited.gov.in

As per trade policy of Government of India for the period 2009-2014, export of High Carbon Ferro Manganese (HC Fe Mn) is under open general license (OGL).

MMTC Limited undertakes export of HC Fe Mn to overseas market by procuring the items from the Indian suppliers on back to back basis. MMTC invites global tender in two bid system for export of High Carbon Ferro Manganese from the interested bidders. The bidders are requested to submit their offers as per the tender documents. The last date of submission of tender is at 1400 hrs IST on **3rd July, 2014**

The overseas bidders shall submit their Technical bids along with supporting documents in a sealed envelope in the tender box and the Price Bid in electronic mode in MMTC's E-portal <http://mmtc.eproc.in>. Price bid may also be submitted in physical mode at MMTC Corporate Office at New Delhi.

The bidders shall super scribe the name of the company, contact person, phone, fax, e-mail address, Tender no. and closing date. Incomplete offer or offer received after the closing time and date shall be rejected.

Please send your offer addressed to Shri L. M. Bagga, Additional General Manager, Minerals Division at the below mentioned address to reach latest by 1400 hrs IST on **3rd July, 2014**.

MMTC LIMITED
Corporate Office
SCOPE Complex, Core 1
7 Institutional Area
Lodhi Road
New Delhi 110 003

THANKING YOU,

Addl. General Manager (Min)



A Govt. of India Enterprise
Touching Lives, adding value

Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India

SECTION – I

Sub : Tender for export of High Carbon Ferro Manganese FOB JNPT (Thru ICD NAGPUR)

1. **Product** : High Carbon Ferro Manganese
2. **Quantity** : 500 MT (+/- 10%) at Seller's option
3. **Bid Quantity** : Bids have to be submitted for entire Lot. Tolerance of Lots (+/-10%)
4. **Specification** :

Chemical	Typical	Min	Max
Mn	77%	76%	
Phos	0.30%		0.30%
Carbon	7.50%		7.50%
SiO ₂	1.0%		1.0%
Sulphur	0.02%		0.02%
Size	25-50 mm (90% min)		

5. **Packing** - In 1 MT Jumbo bags in 20' Containers.
6. **Origin** –India, Manufactures M/s Manganese ore India Limited Nagpur(MOIL)
7. **Shipment** –July-August 2014
8. **Weighment** – As per Bill of Lading.
9. **Mode of Sale** – FOB, JNPT Mumbai (Empty Containers to be provided at ICD Nagpur. Internal Haulage charges onto Seller)
10. **PRICE (To be quoted)**

The bidders shall quote; Prices in USD PDMT FOB JNPT Port, Mumbai India (In containers) for High Carbon Ferro Manganese. Please see Price Bid format at Annexure III. The price bids shall be submitted in electronic/physical mode.

11. EARNEST MONEY DEPOSIT

Bidders are required to submit **EMD @USD 5000** in the form of a bank guarantee (Proforma enclosed at Appendix –I) through a scheduled commercial bank (other than Gramin bank and Co-operative bank) in Delhi (or NCR), India in favour of MMTC Limited. The BG should be valid till 31-09-2014. BG issuing bank should forward the original BG directly to MMTC. Bidder should submit a copy of the BG along-with technical bid.

12. ELIGIBILITY CRITERIA

Bidder shall fulfill the following criteria and submit supporting documents in a tender box kept in MMTC, New Delhi Office.

- i) Credit rating: Minimum 'satisfactory' or equivalent (i.e. from D&B, S&P, Moody's, ICRA, CRISIL, CARE etc.). The credit rating report shall not be older than one year i.e. issued on or after 31st July, 2013.
- ii) Bidder shall submit an Earnest Money Deposit (EMD) @USD5000 in the form of Bank Guarantee (BG format enclosed at Appendix - I). Bid bond conditions are exempted for such buyers who have purchased Chrome ore/ concentrate or manganese ore from MMTC during any of the FY 2011-12 / 2012-13 / 2013-14 satisfactorily.
- iii) Bidder shall submit an undertaking to make 100% payment through an irrevocable at sight letter of credit with TT reimbursement clause. (Format enclosed at Appendix - III)
- iv) MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of Earnest Money deposit, performance guarantee bond and establishment of letter of credit towards the value of cargo.

13. Payment Term

The buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable and without recourse to the drawer workable letter of credit payable at sight to cover 100% value of the cargo with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on **25th February 2014** by bankersalmanac.com link <http://www.bankersacuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks. Letter of credit shall be in favour of the sellers/beneficiaries (MMTC Limited, MMTC House, Plot No. C-22, Bandra Kurla Complex, Mumbai – 400 051) and shall remain valid for minimum 45 days after latest date of shipment. The said letter of credit shall be established within 10 calendar days from the date of issuance of signed sale contract by MMTC to the buyer. The LC shall be advised through State Bank of India Mumbai, India, Swift no. The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 98% shipment value within 21 days after bill of lading date at the counter of LC negotiating bank. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee.

The buyer shall indicate approx. dates of availability of containers at ICD, Nagpur, for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

LC shall be acceptable to MMTC is from any of the top 50 banks (ranked on **25th February 2014** by bankersalmanac.com link <http://www.bankersacuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks. attached Appendix IV. In case L/C is opened from any bank not in the list of MMTC, seller shall get the L/C confirmed. Confirmation charges shall be borne by the buyer.

14. Sampling , Analysis and Moisture

At the time of **loading in container at Indian port**, M/s Mitra S.K. Pvt Ltd. or M/s Superintendence company of India (Private) Ltd. or M/s K C Sharma, or M/s Italab shall be appointed to undertake quantity and quality analysis. Successful buyers may, at his expense, send his representative to be present at the time of such sampling. The analysis thus determined shall be final and the basis for making out the invoice and Load port results shall be final and binding for payment. The load port Bill of Lading quantity shall be final.

15. Title and Risk

MMTC shall retain title and ownership of the material until final payment including interest, if any, has been received in full by MMTC. The risk shall pass to buyer in accordance with INCOTERMS 2010.

16. VALIDITY

The bidders shall keep their bids valid for a period of 20 (ten) calendar days from the date of closing of e-tender excluding the date of closing. In case the 20th day falls on a holiday or remains closed for the seller, such bids will be deemed to be automatically extended to be valid up to the next working day of seller.

17. EVALUATION OF BIDS

MMTC shall evaluate technical bids of the bidders received within due date in tender box. The bidder may submit price bids in electronic/physical mode. Thereafter, MMTC shall open the price bids of those bidders who have qualified in their technical bids. MMTC shall award the contract to the successful bidder (H1) for each lot separately. In case, there is more than one H-1 bidder, contract will be awarded to the bidder who has procured maximum quantity of minerals from MMTC during 2010-11 to 2012-13.

18. Award of Contract – MMTC may award the contract to the highest bidder (H1) subject to reconfirmation and fulfillment of all tender requirements. MMTC and the successful bidder shall enter into a Contract within 5 working days from the date of issuance of Draft contract by MMTC, else the EMD shall be forfeited.

19. DUE DATES

Submission of Technical Bids and Price Bids: 03.07.2014 by 14.00 hrs IST
Opening of Technical Bid : 03.07.2014 by 14.30 hrs IST
Opening of Price Bid : 04.07.2014

20. MODE OF SUBMISSION OF TENDER

- 20.1** The bidder shall participate in the tender through physical mode for Technical bid (ANNEXURE 1) and EMD ONLY. **PRICE BIDS (ANNEXURE 2) MAY BE SUBMITTED THRU ELECTRONIC/PHYSICAL MODE.**
- 20.2 PROCEDURE FOR PARTICIPATING IN E-TENDER**
E-tender is available on MMTC E-procurement website www.tenderwizard.com/MMTC for online bidding process. For this, bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal www.tenderwizard.com/MMTC (a one time activity)
- 20.3 PROCEDURE FOR OBTAINING DIGITAL CERTIFICATE**
The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital Certificate is given in the website www.tenderwizard.com/MMTC. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.
- 20.4 PROCEDURE FOR REGISTERING IN E-PROCUREMENT PORTAL**
The bidder will have to register with MMTC's E-Procurement portal. For registering, please visit to www.tenderwizard.com/MMTC and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below. For any assistance on e-bidding process, please contact Mr. Pradeep S R, First Level Contact: Tender Wizard Help Desk – email id pradeep.sr@antaressystems.com, mobile phone 91- 9686196751 OR Mr. Yogesh email id yogesh.m@antaressystems.com, yogesh.m@antaressystems.com, mobile phone 91-9686196755.
- 20.5 Bidder shall submit their offers separately in the following two-bid format:**
I) PART A (Physical mode) : Technical Bid and EMD
II) PART B (Electronic/Physical mode).: Price bid
- 20.6 Part – A: TECHNICAL BID : (Physical Form only)**
Bidder shall fulfill the eligibility criteria as stated at Para 13 and submit the following supporting documents in tender box.
a) Signed Tender documents
b) Filled up Format (ANNEXURE 1)
c) EMD in the form of BANK GUARANTEE
d) D&B Report
e) Letter of undertaking for Letter of Credit

The above documents are required to be submitted physically in sealed envelopes to be dropped in Tender box, by due date and time so as to reach Shri L. M. Bagga, Additional. General Manager, **Mineral Division, MMTC Ltd., Core 1, SCOPE Complex, 7 Institutional Area, New Delhi 110 003**

20.7 PART-B: PRICE BID: (ELECTRONIC/PHYSICAL MODE) The bidders shall submit their price bids in electronic mode at MMTC E portal at www.tenderwizard.com/MMTC. The bidder shall submit price bids separately for lot-wise as per price bid format enclosed at Annexure II. The price shall be quoted in USD PDMT FOB JNPT Port as per tender in the price bid format.

Price bid of only those bidders, who qualify in Technical bid and EMD submitted, shall be considered for evaluation. Price bids of successful bidder (Technical) will be opened as per due date. Incomplete offer or offers received after the closing time and date shall not be accepted.

20.8 Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.

21. GENERAL CONDITIONS

21.1 Subject to the term and conditions set out herein, sale shall be made to the highest bidder FOB basis only. Seller reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions or correction in the catalogue and/or additions or deletions of items being offered for sale are binding on the bidder.

21.2. Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder is well aware about the Foreign Trade Policy of Govt. of India. The cargo shall be imported from the associate supplier of MMTC and all terms & conditions shall be on back to back basis with our supplier. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of e-tender including the amendments if any, prevailing at the time of e-tender. Seller and **Antares System Pvt. Limited** will not entertain any complaints or objections once bid is placed.

21.3 Seller and **Antares System Pvt. Limited** do not give warranty or guarantee of the quality, quantity, measurement, condition chemical composition of each individual item/s or lot/s that form the e-tender cargo and about its "end use" or fitness for a particular purpose. The seller also reserves the right to debar such bidder from participating in any future e-tender of MMTC or any other action as deemed fit.

21.4 MMTC shall have the right and authority to review / modify / amend any condition / format of e-tender.

21.5 If for any reason, the buyer fails to send the signed Sale Agreement, MMTC reserves the right to encash the EMD available with MMTC.

21.6 MMTC reserves the right to accept or reject any or all tenders or to re-tender at MMTC's sole discretion without assigning any reasons. Incomplete offer or offers received after the closing time and date shall not be accepted. The complete details of the tender enquiry are available at MMTC's website www.mmtclimited.gov.in and <http://eprocure.gov.in>

22 ARBITRATION :

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. The arbitration proceeding shall be conducted in accordance with the rules of arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order. The applicable laws shall be law of India.

ANNEXURE 1

(TECHNICAL BID)

Sl. No	Document	Details
1	Company Name, Address, Tel No, Fax No, E Mail Id etc of the Bidder	
2	Signed / Stamped Copy of Tender Document (uploaded / by courier).	
3	Payment Details (EMD) / BG Details	
4	D & B Report enclosed (DUNS Number)	
5	Signed copy of Tender documents enclosed	

Signature
Date
Place

ANNEXURE -II

Price Bid in electronic/physical mode

PRICE BID (FOB JNPT)

1	Product	High Carbon Ferro Manganese
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity (+/- 10%)	500 MT
5	PRICE IN USD PER MT FOB JNPT	
6	Validity of Price	24 TH JULY 2014

Signature

Date

Place

ANNEXURE – I

SECTION - II

Appendix-I

BANK GUARANTEE FOR EMD

(On a stamp paper of applicable amount to be executed by a Delhi / NCR Branch of a Scheduled Bank other than Gramin Bank or Cooperative Bank)

Bank Guarantee No. _____
REF No.

Date _____

MMTC LIMITED,
Core -1, Scope Complex,
7, Institutional area,
Lodi Road,
New Delhi-110 003.

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids vide High Carbon Ferro Manganese of Indian Origin Global E-Tender (hereinafter referred to as Invitation to Bids) for sale of 500 MTs +/-10%
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to USD 5,000.00 (US Dollars Five thousand only) for each lot in favour of MMTC, Mumbai in the form of a Bank Guarantee of USD 5,000.00 for each lot with a validity upto **30th September 2014 and claim period upto 31st October 2014.**
3. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of US\$5,000.00 for each lot with a validity **30th September 2014 and claim period upto 31st October 2014** and that the Bidder M/s. _____:-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the sale contract forwarded by MMTC within 5 calendar days.
 - c) shall in the event of the offer being accepted by MMTC, bidder will establish an irrevocable at sight Letter of Credit in favour of MMTC (within 10 calendar days from the date of issuance of signed sale contract) in the form indicated in the said Invitation to e-Tender covering full value of the quantity of High Carbon Ferro Manganese at the price and on the terms accepted by MMTC.
 - d) shall further arrange to provide containers within 15 days signed sale contract.
 - e) Any other conditions as stipulated by MMTC from time to time.
4. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, Mumbai, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ 5,000.00 (US

Global Tender No.MMTC/MIN/2014-15/FEMN/EXP/01 Dated 12th June 2014

Dollars five thousand only) for each lot. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

5. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 5,000.00 (US Dollars five thousand only) for each lot without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC, Mumbai across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ 5,000.00 (US Dollars five thousand only) for each lot.
8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
10. The liability of this bank shall discharge upon receipt of US\$ 5,000.00 (US Dollars five thousand only) for each lot by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force till **30th September 2014 and claim period upto 31st October 2014** and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

Appendix-III

(On Company Letterhead)

Dated: _____

To,

The Chief General Manager (Minerals),
MMTC Limited,
Corporate Office,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodi Road,
New Delhi-110 003(INDIA)

Sub: Undertaking on Letter of Credit.

Dear Sir,

We hereby agree and undertake that we shall establish an irrevocable 100% at sight Letter of Credit with TT reimbursement clause towards full value of contracted quantity (including tolerance of +10%) in favour of MMTC Limited within 10 calendar days from the date of issuance of signed sale contract by MMTC Limited. LC shall be opened from a bank acceptable to MMTC (i.e. from any of the bank mentioned in the appendix VI of tender. In case, we fail to establish workable LC, MMTC Limited shall be at liberty to invoke Earnest Money Deposit or performance guarantee and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)