



NIT No. MMTC/BBSR/DOLOMITE /2020-21/03 dated 14.08.2020

Last Date of Submission of Bids : 28/08/2020 at 14 : 00 Hours

OPEN TENDER NOTICE FOR SUPPLY/ SALE OF DOLOMITE 0 TO 10 MM SIZE

MMTC Limited, established in 1963, A Government of India Enterprise, is a leading International company engaged in International Trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbons, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals. MMTC Limited is having its Registered Office at Core-1, SCOPE Complex, 7 Institutional area, Lodhi Road, New Delhi- 110 003, India.

The Regional Office (R.O.) of MMTC Limited, 7TH Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar- 751007 (Odisha) invites sealed bids /tender in two-bid system(technical bid & price bid) from Indian **Steel / Cement Manufacturers, end-users / Industrial users/ Traders(traders from out side Odisha having Mining trading license in Odisha)** (who are registered dealers having valid statutory certificates/ licences from their respective State Governments and other Statutory authorities to carry out domestic purchase/sale of Dolomite Minerals) for sale of Dolomite in Railway Rakes from Odisha as per following specifications, terms & conditions:-

The Bidders are required to submit their sealed tender on or before **28/08/2020** by **14.00 Hrs** in the Tender Drop Box kept in Minerals Section, MMTC Limited, Bhubaneswar, Odisha. The offer (s) is /are required to be submitted in two separate sealed envelopes i.e. one for Technical bid containing documents mentioned as under Eligibility Criteria and second for Price Bid containing only best Offered price per **WMT** in **INR** for material tendered for sale. The entire information including technical bid and price bid should be type written/ down loaded from web-sites properly. Any change in the tender will amount to disqualification. Any deviation from the above procedure in submission of bids, will incur rejection of the bids straightway. The technical bid will be **opened** on **28/08/2020** at **15:30** Hours and price bid of technically qualified bidders will be opened subsequently. Bidders may depute their authorized representatives during opening of technical and price bids. In case bidders fail to depute their representative during such opening of bids, no subsequent complaint or 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 of terms etc. In case of any changes in the NIT come to notice subsequently by MMTC, the same will be rejected summarily. MMTC is having valid minerals trading license in Rourkela /Joda circles of Odisha also.

PART – I (TECHNICAL BID)

1. : ELIGIBILITY CRITERIA:

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

(a) Indian Manufacturers / end-users / Industrial users :

- (i) Copy of Valid Mining License (Trading/Storage etc) from State Government of Odisha.
- (ii) Valid IBM Registration Certificate ;
- (iii) Copy of valid PAN card
- (iv) Copy of valid GST Registration Certificate clearly indicating the commodity being dealt
- (v) Copy of valid Manufacturing of finished products' Certificate
- (vi) This Tender documents forming part of the contract stamped & signed by the bidder on each page and furnished along with the Technical Bid as token of acceptance of the terms and conditions.

(b) Traders situated outside Odisha :

- (i) Copy of Valid Mining License (Trading/Storage etc) from State Government of Odisha.
- (ii) Valid IBM Registration Certificate of Dolomite;
- (iii) Copy of valid PAN card ;
- (iv) Copy of valid GST Registration Certificate clearly indicating the commodity being dealt ;
- (v) This Tender documents forming part of the contract stamped & signed by the bidder on each page and furnished along with the Technical Bid as token of acceptance of the terms and conditions.

(c) EMD:

The Earnest Money Deposit (EMD) of **Rs.10,000/-** (Ten Thousand only) in the form of Demand Draft / Banker's Cheque favouring MMTC Limited, payable at Bhubaneswar or transfer online to MMTC **Account No. 10229909115 State bank of India, Commercial branch, Bhubaneswar ,IFS Code SBIN0006657**. The unsuccessful bidder shall be refunded their EMD after 7 working days from the date of Sale Order issued to successful bidder. In case wrong information with regard to the eligibility criteria or otherwise is furnished by any bidding party, they shall be black-listed and debarred to enter into any commercial transaction of any nature with MMTC, in future. The EMD amount of the unsuccessful bidders shall be refunded after finalisation of contract with H1 bidder. No interest on EMD amount is applicable.

NB. The bidders who have participated in the NIT No. **MMTC/BBSR/DOLOMITE /2020-21/02 dated 06.07.2020** and have not applied for refund of EMD may state in a separate letter requesting to treat that EMD for this tender.

2. : SALIENT FEATURES OF NIT :

COMMODITY : DOLOMITE MINERALS WET METRIC TONNE (WMT) basis by Railway rakes:

3. : SPECIFICATIONS (INDICATIVE):

(a) CHEMICAL COMPOSITION

- i. MgO: 18% Min.**
- ii. SiO₂: 8% Max**

- iii. **CaO:** 27% Min.
- iv. **Al₂O₃:** 1.5% Max
- v. **Alkali(K₂O only):** 0.6% Max
- vi. **LOI:** 40%
- vii. **Moisture:** 10% (Indicative)

(b) PHYSICAL COMPOSITION: Size : 0 MM to 10 MM

- N.B.** (i) If MgO is found less than 18%, a penalty of Rs.10.00 PMT for each 1% decrease or fraction prorata.
- (ii) If SiO₂ found more than 8% a penalty of Rs.10.00 PMT for each 1% increase or fraction prorata

- 4. Quantity & Delivery period :** About 12,000 (+/-10%)WMT (3 Rakes and One rake shall load a quantity of 3700 +/-10% MT) and within one (01) months from Mines in Odisha on Loaded on to rake basis from the date of the sign of the contract.

MMTC reserves the right to cancel the allocation of a buyer and allot the same to other buyer in case of non-payment of dues towards supply of Dolomite in time and to apply measures as deem fit including forfeiture security deposit of the errant buyer.

- 5. Loading point :** Nearest Railway siding at Sonakhan, Sundargarh District in Odisha
- 6. Destination :** The bidder has to mention the name(s) of railway siding from where they intend to receive the Dolomite rakes. The bidder also has to mention the total numbers of Dolomite Rakes they propose to take/purchase against this NIT.
- 7. Terms of Delivery :** Indent to be registered by the supplier at the said Railway sidings as per rules of Railways or, as per the CBT allotment programme of the Railway.
- 8. PACKING:** Material to be supplied loose in wagons on FOR basis
- 9. Price:** The Price shall be in Indian Rupees per WMT F.O.R loading stations basis as per the Clause no.02. The price shall be inclusive of Royalty & District Mineral Fund (DMF) but exclusive of Cess, GST, any other Govt. levies as applicable which will be as per the prevailing rates. Any variation in the rate of Royalty, DMF, taxes and levies or imposition of any fresh statutory levy during the contractual delivery period shall be to the account of buyer.
- 10. Railway Freight:** The Buyer shall bear the Railway Freight and pay directly to Railways as well. The surcharge if any claimed by Railways for delay in freight payment shall also be to the Buyer's account.
- 11. Other Railway dues** such as, Punitive Charges, demurrage, penalty and Dead freight, adjustment charges etc. shall be as per Railway Receipt or otherwise shall payable by the Buyers and shall be adjusted from Seller/Seller's supplier latter on. Further, any other Railways liabilities, if any, related to the despatch of material shall be borne by Seller's supplier.

12. Weight Determination

- (i) In case of **interstate** transactions, the weight of Dolomite supplied on F.O.R basis shall either be determined at loading station Railway Weighbridge or at any en-route Railway In-motion weighbridge and the Net weight mentioned in the R/R shall be final for payment.

- (ii) In case of **Intrastate** transactions, the weight of the material 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 Loading Railway Siding on the basis of “Transit Permits” issued by Mining Department of Odisha which shall be binding for payment purpose as per rules of Director of Mines, Govt of Odisha. Transit permit quantity (i.e shifting quantity) is to be certified by the respective DDM of Govt of Odisha.

13. Sampling and Analysis of cargo : At the loading point & Mines head, the Seller’s supplier at his own cost shall appoint their Analyst Division for sampling and analysis of the materials from Mines head stacks/lots and issue a pre-shipment report which will be forwarded to Buyer by the Seller for acceptance. After acceptance of the same by the Buyer the Seller shall issue the sale order to the Buyer. Then the materials shall be moved to Railway siding for loading. The said Analyst Division shall draw samples and analyze the quantity and quality of the material loaded in to rake at loading point. The analyst shall determine the specifications (Chemical and Physical) of the material for a full rake in three lots by giving analysis of elements, components as per required specifications. First 02 (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 report after completion of the lot indicating the weighted average of three lots mentioning R/R No R/R date & R/R net weight. This loading point result/certificate shall be final and binding for all purposes. The Buyer at his own cost may appoint IIA/analyst/representative to witness the entire sampling process at Mines head for stack/lot sampling, shifting of materials from Mines head and at loading point for rake sampling for which the supplier shall be requested for needful and to give a sample packet to the Buyer.

14. Payment : The Buyer shall pay 100% amount to MMTC Limited, Bhubaneswar in cash as advance towards cost of goods plus GST, taxes etc as applicable as per Proforma Invoice of Seller. The Seller shall raise commercial invoice on Buyer after despatch of rakes. For the purpose of E-payment the Buyer will be required to pay in Seller’s Bank maintained in **State Bank of India, Commercial Branch, IDICOL House, Ashok Nagar, Unit II, Bhubaneswar, Odisha-751009, A/C No.10229909115 , SWIFT CODE- SBININBB119, RTGS CODE – SBIN0006657.**

15. : Security Deposit: Successful bidder (H1 Bidder) shall submit security deposit of Rs. 50,000 /-(Rupees Fifty Thousand) only in the form of pay order or, demand draft issued by any nationalised Bank in favour of MMTC Limited payable at Bhubaneswar or through **e-payment** to MMTC account mentioned in clause. 14. On receipt of the above security deposit within three (03) working days from the date of LOI on Buyer, necessary Sale Order/ sale contract shall be executed with Buyer. The EMD shall be adjusted in S.D. suitably for the successful bidders i.e. the **H1 Bidder** to pay Rs.40,000.00 (Rupees forty thousand) only as S.D. The Unsuccessful bidders shall also get back their EMD(s) after seven working days from the date of sale order issued to the successful bidder. **The Security Deposit shall be interest free.**

16. GST COMPLIANCE:

In case, if any Input Tax credit of GST Act is denied or demand is recovered from MMTC (the Seller) on account of any act of the Buyer, including but not limited to non-payment of GST Charged and recovered, non-generation of E-Way Bill, non-filing of returns, non-uploading/ improper uploading of valid invoices raised on Seller in the returns etc, the Buyer shall indemnify the Seller in respect of all claims of tax, penalties and/or interest, loss, damages, costs, expenses and liability that may arise due to non-compliance. Such amount shall be recovered from any payment due to the Buyer or from security deposit or any other amount available with the Seller in the same or in any other contracts including future contracts.

If any tax has been paid by the Buyer in pursuance of any demand on account of suppression, fraud or wilful misstatement of facts, then the same shall not be passed on to the Seller through Debit Notes or invoices or supplementary invoices

17. ARBITRATION:

All disputes or difference whatsoever arising between the parties to this contract out of or in relation to the construction, meaning, scope, operation or effect of this contract or validity of the breach, thereof 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 the General Manager, Regional Head of, MMTC Limited, Bhubaneswar. The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India with amendments. The reasoned award made in pursuance thereof shall be binding on the parties. Venue of arbitration shall be Bhubaneswar, Odisha. Only Courts in Bhubaneswar shall have the jurisdiction over disputes in relation to and arising out of this tender.

18. FRAUD PREVENTION POLICY:

(i) 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 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 <http://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)/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 Bidder(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 part 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.

(ii) 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.

(iii) 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.

19. : 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.

20. 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, act of God and acts of Government(including but not restricted to prohibitions of exports and imports), fire, floods, explosions, epidemics, strikes or any other labour troubles, embargoes, blockages, mobilizations, earthquake, cyclone , ***Plant shut down*** restriction 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 15 days of occurrence of any of the cause mentioned in the clause 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.

21. MSMEs: Public Procurement Policy for Micro and Small Enterprises(MSMEs) order, 2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner(MSME) shall also be part of this tender and agreement subsequently.

22. Authorisation of Agent/Representative : For the bid submitted by agent / representatives, the name, address & bank attested 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.

23. Sale Order / Contract : Tender documents forming part of the contract shall be signed by the bidder on each page and furnished along the Technical Bid as token of acceptance of the terms

and conditions. One copy of the Sale Order/ Contract to be issued by the Seller to the successful bidder(s) shall also be duly stamped & signed by the Buyer & submitted to the Seller.

24. : Submission of Tender Bid

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

(a) Techno-Commercial Bid : As per details given in Part. I Clause under Eligibility Criteria .

(b) Price Bid : Price per WMT basis. As per Part. II, Annexure-1.

Both the envelopes super scribing Part-I and Part-II separately for Tender NIT for supply of Dolomite are to be put in one sealed envelope with seal and complete address.

25. General Terms:

(a) For evaluation of the bid, the Highest Quote shall be considered.

(b) MMTC reserve 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.

(c) MMTC also reserves the right to allocate the full quantity to a single buyer or split the full quantity to different buyer(s) who accept the H-1 price.

(d) Once the Buyer accepts the quality parameters of stacks/lots sampling as per the pre-shipment report, the material cannot be disputed/rejected by the Buyer subsequently.

26. : Termination of Contract

The Seller may at any point of time by notice in writing summarily terminate the contract without any complaint whatsoever from the Buyer.

i) In the event of insolvency of the buyer/insolvency of any partner of the buyer's firm/dissolution of the buyer's firm/winding up of the buyers company on appointment of receiver.

ii) If the Buyer 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 buyer shall be liable to compensate the seller for damages, claims, losses and expenses etc.

PART-II: PRICE BID

Price: : The Price shall be in Indian Rupees per WMT F.O.R loading stations (Sonakhan siding) basis. **The price shall be inclusive of royalty & DMF** but exclusive of Cess, GST, any other Govt. levies which will be as per the prevailing rates. Any variation in the rate of Royalty, DMF and GST or imposition of any fresh statutory levy during the contractual delivery period shall be to the account of Buyer. The Price Bid as per Annexure I is to be filled and be submitted in separate sealed envelope super scribing "**Part II PRICE BID of NIT No. MMTC/BBSR/DOLOMITE /2020-21/03 dated 14/08/2020**".

The price offered shall remain valid till **28.09.2020** for acceptance by the MMTC Limited, Bhubaneswar.

Dhaneswar Mohanta
Chief Manager(Minerals)
Land Line No. 0674- 2547508
Mob. No. 9937069054.
Email: dhaneswar@mmtclimited.com
MMTC Limited, Bhubaneswar, Odisha

PART-II**PRICE BID****NIT No.MMTC/BBSR/DOLOMITE /2020-21/03 dated 14/08/2020****Last Date of Submission of Bids : 28.08/2020 at 14 : 00 Hours**As per the above tender, we hereby quote our best price for purchase of Dolomite as below:

Price in (INR- Inclusive of Royalty Rs. 75.00 & DMF Rs. 22.50 presently)) Per WMT Basis FOR Loading onto Rakes near Sonakhan railway siding.	INR per WMT	
GST as Applicable		
Validity of the offer for acceptance by MMTC Limited, Bhubaneswar	30 days from the date of opening of the tender i.e. up to 28.09.2020	

Place:

Signature of the Bidder with Official Seal/Stamp

Date: