

NIT No.MMTC/BBN/LIME STONE /NINL-RM/1/2015-16 Dated 09/06/2015
Last Date of Submission of Bids : 30/06/2015 at 13 : 30 Hours
OPEN TENDER NOTICE FOR PURCHASE OF LIME STONE BF GRADE(10-50)MM SIZE

MMTC Limited, A Government of India Enterprise, having its Sub-Regional Office at Kalinga Road, Barbil – 758 035, P.O. Barbil, Dist. Keonjhar (Odisha) invites sealed tender on behalf of **Neelachal Ispat Nigam Limited(NINL)** in two bid system from **Mine Owners / Importers** for supply of Lime stone BF grade basis 48% CaO, for supply to, NINL at Kalinga Nagar Industrial Complex, Duburi - 755 026, Jaipur, Odisha, as per following specifications, terms & conditions :-

The Bidders are required to submit their sealed tender on or before **30/06/2015** by 13:30 Hrs in the Tender Drop Box kept in Minerals Section, MMTC Limited, SRO, Barbil. The offer (s) is / are required to be submitted in **two separate sealed envelopes** i.e. one for Technical bid containing documents as mentioned under Eligibility Criteria and second for Price Bid containing only quoted price per MT in INR for material tendered with name of loading station and price per MT. The technical bid will be opened on **30/06/2015** at 15:30 Hours and price bid of technically qualified bidders will be opened subsequently. Bidders can depute their authorized representatives during opening of technical and price bids, if they desire. In case bidders fail to depute their representative during such opening of bids, no subsequent representation would be entertained relating to the tender process. This NIT is available in MMTC & Govt. Web sites i.e.(www.mmtclimited.com & <http://eprocure.gov.in>). The NIT can be downloaded from the websites and the bidders are required to submit the bids as per tender so downloaded without any change/modification/alteration/deletion etc. In case of any changes in the NIT come to notice subsequently by MMTC, the same will be rejected summarily.

Clause No. 01 :: ELIGIBILITY CRITERIA :

In order to become eligible to participate in the above Tender, prospective bidder(s) must submit self attested copies of following documents along with Technical Bid :-

(A)MINEOWNERS. (i) Self certification by Mine owners / Copy of Mining lease deed with validity period. (ii) IBM Registration Certificate ; (iii) PAN card ; (iv) VAT Registration Certificate clearly indicating the commodity being dealt ; (v) CST Registration Certificate for Lime stone. (vi) Office address with Fax/e-mail ID/ Telephone Number, (vii) Service Tax Certificate (optional) (viii) 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.

(B)IMPORTERS (i) Trade Licence under concerned Mining Circle. (ii) IBM Registration Certificate. (iii) Country of Origin (iv) Import/Export Code with validity period (v) Bill of Lading (vi) Bill of Entry of Imported Lime Stone should be duly assessed by Custom Authorities after 01/04/2015. (vii) PAN Card (viii) Load port analysis report. (ix) VAT Registration Certificate clearly indicating commodity being dealt. (x) CST Registration for Lime Stone (xi) Documentary evidence (DTR meeting report) revealing availability of 20% quantity of Tender

quantity excluding material for pending indents; (xii) Office address with E-Mail ID, Fax No & Phone No (xiii) Service Tax Registration Certificate (Optional) (xiv) All the pages of tender notice must be stamped & signed by the bidder and submitted with technical Bid as a token acceptance of the terms and Conditions.

1.2. EMD of Rs.1 Lakh in the form of Demand Draft / Banker's Cheque favouring MMTC Limited, payable at Barbil. The unsuccessful bidder shall be refunded their EMD after 5 working days from the date of work order issued to successful bidder(s).

1.3. KYC COMPLIANCE: Name, address, Mobile Numbers, signed copy of Pan Card/Voter ID/Passport/Aadhar card of Proprietor/Partners/ Directors along with list of partners (in case of Partnership) and Directors (in case of Limited Company) to be submitted.

1.4. Integrity pact (in prescribe format - Annexure – I).

In case wrong information/documents with regard to the eligibility criteria or otherwise are furnished by any bidding party, the bidder shall be debarred from entering into any commercial transaction of any nature with MMTC, for a period of one year which may be extended up to three years.

Clause No. 02 Commodity : Lime Stone BF Grade WMT basis by Rail

SPECIFICATIONS :

Chemical Composition

Physical Composition

CaO	48% basis. Rejection below 47%. Acceptable upto 47% with penalty	Size 10-50MM)	
SiO ₂	5% Max. Rejection above 6%.	+50 MM	5%(Max.) acceptable up to 10% with penalty.
Al ₂ O ₃	1% Max. Acceptable up to 2% with penalty. Rejection above 2%.	-10 MM	5%(max) acceptable up to 10% with penalty.
Alkali	0.4% Max. Rejection above 0.4%		

In the event of deviation from the above specifications of Lime Stone, MMTC reserves right to cancel entire or part of the Purchase Order with or without penalty.

CLAUSE 3 : Quantity & Delivery period : 80,000 (+/- 10%) MTs PERIOD 01/07/2015 to 31/03/2016 as per MMTC's option.

3.1 Allocation of monthly quantity/rakes shall be as per buyers(NINL)'s option. Quantities can be increased or decreased on the basis of NINL's requirement and MMTC's option during the above period. Further, MMTC/NINL reserves right to extend/reduce the delivery period as per requirement of NINL. Allocation of rakes/Quantity shall be on monthly basis. In case of failure by the supplier to supply

allocated quantity/rakes during a particular month, the balance quantity/rake shall be carried forward to next month.

3.2. Delivery period for the undelivered quantities excluding the quantity that could not be delivered (Mining Permission obtained but indents not registered), may be extended at Buyer's option subject to acceptance of the price by the Seller available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

3.3. Those suppliers who have neither obtained mining permission / nor registered indent and cargo does not move in the same month, the EMD/Security Deposit of the concerned bidder to whom Purchase Order has been issued by NINL, shall be forfeited at the option of MMTC / NINL.

CLAUSE 4 : Loading point :

Nearest Railway siding of the supplier.

CLAUSE 5 : Destination :

Railway Siding of Neelachal Ispat Nigam Limited, Duburi (NINS) Jajpur, Odisha.

CLAUSE 6 : Terms of Delivery : Lime Stone to be delivered on FOR loading station basis. Indent to be registered by the seller at the respective Railway sidings. Supplier has to ensure loading of material in the wagons fit for loading of Lime Stone and arrange packing of doors properly to prevent loss of cargo en-route destination. The supplier must clean each and every wagon before loading of the material to avoid any contamination of the material.

CLAUSE 7: PACKING & MARKING:

Material should be supplied loose, in wagons, if not otherwise advised, after closing the gaps in the wagons to prevent spillage etc.

CLAUSE 8 : Price:

Price shall be in Indian Rupees per WMT on F.O.R loading stations basis. The price shall be inclusive of Royalty and exclusive of cess, entry tax, VAT /Sales tax, any other Govt. levies which will be as per the prevailing rates. Any variation in the rate of Royalty, cess, ET and Sales tax/CST or imposition of any fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence to that effect by the supplier.

CLAUSE 9 : Penalty & Acceptable Limits : Lime Stone.

Item	Specification	Acceptable Limit	Penalty
CaO	48% Min	Less than 48% & up to 47%	@2% of base price for every 0.1% decrease or part thereof.
SiO ₂	5% Max	More than 5% & up to 6%.	@2% of base price for every 0.1% increase or part thereof, rejection above 6%
Al ₂ O ₃	1% Max	(acceptable up to 2% with penalty)	@2% of base price for every 0.1% increase or part thereof. Rejection above 2%

Physical Specification and Tolerance Limits:

Physical Properties			
Size	10-50MM		
-10MM	5% Max	Acceptable up to 10% with penalty.	@ 2% of base price for every 1% or part thereof increase.
+50 MM	5% Max	Acceptable up to 10% with penalty.	@ 2% of base price for every 1% or part thereof increase.

For rejected materials, a token price of Rs.1/- PMT shall be applicable. However, other elements like Royalty, a fixed amount of Rs.100/- PWMT towards Transportation Charges of material from Mines/ loading point to railway siding and loading into wagons, labour welfare cess & VAT/CST shall be applicable at actual.

CLAUSE 10 : Weight Determination :

10.1 In case of interstate transactions, the weight of Lime Stone supplied on FOR basis shall either be determined at loading station Railway Weighbridge or at any en-route Railway weighbridge and the nett weight mentioned in the R/R shall be final for payment

10.2 In case of intra-state transactions, the weight of the ore supplied on F.O.R basis shall be determined on the basis of weight recorded at Govt. approved road weighbridge at mines/en-route and quantity unloaded at the Railway Siding on the basis of Transit Permits statement duly certified by the representative of Mining Department shall be binding for payment purpose.

10.3 In case of imported Lime Stone the weight recorded at loading station, railway W/Bridges and the nett weight mentioned in the R/R shall be final for payment.

10.4 In case wagons are not weighed either at loading station Railway Weighbridge or at any en-route Railway Weighbridge, the weight determined on weight-volume-ratio by the public analyst at the loading station shall be final for all purpose. In case assessed quantity is more than the chargeable weight, payment will be restricted on the chargeable quantity mentioned in the Railway Receipt.

10.5 Payment of Railway dues such as, Punitive Charges, Dead freight etc shall be as per Railway Receipt. The Punitive charges and Dead freight if any payable to the Railways shall be shared 50:50 between the buyer and the seller subject to maximum of Rs.100/- per MT being the share of NINL/MMTC on chargeable weight of the rake. Demurrage charges due to delay in loading and over loading penalty due to loading of material in excess of permissible quantity of 68 MT per wagon, shall be to the seller's account. Further, other Railways liabilities, if any, related to the despatch of material shall be to the seller's account.

CLAUSE 11 : Sampling and Analysis of cargo :

At the loading point, an approved / recognized public analyst shall be appointed as independent analyst by the buyer who shall draw samples and analyze for the quantity loaded by the seller. The analyst shall determine the specifications (Chemical and Physical) of the Lime Stone for a full rake in three lots by giving analysis of elements, components as per required specifications. First 2 (two) lots shall be of 20 wagons each and the 3rd lot shall be for the balance wagons in the rake. The analyst shall provide an analysis certificate showing detailed analysis reports after completion of the lot indicating the weighted average of three lots.

Apart from above as and when required, joint sampling/analysis by a third party inspection agency nominated by MMTC/NINL would be undertaken at unloading point i.e. NINL plant and the results of the sampling analysis shall be binding for all purposes.

Drawing of samples at the time of loading of rakes for carrying out chemical and physical analysis shall be done by the public analyst appointed by the buyer. In case Buyer's representative does not turn up at the time of drawing of samples, the sample so drawn by the public analyst in the presence of seller's representative would be final and binding on the buyer.

Final sample packets prepared by the analyst by crushing, etc. will be divided into 7 (seven) parts and sealed separately in the presence of the representatives mentioned above. Out of above, two sample packets will be handed over to the representative of NINL, one to seller's representative and one will be retained by the public analyst to conduct the analysis. In case recourse has to be taken for umpire analysis, the fifth set of sample packets (i.e the umpire's sample) preserved under the safe custody of the analyst concerned, will be used and the balance two set of sample packets will be handed over to the representative of MMTC.

Cost of such sampling / analysis by the public analyst will be to the seller's account. In the event of recourse, cost of such analysis will be borne as stated in the umpire analysis clause appearing hereunder.

Umpire Analysis :

MMTC/NINL has the option to forward the sample packet for umpire analysis. Umpire analysis shall be final and binding on both parties (Seller and Buyer). *Umpire analysis cost shall be borne by the party whose analysis is more remote from the Umpire analysis. If the result of the analysis is equidistance from the original analysis the charges will be divided equally between the buyer and seller.*

CLAUSE 12 : Payment :

12.1 In case of supply of Lime Stone from outside Odisha State parties, NINL will be the Buyer and *shall issue* purchase order to outside Odisha supplier(s) based on the lowest/competitive rates as arrived at by MMTC and after supply of goods, the supplier(s) shall issue commercial invoice directly to NINL(TIN No. 21731400956) under intimation to MMTC along with copies of R/R and Analysis Report. NINL shall settle the bills directly or shall authorise MMTC,Barbil to settle the bills on behalf of NINL.

12.2 *In case of sales within the state of Odisha, MMTC will be the buyer and shall issue Purchase Order to the seller and Seller shall raise commercial invoice to MMTC Limited, (TIN No. 21471106607) Barbil, Dist Keonjhar, Odisha with following documents:- i) copy of original R/R ii) analysis certificate by third party analyst , iii) copy of "L" and "I" forms along with TP statement and copies of TPs.*

(a) Provisional Payment : Buyer will release provisional payment to the extent of 90% value of the cargo through E-mode on receipt of analysis report (CaO content only reported by third party analyst) appointed by MMTC . On the basis of weight determined as per CLAUSE 9 of this NIT against Invoice supported by Railway Receipt / Transit Permit issued by the Dept. of Steel & Mines, Govt of Odisha/MP. Seller will submit a detailed statement of Transit Permits showing quantity shifted from mine-head to the Railway siding. Besides, supplier shall comply with all statutory norms relevant for obtaining mining permission, rake loading, etc.

(b) Final Payment : Buyer will release the final payment after adjustment of provisional payment to supplier on E-Mode on the basis of weight and complete analysis report determined as per CLAUSE No 10. For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to MMTC in the prescribed format.

CLAUSE 13 : CST : CST at the applicable rate under CST Act 1956 and other Govt. levies, if applicable, shall be paid extra by the Buyer subject to production of documentary evidence.

CLAUSE 14 :Inspection : Inspection/pre-stack analysis of cargo at Buyer's option will be done at mine-heads by Buyer's representative. This will, however, not absolve the Seller of its responsibility for supply of the material as per contractual specifications.

CLAUSE 15 : 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.

CLAUSE 16 : Default in Delivery : In the event of any default in delivery schedule or non-performance of the contract by the Seller, the Buyer reserves the right to forfeit the security deposit.

CLAUSE 17 : Security : Successful bidder shall submit security deposit of Rs. 10,00,000.00 (Rupees Ten Lakh) only in the form of pay order or demand draft issued by any nationalised Bank *as per clause no. 17.1 or 17.2 below*. On receipt of the above security deposit, contract shall be executed and EMD shall be returned to the successful bidders.

17.1 In case of bidder within the state of Odisha, the required security deposit of Rs. 10,00,000/- (Rupees ten lakhs only) shall be submitted favouring "MMTC Limited, Barbil" payable at Barbil.

17.2 In case of bidder out side the state of Odisha, the required security deposit of Rs. 10,00,000/- (Rupees ten lakhs only) shall be submitted favouring "Neelachal Ispat Nigam Limited" payable at BBSR.

CLAUSE 18 : Arbitration : Any dispute or difference whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation of this contract or the validity or the breach thereof shall be settled by Arbitration by Sole Arbitrator to be nominated by The General Manager, MMTC, Bhubaneswar .The provision of arbitration and conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of the Arbitration shall be Bhubaneswar, Odisha.

CLAUSE 19 : Force Majeure :

In case 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, 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 instalment 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 cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. 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.

The delivery period in respect of undelivered quantities may be extended during the contractual period at Buyer's(MMTC's) option subject to acceptance of the price by the Seller available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

If no mutual agreement either for extension of time for supply of Lime stone or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

CLAUSE 20 : Authorisation of Agent/Representative :

For the bid submitted by agent / representatives, the name, address & specimen signature of their principal is to be furnished along with a letter of authority issued by the principal authorizing the agent/representatives to participate on their behalf.

CLAUSE 21 : Contract :

Tender documents forming part of the contract shall be stamped & signed by the bidder on each page and furnished along the Technical Bid as token of acceptance of the terms and conditions. The Purchase Order(s) to be issued by MMTC to the successful bidder(s)(incase of intra- state transactions) and incase of interstate transactions, NINL shall issue the Purchase Order which shall be duly stamped & signed by the supplier & submitted to MMTC/NINL.

CLAUSE 22 : Submission of Tender Bid :

The bid (s) is/are to be submitted in the following manner :

22.1 Techno-Commercial Bid : As per details given in Clause under Eligibility Criteria .

22.2 Price Bid : Price per WMT basis. Both the envelopes superscribing Part – I and Part-II separately for Tender NIT No.MMTC/BBN/LIME STONE/NINL-RM/1/2015-16 dated 09/06/2015 for supply of Lime Stone are to be put in one sealed envelope.

CLAUSE 23 : General :

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

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

23.3 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%.

23.4 In case of Interstate transaction MMTC will act as an agent for procurement of Lime Stone for NINL.

Clause No.24: Termination of Contract

24.1 The buyer may at any point of time by notice in writing summarily terminate the contract without any complaint whatsoever from the seller **OR**

24.2 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 **OR**

24.3 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.25: Validity:

The tendered price/rate will remain valid up to 31/03/2016 from the date of opening of the tender (price bid), for acceptance by MMTC Ltd.

The details of tender will be available in the MMTC website www.mmtclimited.gov.in & Govt e-procurement portal www.eprocure.gov.in.

Clause No. 26: 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.

MMTC limited
B A R B I L

Accepted

NIT No. MMTC/BBN/LIME STONE /NINL-RM/1/2015-16 dated 09/06/2015
Last Date of Submission of Bids : 30/06/2015 at 13 : 30 Hours

OPEN TENDER NOTICE FOR PURCHASE OF LIME STONE BF GRADE(10-50)MM SIZE

PART-II

PRICE BID

Price:

Price shall be in Indian Rupees _____ per WMT 48% CaO on F.O.R loading stations basis. . The price shall be inclusive of royalty and exclusive of cess, entry tax ,VAT/ Sales tax/CST, any other Govt. levies which will be as per the prevailing rates. Any variation in the rate of royalty, cess, ET and sales tax/CST or imposition of any fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence to that effect by the supplier

The price offered shall remain valid till 31/03/2016 for acceptance by the MMTC.

Place:

Signature of the Bidder with Official Seal

Date:

