

## NOTICE INVITING TENDER

NIT NO. MMTC/Kol/NFM/NIT/2019-20/01

Dated : 13.03.2020

Sub Enquiry for procurement of 04 MT (03 MT firm with additional 01 MT optional) Tin Ingots with minimum purity 99.85% (Indonesiaan Origin)

MMTC Limited, A Government of India Enterprise, Regional Office, NIC Building (4<sup>th</sup> Floor), 8 India Exchange Place, Kolkata 700 001 (hereinafter called MMTC) invites Sealed offers in two bid system from reputed firms having experience in supply of Tin Ingot, Nickel, Lead and other non ferrous metals in two bid system for supply of 04 MT Tin Ingots on the terms and conditions as below. The bidder(s) are required to submit their sealed tender latest by 14:00 Hrs on 20.03.2020 to the **GENERAL MANAGER (NFM), MMTC LIMITED, NIC BUILDING (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**. The offer is required to be submitted in two separate sealed envelopes i.e. one for "Technical Bid" and the other for "Price Bid". The **Technical Bid** will be **opened on 20.03.2020 at 14:30 Hrs** and the **"Price Bids" of only the technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

- 1) Quantity requirement : (a) 04 MT (03 MT firm with additional 01 MT optional) of Tin Ingots (Indonesian Origin) with minimum purity **99.85%** . MMTC reserve the right to procure less quantity of 04 MT (b) Quantity delivered as per weighment at CWC, Import Export Godown, Circular Garden Reach Road, Kolkata-43 certified by MMTC Official and MMTC's appointed surveyor shall be final.
- 2) Quality Specification : Minimum purity 99.85% LME Approved Brand. Original Certificate of Analysis issued by Producer of the material(s) or any LME approved Assayer to be submitted along with the Techno-Commercial Bid. Please note that the Techno-Commercial Bid submitted without the Certificate of Analysis for Tin Ingot as the case may be, shall be dis-qualified. **Specification** : Grade as per BS EN 610-1996.
- 3) Delivery place: Ex-MMTC's Godown at CWC Import Export Godown, Circular Garden Reach Road, Kolkata-43. Unloading to be done by MMTC. Delivery to be made within 07 working days from the date of confirmation by MMTC.
- 4) Price : Rupees per metric ton(PMT) to be quoted ex-MMTC's godown at CWC, Import Export Godown, Kolkata as per Price Bid which as ANNEXURE II to this NIT.
- 5) Validity : Offer should be kept valid for 30 days from the date of closing of this tender.
- 6) Payment Terms: 90% Payment shall be made after 10 days of receipt of Invoice and delivery of full quantities at our godown and balance 10% after acceptance by the end user.
- 7) Earnest Money Deposit (EMD) : The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.1,00,000/-(Rupees One lakh only) in the form of a crossed Demand Draft/Pay Order in favour of "MMTC Limited" drawn on any Scheduled Bank (other than co-operative bank) payable at Kolkata in favour of "MMTC LIMITED" or through RTGS. Any tender not accompanying EMD as per above requirement will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful bidder within fifteen days from the date of awarding the tender. The EMD of the successful bidder will be adjusted towards the part performance guarantee. RTGS details are as follows:

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- State Bank of India A/C NO. 11051192270
- CAG Branch Kolkata
- IFSC CODE: SBIN0009998

8) Award of Contract: MMTC shall award the contract to the Lowest Bidder (L1). MMTC reserves the right to award full or part of quantity to L1 bidder.

9) Mode of Submission: The bids are to be submitted in following manner:

The tender document, duly signed as acceptance of the terms and conditions, along with techno commercial bid and price bid as per enclosed format, shall have to be submitted latest by 14:00 hrs on 20.03.2020 . Tender received thereafter shall not be accepted.

Bids has to be submitted in two bid system with Techno Commercial Bid as ANNEXURE I to this NIT duly signed and stamped along with required document (Certificate of Analysis) in one envelope. Techno Commercial Bid having any price indication shall be liable for rejection. The second envelope shall contain PRICE BID (as ANNEXURE II to this NIT). The two envelopes shall be put in a single sealed envelope super scribing "**PROCUREMENT OF NON FERROUS METALS**" on the envelope. In the event the bidder do not qualify in Techno-Commercial Bid, then his PRICE BID shall not be opened.

10) MMTC reserves the right to accept and/or reject any part or full of the tender without assigning any reason thereof. Any tender who does not fulfill any of the prescribed condition would be liable to be rejected.

11) Performance Guarantee : Rs.5,00,000.00 (Rupees Five lacs ) only for due and satisfactory performance of the contract. Performance Guarantee is to be paid by RTGS, MMTC, Kolkata A/c. The EMD of the successful bidder will be adjusted towards the part performance guarantee. Performance Guarantee shall be released only on successful and satisfactory execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of the release. MMTC reserves the right to forfeit the Performance Guarantee if bidder commits any breach of contract or fails to fulfill and terms(s) or condition (s) of the contract.

12) TERMINATION FOR DEFAULT:

a) MMTC may, without prejudice to any other remedy for breach of purchase order/work order, any written notice of default, sent to the bidder, terminate the Agreement/work order in whole or in part.

b) If the bidder fails to deliver any or all of the services within the time period(s) specified in the Agreement/Work Order, or any extension thereof granted by MMTC.

c) If the bidder fails to perform any other obligation(s) under the Agreement/Work Order; and if the bidder, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as MMTC may authorize in writing) after receipt of the default notice from MMTC.

### **13. Fraud Prevention Policy**

**(1) Commitments of the Bidder(s)/Contractor(s):** The Bidder(s)/Contractor(s) shall be bound to take all measures necessary 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 [www.mmtclimited.com](http://www.mmtclimited.com) 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) 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 exHandling Agentnge any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(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 in the bidding process.
- c. The Bidder(s)/Contractor(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 Bidder(s)/Contractor(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
- e. The Bidder(s)/Contractor(s) if any 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 **Clause 13(1)** 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) 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)/Contractor(s) from the tender process prior to the award of during execution according to **Clause 13(2)**, 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.

### **14. FORCE MAJEURE.**

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which

materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- b) Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection' Strikes and lock outs.

A certificate issued by any Chamber of Commerce at the place of occurrence of such incident(s) will have to be submitted by either party invoking such Force Majeure clause within 15(fifteen) days of such occurrence.

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.

## **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 dealing or take any curative measures with the agency(s) in accordance with the policy in force.

## **16. ARBITRATION.**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract 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 the award made in pursuance thereof shall be binding on the parties.

The venue of the arbitration will be at Kolkata

## **17. DISCLAIMER:**

The information contained in the tender document provided to bidders on behalf of MMTC is being provided to all interested bidders on the terms and conditions set out in this tender document. This tender document is not an agreement and is not an offer or invitation to any other party. The purpose of this tender document is to provide bidders with information to assist the formulation of their proposal submission. This tender document does not purport to contain all the information bidders may require. This tender document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

MMTC pay in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document

Bidders shall have satisfactory/dispute free performance with MMTC/any other PSU. In case of any incident of dispute/misdemeanor with MMTC/any other PSU in the past, such Bid shall not be entertained.

The tender notice shall form part of the contract.

GENERAL MANAGER (NFM)  
MMTC LIMITED, KOLKATA

Encl:

1. Techno Commercial Bid (ANNEXURE I)
2. Price Bid (ANNEXURE II)

General Manager  
 MMTC Limited  
 National Insurance Building  
 4<sup>th</sup> Floor  
 8, India Exchange Place  
 Kolkata – 700 001.

TECHNO-COMMERCIAL BID

NIT No. MMTC/Kol/NFM/NIT/2019-20/01

Dated : 13.03.2020

With reference to your NIT No. MMTC/Kol/NFM/NIT/2019-20/01 dated 13.03.2020, we hereby submit our Techno-Commercial details as follows:

1. Name of the Firm : M/s. ....
2. Contact Person : .....
3. Contact Numbers : .....
- i) Phone Nos. : .....
- ii) Fax No. : .....
- iii) E-mail ID No. : .....
- iv) Mobile Nos. : .....
4. Address of the:
  - a) Head Office : .....
  - b) Local/Branch Office : .....
5. Whether any business relationship with MMTC earlier ? : .....Yes/No(If "Yes", please specify period)
6. GST Registration No. (copy enclosed):  
.....
7. PAN : .....
8. For how many years the firm is in the business of supply of Nickel, Lead, Tin Ingot and other Non-Ferrous Metals : .....
9. Whether Certificate of Analysis from LME registered/approved Producer is submitted along with this bid : (Yes / No) : .....
10. Earnest Money Deposit (EMD) is being submitted : (Yes / no, please specify) : .....

11. Certificate of Origin is being submitted (One copy of B/L)  
.....

Signature of the Bidder  
Name & Seal

Date and Place:

General Manager  
MMTC Limited  
National Insurance Building  
4<sup>th</sup> Floor  
8, India Exchange Place  
Kolkata – 700 001.

PRICE BID

NIT No. MMTC/Kol/NFM/NIT/2019-2020/01

Dated : 13.03.2020

With reference to your NIT No. MMTC/Kol/NFM/NIT/2019-2020/01 dated 13.03.2020, we submit our offer as follows:

FOR TIN INGOTS Quantity: 04 MT (03 MT firm with additional 01 MT optional)

Sl. No	Description	Price quoted PMT (Rs.)
1	ex-MMTC's Import Export Godown basis (unloading by MMTC)	
2	GST	
3	Total Price (Sl No. 1+ Sl. No.2)	

Signature of the Bidder

Name & Seal

Date and Place: