



Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA
Phone : 011 2436 2200 Fax : 0091 011 2436 4106 Website : www.mmtclimited.gov.in

NOTICE INVITING TENDER
Tender No.MMTC/MIN/IO/2015 dated 15.01.2015

Subject : SHORT TENDER FOR SALE OF IRON ORE FINES

MMTC Limited, a Government of India Enterprise, having its Corporate Office at Scope Complex, New Delhi invites bids in sealed envelopes for sale of **Iron Ore Fines**, ex-Tollem plot, Goa on '**AS IS WHERE IS**' basis on the following terms and conditions :-

| | |
|---|---|
| Due date & time of submission of bids | 22.01.2015 from 1000 to 1500 hrs |
| Due date & time of closing of bids | 22.01.2015 at 1500 Hrs |
| Due Date & time for opening of technical and finance bids | 22.01.2015 at 1530 Hrs |
| Venue | MMTC Ltd, SCOPE Complex, 7-Insitutional Area, Lodi Road, New Delhi. |
| Commodity | Iron Ore Fines |
| EMD amount required | Rs.50,00,000/- (Rupees fifty lakhs) |
| Location of cargo | Tollem plot, Goa |
| Quantity | 40,000 MTs (approx.) |
| Indicative Fe content | 62% Fe |

TERMS & CONDITIONS:

- 1) The quotations/bids will be submitted in two separate envelopes as follows :-
 - i) Envelope No.1 superscribing as TECHNICAL BID containing:
 - a) Bidder's profile
 - b) Self-attested copy of VAT registration/CST registration certificates:
 - c) Self-attested copy of PAN Card.
 - d) EMD by way of Demand Draft/proof of remittance in case of RTGS/NEFT;
 - e) Proforma as per Annexure-I
 - f) Authorization letter, if any
 - ii) Envelope No.2 superscribing as FINANCE BID as per Annexure-II
 - iii) Envelope No.3 containing both TECHNICAL BID and FINANCE BID duly completed and should be superscribed as BID FOR PURCHASE OF IRON ORE FINES, addressed to General Manager(Minerals), MMTC Limited, SCOPE Complex, 7-Insitutional Area, Lodi Road, New Delhi and should be deposited in the Tender Box placed in the office premises from 10:00 hrs to 15:00 Hrs on the DUE DATE i.e. 22.01.2015.
- 2) The bidder is also allowed to authorize their representative to sign/attest the bid documents, on their behalf and also participate in the bidding process. In such case, the authorization letter should be enclosed.

- 3) **EMD by way of DD drawn on any bank other than Gramin Bank, Cooperative Banks, Dhanlakshmi Bank, Nainital Bank, etc. (favouring MMTC LIMITED, NEW DELHI, or by way of transfer through RTGS/NEFT mode (MMTC A/c No. 10813608375 IFSC Code : SBIN 0009996 of State Bank of India, CAG Branch, New Delhi)** (subject to proof of such remittance) is acceptable. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC Limited by the due date and time for submission of bids, the bid will not be considered for opening. Bidders may contact MMTC, New Delhi for Bank details/particulars before RTGS/NEFT remittance.
- 4) No interest shall be payable on the EMD. The EMD of successful bidder shall be returned only after receipt and confirmation of PBG. EMDs of all other bidders will be returned within 10 working days after opening of the price bids.
- 5) After acceptance of bid by MMTC, a draft contract (**Appendix III**) will be forwarded to the successful bidder for his/their signature. Within 2 (two) working days from the date of receipt of the contract, Buyer shall return two sets of original signed & stamped of the same to MMTC for signature. MMTC shall return one original signed / stamped contract to the Buyer within 2 (two) working days.
- 6) Successful Bidder shall furnish a Performance Bank Guarantee (PBG) of 15% of bid value to be executed in favour of MMTC Limited, Vasco-Da-Gama, Goa on Vasco-da-Gama, Goa Branch of a Scheduled Bank other than Gramin Bank, Cooperative Banks, Dhanlakshmi Bank, etc. (as per **Appendix-I**). Above PBG shall be furnished within seven working days from the date of signing the contract.
- 7) Further, the successful bidder shall also submit an Undertaking on Performance Guarantee as per proforma at **Appendix-II**.
- 8) The prospective bidder(s) may inspect the material at Tollem plot, Goa during 10:00 Hrs to 17:00 Hrs. on any working day (Monday to Friday) on or before 22.01.15 by intimating one day in advance to MMTC, Goa at e-mail : vkc@mmtclimited.com and / or at Phone No. 0832 2513054.
- 9) Both the technical and financial bids should be submitted only in the Proforma i.e., **Annexure-I** and **Annexure-II** provided in the tender.
- 10) The tender box shall be closed on the due date and time. No bids shall be received thereafter. The bids shall be opened at the date and time indicated in the tender notice. Only one representative per bidder shall be allowed to witness the bidding process.
- 11) The tender notice and the **Annexure-I** (technical bid) and **Annexure-II** (finance bid) can be downloaded from MMTC's website or can be obtained from the office free of cost.
- 12) The bidder must quote price of material per Wet Metric Tonne basis. Applicable Goa State VAT/CST shall be extra and payable by the successful bidder.
- 13) Buyer shall deposit the cost of material against lots – per lot comprising of 4,000 MTs (around one rake-load). On lifting of initial lot of 4,000 MTs for which payment has already been remitted, further lifting shall be on receipt of payment of next lot. This process shall be followed till entire quantity of around 40,000 MTs is liquidated. However, the BUYER shall be at liberty to make lump sum payment of full value before lifting of material. Performance BG shall be released on completion of entire transaction.

- 14) Successful bidder shall arrange payment of first lot of 4,000 MTs cargo within seven working days from the date of signing the contract and lift the entire 40,000 MT within 45 days from the date of issue of first delivery order.
- 15) In the event the successful bidder commences lifting of material by deposit of sale consideration of 4,000 MTs within seven working days as stipulated above, but fails to lift the entire material within the stipulated 45 days, a grace period of 15 days will be granted to him/them to lift the material on the condition that the plot rent, etc. shall be borne by him/them.
- 16) In case the bidder fails to lift the material even within the grace period as mentioned above, the amount deposited and PBG shall be forfeited and the said bidder shall be treated as defaulter. MMTC reserves the right to re-allocate/re-tender for any un-lifted material. In case the price revealed in the new tender is lower than the price contracted then in addition to the various expenses incurred in such connection, the bidder shall be liable for the difference in the rate.
- 17) The bidder may undertake quantity/quality test of the material lying at Tollem plot at their cost prior to submission of the bid. MMTC shall not entertain any claim regarding quantity/quality of the material or of any other nature whatsoever.
- 18) Weighment of material shall be arranged by the seller. Quantity revealed as per the weighbridge shall be final and basis for invoice. The buyer shall arrange for loading into trucks and onward transportation by road / rail after weightment of the material. All other charges incl. transportation, loading, unloading, etc. are to the buyer's account.
- 19) All disputes arising between the parties (MMTC and the Buyer) out of or in relation to aforesaid sale of iron ore shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties. Venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the contract.
- 20) This is only a tender call notice inviting bids and it should not be construed as an offer from MMTC for sale of material.
- 21) The bidder must quote price per WMT on 'as is where is' basis. Indicative Fe content of the material is 62% and MMTC shall not be responsible for deterioration in the quality of the material at a later stage. Applicable statutory duties/levies viz. Central / State Tax / VAT / Levies / Duties / Royalties, etc. shall be extra and payable by the successful bidder.
- 22) Mandatory approvals/permissions from Customs or any other agencies Central/State Govt. or otherwise for lifting / movement of iron ore fines from Tollem Plot to elsewhere within or outside the State of Goa are to be arranged by the bidder. Any costs/charges payable for this purpose shall be borne by the bidder.
- 23) MMTC reserves right to accept / reject any tender at any stage without assigning any reason whatsoever.
- 24) Tender bids shall remain valid for 15 days (upto 06.02.2015) from the date of opening of bids i.e., 22.01.2015.

TENDER NO. MMTC/MIN/IO/2015 dated 15.01.2015

TECHNICAL BID FOR IRON ORE FINES

(To be completed by bidder)

Name of the Bidder: _____

Address : _____

Tel No. _____ Fax _____ E mail _____

Contact person : _____

DETAILS OF BID BOND / BANK DRAFT:

| Bank Draft No./RTGS/NEFT/Details | Date | Issuing Bank/Drawing on | Amount Rs. |
|-------------------------------------|------|----------------------------|------------|
| | | | |

I/We _____ hereby accept all the terms and conditions of the tender and I/we also understand that in case of my/our failure to adhere to any terms and conditions of the tender will lead to rejection of my/our bid and any other action which MMTC may decide.

ENCLOSURES:

- (a) Bidder's Profile
- (b) Self attested copy of Value Added Tax Registration certificate/Central Sales Tax Registration certificate
- (c) Self-attested copy of PAN card issued by the Income Tax Department
- (d) Earnest Money Deposit by way of Demand Draft/proof of remittance in case of RTGS/NEFT.
- (e) Authorization letter, if any
- (f) Copy of tender duly signed and stamped as a token of having accepted the terms and conditions of tender.

Place:

Date:

Signature:

Name:

Seal

TENDER NO. **MMTC/MIN/IO/2015** dated **15.01.2015****PRICE BID FOR IRON ORE FINES ON 'AS IS WHERE IS' BASIS**

(To be completed by bidder)

Name of the Bidder: _____

Address : _____

Tel No. _____ Fax _____ E mail _____

Contact person : _____

| | |
|--|--|
| IRON ORE FINES ON EX-PLOT, TOLLEM, GOA ON 'AS IS WHERE IS' BASIS. | Amount Rs. _____ PER WMT (Rupees in words _____ _____ PER WMT) |
|--|--|

1. All Applicable Central/State Tax/Levies/Duties/Royalties shall be extra and payable by the bidder.
2. Tender bids shall remain valid for 15 days (upto 06.02.2015) from the date of opening of bids i.e, 22.01.2015.

Place:

Date:

Signature:

Name:

Seal



Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA

Phone : 011 2436 2200 Fax : 0091 011 2436 4106 Website : www.mmtclimited.gov.in

TENDER

Tender is invited for sale of Iron Ore Fines (indicative Fe content 62% fe) on 'as is where' basis lying at TOLLEM plot, Goa. Interested parties can download the tender document from our website www.mmtclimited.gov.in or can obtain tender documents from our Corporate Office, New Delhi (at the above address) or MMTC Limited, Colaco Building, Vasco DA Gama, Goa 403802. Last date for receipt of tender document is 22.01.2015 at 1500 Hrs.

General Manager (Minerals)

New Delhi
15.01.2015

The PBG issuing bank must have a net worth of at least Rs.50 crore and Capital Adequacy Ratio of at least 9%.

PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)

(On a stamp paper of applicable amount to be executed by a New Delhi Branch of a Scheduled Bank other than Gramin Bank, Cooperative Banks, Dhanlakshmi Bank, Nainital Bank, etc.

(Validity 90 days from the date of issue and claim period 30 days from the date of expiry)

Date : _____

To,

The General Manager (Minerals)
MMTC Limited
Core-1, SCOPE Complex
Institutional Area, Lodhi Road
New Delhi-110 003 INDIA

Sub : Iron ore fines sale tender No. _____

Dear Sir,

1. WHEREAS, MMTC Limited, Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003, INDIA (hereinafter called 'MMTC') has entered into Contract No. _____ dated _____ (hereinafter called 'CONTRACT') for sale of a quantity of around 40,000 MTs Iron Ore Fines with M/s. _____ (name), _____ address, (hereinafter called the 'XX').
2. AND WHEREAS 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____.
3. AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to MMTC, immediately on demand upto and not exceeding the sum of Rs. _____ (Rupees _____ only) payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, _____(Bank), undertake to pay the amount demanded by MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to MMTC across the counter of the Bank on the same day of receipt of invocation of this PBG.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under this Guarantee is restricted to Rupees _____. This Guarantee shall remain in force until _____.2015.

6. All rights of MMTC under this Guarantee shall be forfeited and this Bank shall be relieved and discharged from all liabilities thereunder unless a claim under this Guarantee is made on this Bank in writing on or before _____.2015.
7. Letter of Demand of MMTC in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This Guarantee comes into force forthwith.
9. This Bank further agrees that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.
11. We, _____ (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of MMTC in writing.
12. This Guarantee shall not be discharged due to change in the constitution of the Bank or the said 'XX'.

We have the power to issue this Guarantee in favour of MMTC under the Charter of this Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2015.

Yours faithfully,
for and on behalf of (Bank)

Address : _____

Bank Seal : _____

(On Company's Letterhead)

Date : _____

To,

The General Manager (Minerals)
MMTC Limited
Core-1, SCOPE Complex
Institutional Area, Lodhi Road
New Delhi-110 003 INDIA

Sub: Undertaking on Performance Bank Guarantee

Dear Sir,

We hereby agree and undertake that we shall furnish a Performance Guarantee bond in the form of a Bank Guarantee (as per format at Appendix-I) in favour of MMTC Limited within seven working days from the date of signing the contract. In case, we fail to furnish performance guarantee, MMTC Limited shall be at liberty to invoke / encash EMD and also to take appropriate action as may be deemed fit.

Thanking you,

Yours faithfully,
for and on behalf of ____ (company)

(Authorized Signatory)



IRON ORE FINES CONTRACT NO. MMTC/_____ DATED _____,2015

This agreement is made on this date of _____, 2015, between MMTC Limited, Colaco Building, Swatantra Path, Vasco-da-Gama, Goa-403 802 (Tel No.0832 2512521, 2513850 Fax No.0832 251 3283, 2517089) hereinafter called 'SELLER' (which expression, shall unless excluded by or repugnant to the context shall include its successors and assigns also on the one part

A N D

M/s(Name & Full Address), hereinafter called 'BUYER' which expression shall unless excluded by or repugnant to the context, shall include its successors and assigns on the other part .

WHEREAS, SELLER has agreed to sell and the Iron Ore Fines and BUYER has agreed to buy the following quantity of Iron Ore Fines on the terms and conditions hereinafter mentioned :-

ARTICLE 1 : COMMODITY AND QUANTITY

Approx. 40,000 MTs of Iron ore Fines of Goan Origin (Hereinafter referred to as Cargo) on "as is where is" basis.

Actual quantity shall be determined by weightment of lorries at the time of delivery of material. Weightment charges shall be borne by SELLER.

ARTICLE 2 : SELLING PRICE

Rs. Per Wet Metric Tonnes, Ex-plot Tollem, Goa. VAT/CST or any other local taxes shall be extra and to be borne by the BUYER at actuals. BUYER shall arrange for loading into trucks and onward transportation by road / rail after weightment of the material. All other charges incl. transportation, loading, unloading, etc. are to BUYER's account.

ARTICLE 3 : PERFORMANCE BANK GUARANTEE

Within seven working days of signing the contract, BUYER shall furnish a Performance Bank Guarantee (PBG) in favour of MMTC Limited, Vasco-da-Gama, Goa for a value equivalent to 15% of the contract value [(Price + applicable taxes) X 40,000 MTs] from a bank acceptable to MMTC. This Bank Guarantee shall remain valid for 90 days from the date of issue.

In case, Buyer fails to deposit the full value of the cargo on or before March 2015 (this date will be 45 days from the date of acceptance of bid by MMTC), SELLER may forfeit the Bank Guarantee besides taking other action as deemed fit.

ARTICLE 4 : PAYMENT

Within seven working days of receipt of signed contract, BUYER shall deposit the 100% sale consideration with SELLER. Alternatively, BUYER shall deposit the sale consideration in part (for lot size not smaller than 4,000 MTs – last lot shall be for the balance quantity, which

could be smaller than 4,000 MTs). Delivery order shall be issued by MMTC only after realization of sale consideration and shall be restricted to the extent of the value received by MMTC.

Buyer shall deposit 100% value of the cargo on or before March 2015 (this date will be 45 days from the date of acceptance of bid by MMTC).

ARTICLE 5 : LIFTING OF CARGO

In the event the Buyer commences lifting of material by deposit of sale consideration of 4,000 MTs, but fails to lift the entire material within the stipulated period mentioned in Article 3 & 4 above, a grace period of 15 days will be granted to the Buyer to lift the material on the condition that the plot rent, etc. shall be borne by the Buyer.

In case the Buyer could not lift the material even within the grace period as mentioned above, the amount deposited by him towards sale consideration and PBG shall be forfeited.

MMTC reserves the right to re-allocate/re-tender for any un-lifted material. In case the price revealed in the new tender is lower than the price contracted then in addition to the various expenses incurred in such connection by the Seller, the Buyer shall be liable for the difference in the rate.

ARTICLE 6 : TITLE AND RISKS

The Cargo shall be deemed to have been sold and delivered to the BUYER and risk or damage thereto shall pass to BUYER on loading of cargo onto lorries/trucks.

ARTICLE 7 : OTHER CONDITIONS

Sales Tax / VAT / Turnover Tax, Cess , Levy , Octroi, Entry Tax, any other charges pertaining to sale of Cargo in the State of Goa, etc. if any, that may arise on the aforesaid sale shall be to the account of Buyer. In case Seller is subjected to payment of such levy, the same shall be reimbursed to the SELLER within 3 (three) days of submission of claim. Any delay in such reimbursement shall be charged with interest at prevailing cash credit rate for MMTC for the period of delay.

BUYER will have to provide for relevant Local tax Form, Way Bills, applicable as per local law.

Mandatory approvals/permissions from Customs or any other agencies Central/State Govt. or otherwise for lifting / movement of iron ore fines from Tollem Plot to elsewhere within or outside the State of Goa are to be arranged by the bidder. Any costs/charges payable for this purpose shall be borne by the bidder.

The BUYER may undertake quantity/quality test of the material lying at Tollem plot at their cost but MMTC shall not entertain any claim regarding quantity/quality of the material or of any other nature whatsoever.

ARTICLE 8 : ARBITRATION

All disputes arising between the parties (SELLER and BUYER) out of or in relation to aforesaid sale of iron ore shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties. Venue of arbitration shall be

New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the contract.

ARTICLE 9 : OTHERS TERMS

The contract shall become valid as and when signed by duly authorized representatives of both SELLER and BUYER.

Any change or modification in the terms and conditions of this Contract shall become effective only when confirmed by both SELLER and BUYER in writing.

IN WITNESS WHEREOF this contract is made in duplicate, the Seller and the Buyer having signed them on this day of _____, 2015 are retaining one copy each.

**BUYER
FOR AND ON BEHALF OF**

**SELLER
FOR AND ON BEHALF OF**

MMTC LIMITED