



A Govt. of India Enterprise
Touching Lives, adding value

8, India Exchange Place, 4th Floor, National Insurance Building, Kolkata-700 001
Phone: (033) 2242-1252/1267/1261/7203, Fax: (033) 2242-1292
E-mail : mmtckol@mmtc.nic.in

NIT NO.MMTC/KOL/NINL/CONV/FA/2014-15/001 dated 16.09.2014

MMTC invites offers from interested bidders for selection as Processor for conversion of Manganese Ore to Silico Manganese . Last date of submission of tender is on 10-10-2014 at 1430 hours IST. The complete details of the tender enquiry are available at MMTC's website www.mmtclimited.com and at www.tenders.gov.in

Additional General Manager(Minerals)



8, India Exchange Place, 4th Floor, National Insurance Building, Kolkata-700 001
Phone: (033) 2242-1252/1267/1261/7203, Fax: (033) 2242-1292
E-mail : mmtckol@mmtc.nic.in

NIT NO.MMTC/KOL/NINL/CONV/FA/2014-15/001 dated 16.09.2014

SUB: TENDER FOR CONVERSION OF MANGANESE ORE INTO SILICO MANGANESE

MMTC Limited, A Government of India Enterprises , having its Regional Office at 8, India Exchange Place, 4th Floor, National Insurance Building, Kolkata-700 001 (here in after called the Principal/Owner) invites sealed Tender in two bid system for conversion of Manganese ore into Silico Manganese.

The bidder(s) are required to submit their sealed tender on 10.10.2014 **by 14.30 Hrs** in the at MMTC Limited, 8, India Exchange Place, 4th Floor, National Insurance Building, Kolkata-700 001.

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **last date of submission is on 10.10.2014 at 14.30 Hrs** and **price bid of technically qualified bidders** will be opened subsequently.

TERMS AND CONDITIONS OF THE TENDER ARE AS FOLLOWS:

1. ELIGIBILITY CRITERION

The bidder shall fulfill the following criteria:

- i. A Ferro Alloy producer / Trading Company with back-up arrangement with producer, for conversion of Manganese ore into Silico Manganese.
- ii. Has been in Ferro Alloy business for at least 3 years or Produced SiMn for at least 1 year. (Enclose supporting documents eg Copy of Excise Gatepass; Copy of Sales Tax Returns)
- iii. Shall furnish EMD of Rs 1,00,000/- (Rupees One Lakh Only) either in BG or through RTGS to MMTC, Kolkata.
- iv. Shall have requisite Certificate/License for production of Silico Manganese
- v. Shall have required Resources i.e. Men and Machineries declaration.
- vi. Shall have PAN No., TIN No., Service Tax No., EPF / ESI No etc.
- vii. Shall agree to furnish Performance Bank guarantee of Rs 1 crores in the form of BG or DD or through RTGS in favour of MMTC Limited, Kolkata.

2. SCOPE OF WORK

The Scope of Work is placed at Annexure 1.

3. MODE OF SUBMISSION OF BIDS

The bidder shall submit their offers separately in the following two-bid system:

- I) PART A: Technical Bid
- II) PART B : Price bid

Part A: The bidder shall enclose the following as part of Technical bid as indicated at Annexure I :-

- 1) Duly signed and stamped Tender documents.
- 2) A Ferro Alloy producer / Trading Company with back-up arrangement with producer, for conversion of Manganese ore into Silico Manganese.
- 3) Has been in Ferro Alloy business for at least 3 years or Produced SiMn for at least 1 year. (Enclose supporting documents e.g. Copy of Excise Gate pass; Copy of Sales Tax Returns)

Shall furnish EMD of Rs 1,00,000/- (Rupees One Lakh Only) either in BG or through RTGS to MMTC, Kolkata.

BENEFICIARY NAME : MMTC LIMITED ,

BENEFICIARY ADDRESS : 8 INDIA EXCHANGE PLACE KOLKATA -700001

BANK NAME : STATE BANK OF INDIA
CAG BRANCH , 34 JAWAHARLAL NEHRU ROAD,
KOLKATA-700071,

BANK ACCOUNT NO: 11051192270

IFSCODE: SBIN0009998

SWIFT : SBININBB175

4. Shall have requisite Certificate/License with reference to conversion Manganese ore into Silico Manganese.
5. Declaration of required Resources i.e. Men and Machineries declaration.
6. Shall have PAN No., TIN No., Service Tax No., EPF / ESI No etc.
7. Shall agree to furnish Performance Bank guarantee of Rs 1 crores in the form of BG or DD or through RTGS in favour of MMTC Limited, Kolkata.

Part B: The Bidder shall submit the Price bid as per price format at **Annexure- II** in another sealed envelope.

First Envelop superscribing “Techno-Commercial Bid: Part-I OF NIT NO.MMTC/KOL/NINL/CONV/FA/2014-15/001 dated 16.09.2014”

Second Envelop superscribing “Price Bid: Part-II of NIT NO.MMTC/KOL/NINL/CONV/FA/2014-15/001 dated 16.09.2014”

Both the above envelopes containing Techno Commercial Bid and Price Bid in Part –I & Part-II, shall be put in another envelop superscribing “NIT NO. NIT NO.MMTC/KOL/NINL/CONV/FA/2014-15/001 dated 16.09.2014

4. DUE DATE FOR SUBMISSION

The last date & time for submission of two bid tender along with above documents is 14.30 Hrs on 10.10.14 and opening of the same at 14.30 Hrs on the same day. The rates quoted by the Processors in the tender will remain valid for 60 (sixty) days from the date of opening the tender. There should not be any indication /mention of prices in the technical bid(Part-1) and if the same is found in Part -1, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid (Part-II) only.

5. AWARD OF CONTRACT

The Principal/Owner shall in normal course award the contract to the Lowest Bidder (L1) by taking all inclusive price bids of all functions. MMTC shall Benchmark with following Yield for bid evaluation :

		Units	Preferred Yield
1.	SiMn 65/15	Mn = 830	80%
		C = 420	
2.	SiMn 60/14	Mn = 760	80%
		C = 380	

In case a particular Processor wants to make offer for both the products, separate Price Bids have to be filled up separately.

MMTC may award the Contract to one or more Processors based on Total requirement. An agreement shall be entered between the Principal and the successful bidder detailing the terms and conditions. The successful bidder shall arrange to send the duly signed agreement within 5 days from the date of receipt of agreement from MMTC.

6. PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT

The Successful bidder shall furnish a performance guarantee in the form of bank guarantee or by DD or through RTGS for Rs 1 crores (Rupees One Crores only) or

proportionate to the quantity of Manganese ore supplied by MMTC in favour of MMTC Limited, Kolkata.

7. TENURE OF THE CONTRACT

The contract will be valid for 3 months starting November 2014 and shall be renewable on quarterly basis, subject to mutual agreement.

8. TERMS OF PAYMENT

The Processor shall submit the following documents for payment :-

- 1) Signed Invoice
- 2) Original Lorry receipt
- 3) Excise Invoice Cum Delivery Challan
- 4) Quantity Certificate issued by 3rd Party reputed surveyor
- 5) Quality Analysis certificate issued by 3rd Party reputed surveyor

The Processor shall make out appropriate documents in the proforma prescribed by the Principal/Owner within 48 hours of completing the work and offer of finished goods, dispatched to MMTC godown. All copies of the documents shall be handed over to the authorized representatives of the Principal/Owner. A material reconciliation statement for accounting to the total quantity received, shipped, diverted and balance is to be enclosed along with each lot to assess, shortages, loss or damages etc. & same is to be certified by Officials of MMTC Office at Kolkata or its appointed agency. All payments shall be released thru e-payment.

9. SERVICE OF NOTICE ON THE PROCESSOR

Any notice to be given to the Processor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the Processor principal place of business (or in the event of the Processor being Company to its Registered Office and at the Processor's site office).

10. INDEMNITY:

The Processor undertakes all responsibility for and shall fully indemnify the Principal/Owner and keep the Principal/Owner fully indemnified and harmless, from all liability claims, costs, expenses, taxes and assessment including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the contract or obligations under the assumed responsibility under the contract, including those imposed under any contract, future liability if any, local or national laws or in respect of all salaries, wages or other compensation of all persons employed by the Processor of his sub-contactors or suppliers in connection with the performance of any work covered by the Contract. The Processor shall execute and deliver such other additional instruments, and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and fully protect the Principal/Owner.

11. TAXES

The Processor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Processor in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. Service tax as applicable shall be paid by the Principal/Owner. Income Tax which the Principal/Owner may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Processor and the Principal/Owner shall provide the Processor tax deduction certificate. Wherever necessary, Processor shall produce proof of above payments.

12. INSURANCE

The Principal/Owner shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of Contract. The Processor shall be responsible of effecting insurance under the Indian Workman's Compensation Act, Third Party liability insurance and any other insurance in accordance with the Indian Laws and regulations at their own cost.

13. CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC.

On receipt of material, the Processor shall assume and vest custody thereof and remain responsible thereafter until the finished goods i.e. Silico Manganese are handed over to the Principal/Owner. The Processor, shall whether acting as Principal/Owner's agent or as custodian, is responsible for communicating to the Principal/Owner any shortages, breakages, or damages etc. as soon as they come to their notice.

14. EXTENSION OF CONTRACT.

This contract is valid for 3 months starting November 2014 and to be extended on quarterly basis thru mutual agreement. The Principal/Owner may at its discretion extend the period of contract with the mutual consent between the Processor and the principal/owner for a specified period on the same terms and conditions as embodied in the contract.

15. GENERAL TERMS AND CONDITIONS:

a) MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.

b) Safety Clause:

The Processor shall ensure that his workmen are strictly following the provisions of the safety equipments while on work. They shall provide the necessary safety equipment to his worker at his own cost.

The Processor shall comply with the statutory safety rules and regulation as well as with the new regulations issued by appropriate authority from time to time. By accepting this work order, they undertake that it is fully aware of the safety norms and requirement for the job / services to be executed by it and shall take all necessary steps in that regard. They will put on all prescribed Personal Protective Equipments (such as safety shoes, helmets, hand gloves, safety belts, safety goggles, and all other safety appliances etc as applicable to the job.) while working inside the factory premises and such Personal Protective Equipment (PPEs) must be as per Government guidelines.

The Processor shall understand the work, analyze the job safety and prepare the job safety and house keeping plan. They shall monitor the plan regularly and adhere / improve the plan, if required, for safe execution of the contract.

If the Processor does not follow the above instructions then the Processor will be fully responsible for all kinds of unsafe acts, conditions, practices and incidents at their own

risk and cost. In all such cases, the Processor shall indemnify MMTC against all claims, demands, damages and compensation.

c) The Processor will make his own arrangements for the accommodation of his staff and fulfill all the requirements of his staff including safety, provision of safety appliances etc.

d) For the entire statutory requirement related to State Govt and Central Govt, particularly in case of their PF, bonus, service tax and all other related issues of his staff has to be taken care of by the Processor.

e) This letter of engagement on contract shall not create any right of employment in the company and the relationship shall be purely contractual.

16. TERMINATION.

If the Processor commits breach of any provisions of the Agreement, the Principal/Owner shall notify the Processor to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement.

17. FORCE MAJEURE.

The Principal/Owner and the Processor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, legislations or other authorities. If operation of such circumstances exceed three months, either 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.”

18. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties

ANNEXURE - 1

SCOPE OF WORK

1. SCOPE OF WORK:

- I. To convert Manganese Ore on Toll Processing basis and provide the following finished goods to MMTC

Product A) Silico Manganese: 65/15

Manganese: 65% min

Silicon: 15% min

Carbon: 2.25% max

Phosphorus: 0.25% max

Sulphur: 0.03% max

Size: 20-60 mm (90% min) [-20mm : 10% max ; +60 : 5% max; +100 NIL]

Product B) Silico Manganese: 60/14

Manganese: 60% min

Silicon: 14% min

Carbon: 2.5% max

Phosphorus: 0.3% max

Sulphur: 0.03% max

Size: 25–50 mm (90% min) [-20mm : 10% max ; +60 : 5% max; +100 NIL]

- II. Supply Quantity: 1000- 2000 MT per month approx.

PART A TECHNO-COMMERCIAL BID

ANNEXURES (FORMATS)

FORM – A

Acceptance of Commercial Terms, General Terms and Conditions and all other Terms of the NIT

We **[Bidder]**, having registered office at [Address], agree to all the Commercial, General & other Terms & Conditions listed in the Enquiry No.-----dated ----- for procurement of -----

We confirm that we are in a position to supply material as per the specification given in Enquiry. We nominate an executive, whose details are given below, to put the bids on our behalf.

It is further confirmed that we have submitted Form Numbers A,B,C,D,E as per instructions. EMD and Hard Copies of supporting documents have been submitted within price validity.

The details of the bidder authorised to bid on our behalf is as follows.

Name & Designation:

e-mail ID :

Contact phone nos. :

Address :

Sl.No	Document	Compliance (Y/N)	Deviations, if any	

1	Name, Address, Tel No, Fax No, E Mail Id etc of the Bidder			
2	Signed / Stamped Copy of Tender Document.			
3	Company's Profile **.			
4	Bankers details.			
5	D&B Number, if any.			
6	Audited financial results for last 3 years submitted **.			
7	EMD/ Bid Bond copy.			
8	Undertaking to furnish Performance Bank Guarantee			
9	Documentary evidence required towards meeting Eligibility Criterion			
10	Adherence to Tender Terms (Specifications, Suppliability, Delivery, Payment Terms, etc.			
11	Techno-Commercial Bid Validity - 90 days from date of Tender Opening and Price Validity upto 60 days from date of Tender Opening for finalization.			
13	If all the following PROFORMAs have been filled completely and submitted A,B,C,D,E,F			

(Bidders to mark Y - for submission and N - for non-submission)

(Signature of authorized executive & Seal)

Place:

Date:

FORM - B

NIT No. :

Date :

Format for Technical Specifications

Item SI No	Material Description	Item Specification	Unit of Measurement	Quantity offered for Conversion per month
1	Silico Manganese 65/15 Product A			
2	Silico Manganese 60/14 Product B			
				Total :

In case the tenderer agrees to undertake conversion as per specification indicated in this format, he should write offered as per tender description / specification, in the Table given below. Similarly, any variation in specification offered by the tenderer should be filled in the Blank space provided against each item. If additional space is required please enclose separate sheet.

Description Offered as desired by MMTC or Variation, if any, to be filled in by the Supplier

Quantity Variation	
Item Spec/ Description	
Inspection Guidelines	
Criteria for acceptance of material	
Other Technical Conditions	
Packing	
Delivery Conditions	
Any other Criteria described in this NIT	

(Signature & Seal)

Name :

Designation :

Place:

Date:

FORM C

Please use this sheet to specify the Excise Duty, Sales Tax & Other Duties

1	Excise Duty (ED : Applicable / Not Applicable)		
2	Present ED Rate , if applicable		
3	Tariff Number		
4	Excise Registration No		
5	ECC Number		
6	Com. / Circle		
7	Taxes Applicable		
	a)Sales Tax %		
	b) Other Taxes and Duties Applicable %		
	Description	Figs	Words

	c) Packing Charges, extra , if any		
8	Loading Point for Delivery (Mention : State / District)		
9	Please indicate the following for your company		
	a) Sales Tax Registration No **	Attach Copy / By Courier	
	b) CST Registration No**	Attach Copy / By Courier	
	c) Other Taxes Registration No**	Attach Copy / By Courier	
	d) Service Tax Registration No**	Attach Copy / By Courier	
	e) PAN Number of Bidder**	Attach Copy / By Courier	

(Signature & Seal)

Name :
Designation :
Place:
Date:

FORM D

I) Bidder Information:

Sl. No.	Particulars	Details
1	Name of the Bidder	
2	Address	
3	Name of Directors (Mark if SC/ST/OBC)	
4	PAN of Directors	
5	Contact Persons and Contact details	
6	D&B Report of Bidder	
7A	Whether Bidder is Manufacturer of Silico Manganese? (Yes/No) If Yes, please provide the details of manufacturing facility at II below.	
7B	If No, please provide the name of Associate Manufacturer. Details of Manufacturer need to be provided at II below.	

Manufacturer's Information:

Sl. No.	Particulars	Details
1	Name of the Manufacturer	
2	Address of Registered Office:	
3	Whether PSU	
4	Whether SME , MSME	
5	Name and Address of Directors of Company	
6	Products of Interest : SiMn 60/14, SiMn 65/15	
7	Number of Furnaces	
8	Furnace on Offer – Type , MVA rating	
9	Number of Furnaces	
10	Furnace Type	
11	MVA Rating	
12	Approx. Production per month	Lumps
		Chips
		Fines
13	ISO Status	
14	Whether DTA, SEZ, EOU unit	
15	Contact Person & Designation	
16	Phone No.	
17	Fax No.	
18	E-mail	
19	Financial details of Turnover & profit for the last 3 years	
20	Major Conversion Partners (if any)	
21	Major Customers (Domestic)	
22	Major Customers (Overseas)	
23	The year of inception of the company/ business	
24	PAN No	
25	CST , VAT details	
26	Excise Details	
27	Bank A/c Details	
	I hereby certify that all information provided above is correct to the best of my knowledge.	

Signature

Name & seal of the authorized person

4 Bank Branch Name	
5 Branch code	
6 Account Type (Saving/Current)(SA/CA)	
7 E-mail ID(if any) Of Vendors	

A blank cancelled cheque has been enclosed herewith

Thanking you,

Certified by Bank regarding Banking Details

(Vendor's Signature & Seal)

(Bank Seal & Signature of Bank official)

Note:-
Please enclose a Blank Cancelled Cheque without which the "Mandate Form" will not be processed.

PART B

PRICE BID

(Fill up Price Bids in TWO separate Forms, in case offer is for both Grades)

PRODUCT OF INTEREST:	Please Tick
SIMN 65/15	
SIMN 60/14	

1	Raw Material Requirement for 1 MT SiMn	Specific Consumption	Rate (INR)	Amount (INR)
	a) Mn Ore – Grade 46/48		x	x
	b) Mn Ore – Grade 36		x	x
	c) Other - Specify		x	x
2	Conversion Fee			
	a) Reductants			
	b) Electricity			
	c) Fluxes			
	1)			
	2)			

	d) Other consumables			
	1)			
	2)			
	3)			
	4)			
	e) Other Direct Expenses			
	f) Overheads			
	Total a) to f)	A		
	g) Interest			
	h) Depreciation			
	i) Margin			
	Total g) & h)	B		
	TOTAL COST EX-PLANT	A+B		

Indicate total units:

	Raw Material Input		Yield (%)
1)	Total Mn units		
2)	Total C units		
3)	Total Electricity units		

(Authorised Signatory)

Designation

Name of Company:

Company Seal