

NIT No. MMTC/BBN/QUARTZITE/NINL-RM/02/2014-15 Date -24/09/2014

Last Date of submission of Bids : 15/10/2014 at 13:30 Hours

OPEN TENDER NOTICE FOR PURCHASE OF QUARTZITE (10-50MM)

(MINE OWNERS ONLY)

PART-I

MMTC Limited, A Government of India Enterprise, Sub-Regional Office at Kalinga Road, Barbil - 758 035, P.O. Barbil, Dist. Keonjhar (Odisha) having its Regional Office at Alok Bharati Complex, 7<sup>th</sup> Floor, Sahidnagar, Bhubaneswar - 7 invites sealed tender in two bids system from mine owners only for supply of QUARTZITE for our Integrated Steel Plant, Neelachal Ispat Nigam Limited, at Kalinga Nagar Industrial Complex, Duburi - 755026, Jajpur, Odisha, with the following specifications/terms and conditions :-

The bidders are required to submit their sealed tenders on or before 15/10/2014 by 13:30 Hrs in the Tender Drop Box kept in Mineral Section, MMTC Limited, Barbil. The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. One envelope for Technical bid containing documents mentioned under eligibility criteria, including a copy of this tender (Part - I) duly signed by the bidder with official seal on each page and Second envelope for Price Bid containing only quoted price per MT on Ex-NINL plant delivery basis in INR, duly signed by the bidder with official seal, in the prescribed price bid (Part - II of this tender). The entire information including technical bid and price bid should be type written/downloaded from website without any change. Any deviation/changes etc, from above procedure in submission of bids, will lead to rejection of the bids straightway apart from actions as deem fit. The technical bid will be opened on 15/10/2014 at 15.30 Hours and price bid of technically qualified bidders will be opened subsequently. Both the technical bids and price bids(if possible) shall be opened on 15/10/2014 where the bidders or their authorised representatives if desired, may witness the opening of tenders at our office. In case bidders fail to depute their representative during such opening of bids, no subsequent complaint or representation would be entertained relating to the tender process.

ELIGIBILITY CRITERIA :

- i) Self certified copy of Mining Lease Deed
- ii) Self certified copy of IBM registration certificate.
- iii) Self certified xerox copy of PAN Card
- iv) VAT/CST Registration certificate as applicable(the certificate should invariably indicate the commodity dealt by the supplier).
- (v) Service Tax Registration Certificate..
- (vi) **EMD:** Rs. 1,00,000.00 (Rupees One Lakh) only in form of Demand Draft/ Banker's Cheque favouring MMTC Limited, payable at Barbil.
- (vii) All the pages of the tender notice i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions.

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If any wrong information with regard to eligibility criteria or otherwise is furnished by the bidder, such bidders will be black listed and prohibited to enter into any commercial transaction of any nature with MMTC in future.

**MAIN FEATURES OF THE TENDER :**

**Clause : 1. Commodity :**

(A) QUARTZITE (WMT basis)

**(B) SPECIFICATIONS :**

**CHEMICAL COMPOSITION**

SiO<sub>2</sub> : 97% Min.

Rejection below 97%

**PHYSICAL COMPOSITION.**

SPECIFIED SIZE : 10 to 50 MM

+ 50 MM : 5% Max. Above the limit  
penalty on fraction pro rata basis on  
base price

- 10 MM : 5% MAX. Above the limit  
penalty on fraction pro rata basis on  
base price.

The base price shall be increased by single pro-rata to the price for each 1% above 97% SiO<sub>2</sub>. Lots analysing below 97% of SiO<sub>2</sub> shall be treated as off grade ore and rejected. Only token payment @ of Rs 1 per MT shall be made for such off grade material.

**Clause : 2 . Quantity :** QUARTZITE : 4000 MTs (+/-) 10%.

**Clause: 3: Delivery Schedule:**

600 MTs( Minimum) per month during the period **October,2014 to March,2015**( up to 31.03.2015) . MMTC reserves the right to extend the delivery period and allot optional quantity as per the requirement of NINL.

**Clause:4: Delivery Point** : NINL plant delivery basis.(Raw material yard of NINL plant) Jajpur Road, Duburi.

**Clause:5: Terms & Mode of Delivery :**

Supplies to be made by Road movement. The supplier has to ensure loading of material in the Lorry fit for loading of Quartzite and arrange packing of doors properly to prevent losses of cargo en-route destination. The supplier must clean each and every Lorry before loading of the material to avoid any contamination.

**Clause:6: Price:**

- i) All inclusive price shall be in Indian Rupees per M/T on F.O.R NINL plant delivery basis. The rate will remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. **The price shall also be inclusive of Royalty and Labour Welfare cess but exclusive of VAT, entry tax and Central Sales Tax as applicable as per the prevailing rates.**
- ii) Buyer has to bi-furcate the invoice showing Cargo value and transportation charges to determine service Tax involvement and payment thereof by the supplier/buyer.

Any variation in the rate of taxes, labour welfare cess and sales tax or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence by the supplier. The price offered shall be valid till the completion of delivery of total quantity .

**Clause: 7: Penalty** As mentioned in the specification clause . Deduction in price will be Rs. 23.00 per WMT on the quantity of over size ore in excess of the contractual specification. Rs. 30.00 per WMT for undersize ore in excess of 5%.

**Clause:8: Weight Determination:**

- i)The weight of the Quartzite supplied on Ex-plant basis shall be determined on the basis of weight recorded at destination weighbridge i.e. NINL plant weighbridge for payment purpose.
- ii) Other Govt. liabilities if any, related to despatch of material shall to the seller's account.

**CLAUSE NO :9 : SAMPLING AND ANALYSIS:** Samples of quartzite shall be drawn from each lorry at unloading point. The same shall be screened and crushed on lot basis consisting of 300 MTs per lot for determination of physical and chemical composition by NINL plant as per specification at Clause No. 1 (A) in presence of the sellers representative if desired. The result as per NINL plant shall be binding for payment & all purpose.

**Clause :10: PAYMENT:**

In case of supply of Quartzite from outside the State of Odisha, NINL will be the Buyer and shall directly place purchase order to the supplier based on the lowest/competitive rates as arrived at by MMTC and after supply of goods,

**Page:-4:-**

the supplier(s) shall issue commercial invoice directly to NINL(TIN No. 21731400956) under intimation to MMTC, Sub-regional Office, Barbil along with copies of Lorry Receipt and Analysis Report. NINL shall settle the bills directly or shall authorise MMTC, Sub-Regional Office, Barbil to settle the bills on behalf of NINL. Invoice shall be raised indicating (Base price + Transportation charges & Service Tax thereon ) plus CST.

*In case of supply from within the state of Odisha, MMTC Sub Regional Office, Barbil will be the buyer and shall issue Purchase Order to the seller and Seller shall raise commercial invoice to MMTC Limited, Sub Regional Office, Barbil (TIN No. 21471106607) Barbil, Dist Keonjhar, Odisha with following documents:- i) copy of Lorry Receipt & quantity certificate by NINL ,ii) Analysis report by NINL. Invoice shall be raised ( in case of procurement within Odisha) indicating (Base price + Transportation charges & Service Tax thereon ) plus VAT& Entry tax.*

- a) **Provisional Payment** : Buyer will release 90% payment on E-mode on the basis of weight and complete analysis report determined at NINL plant as per Clause Nos 8 & 9. The supplier has to furnish details of Bank Account and other details in writing to MMTC / NINL in the prescribed format. **The Bank charges for RTGS payment will be borne by the Seller having account other than State Bank of India.**

**(b) Final Payment:** The Buyer will release balance 10% payment along with the Security Deposit of Rs.10.00 Lakh on satisfactory completion of execution of contract.

**Clause :11: Inspection :**

Inspection at Buyer's option will be done at mines by Buyer's representative. This will , however , not absolve the Seller of their responsibility for supply of the material as per contractual specifications.

**Clause:12:Consignee** : The seller shall consign the material in favour of M/s. Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi-755026, Dist .Jajpur, Odisha A/C. MMTC Limited, Barbil and the TPs issued accordingly.

**Clause:13:Default in Delivery** : In the event of any default in the delivery schedule or non-performance of the contract by the seller , the Buyer reserves the right to purchase the defaulted quantity involved from the market in which event the contract shall be deemed to have been executed to the extent of such quantities bought at Seller's risk. Additional cost, if any, in the risk purchase including all incidental expenditures in connection therewith shall be paid by the Seller to the Buyer promptly in the manner required by the Buyer immediately on receipt of a demand from the buyer.

**Clause: 14 Security**

(a)In case of supplies from within the state of Odisha, the successful bidder (s) will submit security deposit of Rs. 10,00,000/- (Rupees ten lakh only) in form of Pay order or Demand Draft issued by any nationalized bank in favour of "MMTC Limited" payable at Barbil.

(b) In case of supplies from outside the state of Odisha, the successful bidder (s) will submit security deposit of Rs. 10,00,000/- (Rupees ten lakh only) in form of Pay order or Demand Draft issued by any nationalized bank in favour of "Neelachal Ispat Nigam Limited" payable at Bhubaneswar.

On receipt of the above security deposit, the contract shall be executed and EMD shall be returned to the successful bidder. The unsuccessful bidders shall also get back their EMD (s) after 7 working days from the date of Purchase Order issued to the successful bidder(s).

**Clause:15. Arbitration :** All disputes or differences in connection with this NIT or the execution thereof shall be settled by mutual negotiation. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this NIT or the validity or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and Award made in pursuance to the provision of Arbitration & Conciliation Act 1996 thereof shall be binding on the parties. Venue of the arbitration shall be Bhubaneswar. The General Manager, MMTC, Bhubaneswar will nominate Arbitrator.

**Clause:16. Force Majeure :**

If at any time during the existence of the contract either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, floods, earthquake, cyclone, **plant shut down - restrictions** or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfilment of any obligations shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfil its obligations under the present contract must within 10 days of occurrence of any of the causes mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. For the supplier certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the Seller for not performing their obligations under the contract.

**Clause:17.Authorisation of Agent /Representative:** For the bid(s) submitted by agents/representatives, the name, address and specimen signature of their principal is to be furnished along with a letter of authority issued by the principal authorizing the agents/representatives to participate on their behalf.

**Clause: 18.Contract:** The tender schedule as above forming part of the contract should be signed by the bidder on each page and furnished along with the technical Bid as token of acceptance. Written contract shall be required to be signed /stamped by the party within 10 days of MMTC's purchase confirmation letter.

**Clause:19.Submission of Tender Bid :** The bid ( s ) is / are to be submitted in closed envelopes in following manner:

- a) Techno Commercial Bid: One closed envelope (super scribing "Techno-Commercial Bid") for Technical bid containing documents mentioned under eligibility criteria, including a copy of this tender (Part -I) duly signed by the bidder with official seal on each page.
- b) Price Bid : Second closed envelope (super scribing "Price Bid") for Price bid containing only quoted price per MT on Ex-NINL plant, Duburi, Jajpur (Odisha) delivery basis in INR, duly signed by the bidder with official seal, in the prescribed PRICE BID (Part-II of this tender).
- c) Both the closed envelopes put in one closed envelope super scribing "Tender NIT NO.MMTC/BBSR/QUARTZITE/NINL-RM/02/2014-15 dated 24/09/2014 for supply of Quartzite for NINL", to be dropped in the Tender Box kept in the Mineral Division, MMTC Limited, Sub-Regional Office, Barbil on or before 15 / 10/2014 by 13:30 hours.

**Clause No.20: General**

(a) For evaluation of the bid, the landed cost at NINL plant , Duburi, Jajpur shall be considered.

(b) MMTC limited reserves the right to cancel or reject any or all bids without showing any reason whatsoever and the decision of MMTC Limited in this respect shall be final and binding & not liable to be questioned in any court or before any authority.

(c ) The quantity mentioned under Clause no. 2 shall be split, if required, among 3 (Three) eligible bidders in ascending order, provided they match L1 Landed cost. Such order split shall be in the ratio L1:L2:L3::60%:25%:15%. In case, both the L-2 and L-3 bidders do not accept L-1 price, then the entire quantity shall be offered to L-1 bidder. In case, either of the L-2 and L-3 bidders accept L-1 price, then the ratio shall be L-1 : L-2/L-3 :: 70%:30%.

**Clause No.21: Termination of Contract**

The buyer may at any point of time by notice in writing summarily terminate the contract without any complain whatsoever to the seller

- i) In the event of insolvency of the seller/insolvency of any partner of the seller's firm/dissolution of the seller's firm/winding up of the sellers company on appointment of receiver.

- ii) If the seller commits the breach of the contract even though not specifically provided for herein, provided always that such determination shall not prejudice any right of action or remedy which shall accrued or shall accrue thereafter to the buyer and provided also that the seller shall be liable to compensate the buyer for damages, claims, losses and expenses etc.

**Clause No.22: Validity:**

The tendered price/rate will remain valid for 240 days from the date of opening of the tender (price bid), for acceptance by MMTC Ltd.

**Clause No. 23: Integrity Pact:**

The successful Bidder shall be required to sign an Integrity Pact as Annexure- I with MMTC which will be a part of the tender.

The details of tender will be available in the MMTC website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) & Govt e-procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in).

MMTC limited  
B A R B I L

Accepted.

(End of Technical Bid portion)

NIT No. MMTC/BBN/QUARTZITE/NINL-RM/02/2014-15 Date - 24/09/2014  
(Last Date of submission of Bids : 15/10/2014 at 1330 Hours)

PART-II

PRICE BID

- 1) ALL INCLUSIVE PRICE IN INDIAN RUPEES -----PER MT ON F.O.R NINL PLANT DELIVERY BASIS \* ( Base Price + Transportation charges + service Tax) + VAT + Entry Tax OR ( Base Price + Transportation charges + service Tax) + CST as applicable.

\*.The rate will remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. All inclusive price in INR . . . . . per M/T on F.O.R NINL plant delivery basis . **The price shall also be inclusive of Royalty and Labour Welfare cess but Exclusive of VAT, entry tax and Central Sales Tax as applicable which will be as per the prevailing rates.** Any variation in the rate of taxes or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of Buyer, subject to submission of documentary evidence by the supplier to that effect. The price offered shall be valid till the completion of delivery of total quantity. The bidder has to mention the element of VAT / CST, Entry Tax, Base price, transportation charges, service tax amount separately in the footnote of the price bid.

The price offered shall remain valid till 31.03.2015 for acceptance by MMTC .

F.N:-

Place:-

Authorised Signature of  
the Bidder with Official seal

Date:-