



**A Govt. of India Enterprise**  
*Touching Lives, adding value*

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NIT NO. MMTC/BBSR/IIA/PIG IRON/2018-19/01 dated 27.02.2018

MMTC invites two bid open tenders from Indian Independence Inspection Agency (IIA) to conduct the work of Pig Iron unloading supervision, rake sampling, wagon measurement ,analysis and quality control of rakes coming from NINL as well as Loading supervision, draft survey and analysis of Pig Iron Vessel, Stock verification at Paradip International Cargo Terminal Pvt. Ltd. (PICTPL)/PPT. The last date of submission of tender is at **14:30 hours IST** on **14th March 2019**.

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

CHIEF MANAGER (MIN.)

**APPOINTMENT OF INDEPENDENT INSPECTION AGENCY AT PPT PLOT / PICTPL PLOT,  
PARADIP PORT FOR PIG IRON EXPORT**

MMTC Limited, A Government of India Enterprises, Regional Office at Bhubaneswar, Alok Bharati Complex, 7<sup>th</sup> Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India ( here in after called the Principal/Owner) invites sealed open Tender in two bid system(Technical Bid & Price Bid) for rake sampling ,analysis and quality control of Pig iron Rakes as well as Draft Survey and analysis for export of Pig Iron Vessel etc on the terms and conditions as mentioned in the Tender :

The bidder(s) are required to submit their sealed tender in the tender box on 14th March 2019 by 14.30 hrs. at MMTC Limited, Alok Bharati Complex, 7th Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India.

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid and another for Price Bid, duly signed in each page containing documents mentioned. The **Technical Bid** will be **opened on 14th March 2019 at 16:00 Hrs** and **Price Bid of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

**TERMS AND CONDITIONS ARE AS FOLLOWS:**

**Clause No.1 Eligibility Criteria**

- i. Has establishment at Paradip, Odisha to carry out the said operation. (Document should be enclosed)
- ii. Has undertaken similar work ie. Export / Imports of Pig Iron or Steel Products for large/ medium organizations in last 3 years, at Paradip Port/ major port in India. (Document should be enclosed)
- iii. Experience in IIA activities of Pig Iron , Steel or Steel Products for exports / imports. (Document should be enclosed)
- iv. IIA / Assayers shall have satisfactory/dispute free performance during last 03 (three) years (2015 onwards) with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor which caused damage/risks to MMTC/NINL/any other PSU/any other reputed organization in the past, such Bid shall not be entertained.

- v. Should have valid IIA License in the names of Bidder and have permission from Customs, Paradip / its jurisdiction.( Copy should be enclosed)
- vi. Should have GST Registration in the state Odisha and should have required laboratory. .( Copy should be enclosed)

**Clause No. 2 . EMD/PBG:**

Bidder should deposit EMD of Rs 10,000/- in shape of DD from a Nationalized bank in favour of MMTC Limited payable at Bhubaneswar or transfer online to MMTC Account No. 10229909115 State bank of India, Commercial branch, Bhubaneswar ,IFS Code SBIN0006657. In case of online transfer, the copy of account statement/Fund Transfer Advice showing transfer shall be enclosed with technical bid in place of DD. Unless the amount is credited before the opening of Technical bid to said MMTC A/C the bid is not eligible and will be cancelled.

The EMD amount will be refunded to unsuccessful bidders. The amount will be retained as performance Guarantee of L-1 bidder/bidders and be refunded after successful completion of awarded work without any interest.

**Clause No. 3. SCOPE OF WORK**

- 1) The IIA / Assayer (Independent Inspection Agency herein after IIA) will perform Sampling, Analysis, Supervision and Assessment of quantity by weight/ Volume ratio of pig iron rakes unloading at PPT/PICTPL plot, Paradip port.
- 2) The IIA will carry out Pre-Shipment and Post-Shipment Supervision, Sampling Analysis & Draft Survey of Pig Iron export vessels and issue certificates required by Customs and for LC negotiation or as per foreign buyers requirement.
- 3) The IIA shall carry out Stock Verification Work of Pig Iron fit for export as well as unfit for export at PPT/PICTPL plot, Paradip port by volumetric assessment using weight volume ratio method as and when required, and issue the requisite certificates.
- 4) The IIA shall keep close liaison and coordination with our SRO, Paradip, Railways, Port, Vessel Companies /Agents and obtain particulars regarding the arrival of pig iron rakes and vessel berthing and sailing of nominated vessels and report to the Principal/ Owner.

**Clause No 4. Mode of Submission :**

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

- a. **TECHNO COMMERCIAL BID: As per ANNEXURE - I, II & III (To be filled up and documents attached)**
- b. **PRICE BID: In Price Bid format as ANNEXURE- IV**

First Envelop super scribing "TECHNO COMMERCIAL BID: ANNEXURE - I, II & III

**NIT NO. MMTC / BBSR/IIA/PIG IRON/2018-19/01 dated 27.02.2018**

FOR APPOINTMENT OF INDEPENDENT INSPECTION AGENCY AT PPT / PICTPL PLOT, PARADIP PORT FOR PIG IRON EXPORT. "

Second Envelop super scribing "PRICE BID: ANNEXURE -IV

**NIT NO. MMTC / BBSR/ IIA /PIG IRON/2018-19/01 dated 27.02.2018**

FOR APPOINTMENT OF INDEPENDENT INSPECTION AGENCY AT PPT / PICTPL PLOT, PARADIP PORT FOR PIG IRON EXPORT. "

Both the above envelopes containing Techno Commercial Bid and Price Bid shall be put in another envelop super scribing

**"NIT NO. MMTC / BBSR/IIA/PIG IRON/2018-19/01 dated 27.02.2018**

FOR APPOINTMENT OF INDEPENDENT INSPECTION AGENCY AT PPT / PICTPL PLOT, PARADIP PORT FOR PIG IRON EXPORT "

**Clause No.4.(1). Due date for submission:**

The last date & time for submission of two bid tender along with above documents is **14.30 Hrs on 14th March 2019** and opening of the same at 16:00 Hrs on the same day. The rates quoted by the bidders in the tender will remain valid for 60 (sixty) days for acceptance 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) at Annexure - IV only.

**NIT NO. MMTC/BBSR/IIA/PIG IRON/2018-19/01 dated 27.02.2018**

**Clause No.5. AWARD OF CONTRACT:**

The MMTC Limited, RO,BBSR shall award the contract to the Lowest Bidder (herein after L-1) by taking cumulative price bids of all functions or A and B separately of PRICE BID (ANNEXURE - IV) and or empanel more than one IIA /Assayers matching L-1 price.

**Clause No.6. Tenure of the Contract:**

The contract will be valid for one year ie. from 1-4-2019 to 31-3-2020 and further may be extended for another one year with same L/1 price , depending upon the performance of the bidder.

**Clause No.7. TERMS OF PAYMENT:**

Original Bills in triplicate will be sent through MMTC, SRO, Paradip. The bills for rakes will be monthly basis with certificate contains R/R Nos & R/R date, R/R Weight, No of wagons, time & date of unloading period, analysis both chemical & physical and assessed weight. The bills for vessel & stock verification will be case to case basis. MMTC will make payment online within a month from the date of receipt of the bills.

**Clause No.8. TAXES**

The IIA/ Assayers shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the IIA / Assayer in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. GST as applicable shall be paid by the Principal/Owner. Income Tax TDS & GST TDS 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 IIA / Assayer and the Principal/Owner shall provide the IIA / Assayer tax deduction certificate. Wherever necessary, IIA / Assayer shall produce proof of above payments.

**Clause No.9. EXTENSION OF CONTRACT.**

This contract is valid for one year ie. from dt.1-4-2019 to dt.31-3-2020. The Principal/Owner on its sole discretion may extend the period of contract for another one year on the same terms and conditions as embodied in the contract.

**Clause No.10. 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. MMTC does not guarantee any quantity for export.
- b) The MMTC Limited, RO,BBSR shall award the contract to the Lowest Bidder (herein after L-1) by taking cumulative price bids of all functions or A and B separately of **PRICE BID (ANNEXURE - IV)** and MMTC may at its discretion empanel one or more IIA / Assayer against this tender subject to matching L1 price.

**Clause No.11. TERMINATION.**

- (a) If the IIA / Assayer commit breach of any provisions of the Agreement, the Principal/Owner shall notify the IIA/ Assayer to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement by giving notice within 15 days.
- (b) Further, during execution of works as per work order , if the IIA is found to have furnished wrong information during tender or if, IIA is found to be banned by any Govt. PSU / Department / Govt. Companies, then Principal Owner / MMTC reserves the right to terminate the contract without assigning any reasons there of

**Clause No.12. FORCE MAJEURE.**

The Principal Owner and the Contractor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature 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.”

**Clause No.13. 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 there of 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 Bhubaneswar, the award made in pursuance there of shall be binding to the parties.

**Clause No.14 FRAUD PREVENTION**

1. Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(S) shall be bound to take all necessary measures to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.gov.in>(<http://mmtclimited.gov.in/>))during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
  - (a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the

Birder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

2. **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
3. **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Clause No.15 : HOLIDAY LISTING:**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.



**ANNEXURE -I**

**(TECHNO COMMERCIAL BID )**

**We agree to above terms.**

This Agreement is signed by representative's empowered with due and appropriate authorization. This Agreement is signed at Bhubaneswar/Paradip. Court at Bhubaneswar/Cuttack shall have jurisdiction in the matter.

Place\_\_\_\_\_

Date\_\_\_\_\_

**IIA / Assayer**

Signature\_\_\_\_\_

Name-\_\_\_\_\_

Designation\_\_\_\_\_

(Company Seal/Stamp)

**OTHER DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO COMMERCIAL BID**

**A) Techno Commercial Bid is to be submitted duly enclosed with the following documents:**

1. The tender form from page 1 to 10 with Terms & Conditions, ANNEXURE-I , II & III duly filled, signed & stamped in each page.
2. Self Certified Copy of valid permission for Independent Inspection Agency( IIA) work issued by Authority of jurisdiction of Paradip Customs.
3. Self Certified Copy of valid accreditation certificate issued by appropriate authority as Inspection Agency in India.
4. Self Certified Copy of Work Order from MMTC/NINL/any other PSU/any other reputed organization showing experience in IIA activities during last three years at Paradip/ major port in India.
5. Self Certified copies of PAN No., GSTIN (Under Odisha state), EPF / ESI No etc.

**B) Price Bid ( duly signed) submitted in sealed separate envelope in ANNEXURE - IV**

**MANDATORY INFORMATION OF BIDDER**

1	Company Name	:	
2	Registration Number	:	
3	Registered Address	:	
4	Name of Partners / Directors	:	
5	Bidder Type (Foreign/ Indian)	:	
6	City Name	:	
7	Postal Code	:	
8	Company's Establishment Year	:	
9	Local Address at Paradip	:	
10	Address of Laboratory	:	
11	Company's Nature of Business	:	
12	Company's Legal Status	:	
13	Company Category	:	
14	Contact Details	:	
15	Contact Name	:	
16	Designation	:	
17	Date Of Birth	:	
18	Correspondence Email	:	
19	Phone	:	
20	Mobile	:	

Signature of the bidder (with seal): \_\_\_\_\_

Name: \_\_\_\_\_

Designation : \_\_\_\_\_

## Annexure-III

**NIT NO. MMTC/BBSR/IIA/PIG IRON/2018-19/01 dated 27.02.2018**

### **Proforma of Declaration regarding Banning of Business Dealings**

**In case of proprietary concern :**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s ..... which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of partnership firm :**

We hereby declare that neither we, M/s ..... Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or

**NIT NO. MMTC/BBSR/IIA/PIG IRON/2018-19/01 dated 27.02.2018**

any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of Company :**

We hereby declare that we, M/s ..... are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place :

Signature of Bidder / Supplier

Date :

Name & Designation of the Signatory.

PRICE BID

**NIT NO. MMTC/BBSR/IIA/PIG IRON/2018-19/01 dated 27.02.2018**  
**APPOINTMENT OF INDEPENDENT INSPECTION AGENCY(IIA) FOR**  
**SUPERVISION, SAMPLING, ANALYSIS & SURVEY WORK OF PIG**  
**IRON AT PPT/PICTPL PLOT & BERTH, PARADIP PORT**

Sl No.	Description	Rate in INR/MT(All inclusive, Taxes extra)
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(A)

A-1	Sampling, Analysis, Supervision and Assessment of quantity by weight/ Volume ratio of pig iron rakes arrivals at PPT/PICTPL plot, Paradip port.	₹.....
A-2	Pre-Shipment and Post-Shipment Supervision, Sampling Analysis & Draft Survey of vessels (Export shipments).	₹.....
	TOTAL FOR A	₹.....

(B)

B	Stock Verification Work of Pig Iron at PPT/PICTPL plot, Paradip port by volumetric assessment using theodolite/total stations etc. equipments.	₹.....
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NB:

- i) The quoted rates shall be valid for 60days from the date of opening of the tender for acceptance by MMTC to issue the work order / contract.
- ii) The above rates are valid for contract period and GST / Govt. taxes are extra as applicable.
- iii) MMTC limited reserve the right to accept/reject/ cancel any or all offers and/or give works to one /more bidders as per the requirements without assigning any reason(s) thereof.

Place : \_\_\_\_\_

Signature:\_\_\_\_\_

Date: \_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Company Seal/Stamp\_\_\_\_\_