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NIT NO. MMTC/BBSR/ LSLs/HSS/ 2016-17/1

DATED 10.03.2017

OPEN TENDER FOR SALE OF IMPORTED LOW SILICA LIME STONE IN BULK ON HIGH SEAS SALE BASIS –ARRIVING AT PARADIP PORT.

MMTC Limited, A Government of India Enterprises , Regional Office at Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar -751007, Odisha invites Sealed Open Tender in **two bid** system for sale of imported Low Silica Lime Stone on High Seas Sale Basis arriving at Paradip Port .

The Indian Bidder(s) are required to submit their sealed tender on or before **17.03.2017 by 15.00 Hrs** in the **Mineral Section, MMTC Limited, Bhubaneswar**. 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 as hereunder along with EMD and Second envelope for "Price Bid" containing only Price per MT (all inclusive) in INR for rates quoted. **The entire information including technical bid and price bid should be type written/down loaded from websites (www.mmtclimited.com or www.eprocure.gov.in).**

Any deviation from above in submission of bids, will lead to rejection of the bid straightway. The **technical bid** will be **opened on 17.03.2017 at 16.00 Hrs** and **Price bid of technically qualified bidders** will be opened subsequently. Both the technical bid and price bid will be opened on scheduled time at the office of MMTC Limited, Bhubaneswar. The Authorised Representatives of the bidders may witness the process, if desired so.

INVITATION FOR BIDS

- | | |
|-----------------------------|--|
| 1. COMMODITY | : Imported Low Silica Lime Stone. |
| 2. QUANTITY | : 10,000 MT (-15% at seller's option). |
| 3. SPECIFICATIONS | : Detail at Annexure - I |
| 4. ORIGIN | : United Arab Emirates. |
| 5. PORT OF LOADING | : Any main port, United Arab Emirates. |
| 6. PORT OF DISCHARGE | : Paradip Port, India |

7. SHIPMENT PERIOD

: MARCH- 2017(UP TO 31.03.2017)

8. DELIVERY and ACCEPTANCE OF GOODS:-

The goods will be considered as delivered by the Seller and accepted by the Buyer on following basis

- i) Quality as per the Test Certificate issued by independent Inspection agency M/s Mitra S.K.Pvt. Limited at load port shall be treated as final. In case of any variation in quality, settlement if any made by the foreign supplier shall be passed on to the Buyer.
- ii) Quantity as per the weight mentioned in the shipping documents (B/L Quantity) shall be treated as final and binding.
- iii) All the rights and title of the goods stands transferred by the Seller to the Buyer when the Negotiable set of documents duly endorsed in favour of the Buyer is handed over by the Seller to the Buyer.
- iv) All the expenses related to clearing/ de-stuffing / Handling / Terminal Charges / Detention & demurrage charges etc. in case of bulk cargo if any would be to the Buyer's account on proportionate cargo basis.
- v) Sale Quantity and shipment period may vary.

9. SHIPPING DOCUMENTS:-

Following shipping documents*would be provided by the seller:-

- i) Foreign Supplier's Commercial Invoice.
- ii) Full set of original Bill of Lading consigned TO ORDER and blank endorsed marked "Freight Pre-Paid /Payable as per charter party"
- iii) Copy of Certificate of Quality issued by independent Inspection agency M/s Mitra S.K.Pvt. Limited at load port
- iv) Copy of Certificate of Weight issued by independent Inspection agency M/s Mitra S.K.Pvt. Limited or Foreign Supplier at load port.
- v) Packing List.
- vi) Copy Certificate of Origin at load port issued by producer / Chambers of Commerce & Industry/ Foreign Supplier.
- ix) Seller's Commercial Invoice of High Seas Sales.

* The Original shipping documents shall be provided in due course.

10.IMPORT DUTIES, TAXES & CLEARANCE CHARGES:-

- i) Buyer shall arrange clearance of the goods from the customs at their sole risk and responsibility. The entire expenses/charges towards clearing, custom duty, etc, will be borne by the Buyer and to be paid directly to the respective agencies/departments.
- ii) Any Sales Tax, Central or State, Octroi and the like or any other statutory taxes or levies or charges imposed by any authority whatsoever, either on the goods or on the value thereof shall be to the account of Buyer.

11. EARNEST MONEY DEPOSIT (EMD) NON INTEREST BEARING

- i) **Bid shall be accompanied by an EMD @ Rs 5,00,000/- (Rupees Five Lakhs)** in the form of Demand Draft/Pay Order in favour of "MMTC Ltd". Payable at Bhubaneswar or through RTGS payment mode subject to verification/proof of receipt in our MMTC account) is acceptable. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date at the time for submission of bids, the bid will not be considered for opening.

A bank detail for submission of EMD is given below:-

State Bank of India

Commercial Branch

Ashok Nagar, Bhubaneswar

A/C No.:10229909115

IFSC: SBIN0006657.

- ii) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be returned after finalization of the tender.

- iii) In case of successful bidder(s), EMD will be refunded subject to receipt of **Bank Guarantee/Performance Guarantee /DD/RTGS of 10% of bid value**; BG to be issued by nationalized bank strictly as per MMTC's prescribed format. BG to be submitted strictly within Seven (7) days of award of the tender.

12. PAYMENT TERMS:-

- i) Bidders are required to quote rates in **INR on PMT** basis.
- ii) The Buyer shall deposit the full value of the goods i.e 100% value of goods (including EMD, if paid in cash) by Demand Draft/Pay Order/RTGS within two (2) days on submission of Seller's proforma invoice in Indian Rupees.
- iii) In case the successful bidder fails to make the payments within the stipulated period, extension for making payment shall be at the sole discretion of MMTC Ltd. In case extension is granted an additional EMD if required to cover mark-to-market losses will be submitted immediately by a successful bidder merely on demand.

Interest shall be charged @ 12.25 % p.a. on monthly rest basis. (Interest rates are subject to change as per circular issued by Banking division of MMTC Ltd, Corporate Office, New Delhi, without notice to the successful bidder) on balance amount upon the expiry of free time, till realization of payment by MMTC Ltd. from the successful bidder.

13. Risk Sale.

If the Buyer fails to pay the „High Seas Sale Value“, other charges and the interest (if any) before 3 days of arrival of the vessel, the Seller shall have the right to forfeit the Earnest Money Deposit (EMD) and invoke the Bank Guarantee(BG)/Performance Guarantee(PG) of the Buyer(s) and clear the goods from the customs appropriately . In such an eventuality, the Seller shall have the right to recover from the Buyer(s) all consequential damages related to clearance & handling, loss on Godown sales, Sales Tax/VAT, demurrage charges, interest on blocked capital etc. Risk sale if any carried out by MMTC **will be at the cost & consequences of the successful bidder(s)** and interest will be charged as per MMTC's prevailing interest rate until the completion of sale contract under risk sale.

14.SUBMISSION OF BIDS:

The offer complete in all respects marked, for sale of Imported Low Silica Lime Stone on High Seas Sale basis addressed to General Manager, MMTC Limited., Regional Office at Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar -751007, Odisha should be submitted in sealed envelope along with requisite EMD **latest by 1500 HRS on 17.03.2017** in the tender box kept at MMTC's reception at the above address. The Tender shall be opened at **16.00 HRS** on same day i.e **17.03.2017** at the above address. Bidders or their authorised representatives may attend the opening of the tender. Offer should be submitted as per Technical Bid(Annex-A) and Price bid format provided at Annex – B. Validity of bid(s) offered shall be one month from the date of opening of tender. The following may also be complied with:

- i) Each page/document must be signed by the bidder.
- ii) Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- iii) MMTC reserve the right to accept or reject any or all bids wholly or partially or make counter offer for the bid(s) without assigning any reasons thereof. MMTC reserves the right to terminate /suspend the works/ works order without assigning any reason thereof.
- iii) Bids sent through fax/email will not be accepted.
- iv) The offer price should be valid up to one month from the date of opening of the price Bid by & for acceptance of MMTC.
- v) KYC document require at the time of Technical Bid submission
 - a. PAN Copy.
 - b. VAT/CST TIN Certificate Copy.
 - c. MOA/Partnership deed Copy of Company.
 - d. ECC Copy.

15. Signing of High Seas sale agreement: The successful domestic buyer/bidder have to deposit 100% payment to MMTC made for sale value of Goods. MMTC shall enter in to High Seas Sale agreement with buyer along with copy of documents for customs clearance by buyer at Paradip .The entire process must be completed before 3 days of arrival of vessel at discharge port/Paradip Port, which will be completed by buyer.

16. INSURANCE CLAIM:-

Any loss, damage shortage and/or any other claim to the consignment, Seller shall nominate and subrogate their right to Buyer to lodge claim and recover the amount from the insurance company/ steamer agents and/ or custom authority to enable Buyer to deal directly with concerned authority.

17. RESPONSIBILITY:-

The said tender shall be deemed to have been cancelled either partially or wholly, without any compensation to the bidder(s) to the extent foreign supplier fails to implement their contract with the Seller either partially or wholly.

18. CONFIDENTIALITY:-

Each bidder represents and undertakes that they will keep confidential any information concerning the other bidder or its business, which the other bidder informs them is confidential or which a reasonable person receiving that information in the same circumstances would regard as being confidential ("information") and not share it with or disclose it to any other bidder.

19. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bids, the terms and conditions of Tender, Bid of the successful and Letter of acceptance issued by MMTC Ltd. along with any amendment issued prior to signing of contract shall constitute the contract between MMTC Ltd. and the successful bidder(s).

20. OTHER CONDITIONS:-

i) MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

ii) Neither of the Parties shall have the right to assign their rights and obligations hereunder to any third party without the prior written consent of other being obtained.

iii) No claim pertaining to an earlier lot can be taken as a ground for (a) rejecting further lots by the Buyer and (b) to make any deductions from the invoice.

iv) Any damage /deficiencies caused to the goods during the process of transit unloading due to accidents or nature of material, resulting in losses should be claimed by the Buyer from the Port Trust, Carriers, Foreign supplier and the Insurance Company as the case may be within the time allowed for such claims. Such claims should be supported by documents like the Short-Landing Certificate, Survey Reports, and Test Reports etc. The Seller shall make every effort to lodge claim with the Foreign Supplier and claims so made would be settled with the Foreign Supplier and settlement that would be made by the foreign supplier shall be passed on to the Buyer and such settlement would be binding on the Buyer.

v) Seller reserves the right to reject any claims made after the expiry of time limit for filing the claim and/or without sufficient evidence to back the claim.

vi) The Seller will not be responsible nor held liable for any consequential, special, or incidental losses or damages including but not limited to loss of anticipated profits, losses arising out of exchange rate fluctuations or any economic loss, loss of goodwill, business, reputation, losses arising out of changes in duty and taxation structure or/and changes in import policy of Government of India or any legal, financial or trade related policy of Government of India or changes/amendments to any law(s) of India after drawing up of the contract.

vii) Buyer shall be entirely responsible and answerable to any government body/agencies on any queries /investigation relating to this High Seas Sales in future.

viii) All claims for shortage etc. will be settled by Buyer directly with insurance/customs/shipping co., etc.

X) For discharge of Goods at Paradip port,if require the buyer shall engage HMC/ shore crane at their own cost at par port norms.

XI) Buyer shall submit Original Bill of Entry for Home Consumption (i.e the Exchange Control Copy) to the Seller within 7 (Seven) days after clearance of material. Buyer can claim refunds if any from Seller only upon submission of Exchange Control Copy of Bill of entry to the Seller.

21. CANCELLATION OF CONTRACT:

If the successful bidder(s) fail to lift the goods with in specified Free time allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving seven days notice and recover the losses, damages besides forfeiture of EMD by resorting to risk sale at the cost and consequence of the successful bidder. The

seller shall not be liable to any costs, damages and consequences upon such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC Limited under the contract/tender shall remain in force till the dispute is finally settled.

22. LIQUIDATED DAMAGES:

In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder, MMTC at its sole discretion after giving of seven days notice to the successful bidder will be free to effect sale of the quantity to any third party at the risk cost, consequences and expenses of successful bidder without prejudice to its other rights and remedies including forfeiture of EMD. In such event the successful bidder shall bear all consequent losses/damages suffered along with cost incurred by MMTC on storage, interest on blocked capital, insurance, shortage, quality etc. at actual. In case the difference is more than the credit balance available if any with MMTC, the successful bidder shall pay the balance amount to MMTC merely on demand.

23. FORFEITURE OF PERFORMANCE GUARANTEE:

MMTC reserves the right to forfeit the Performance Guarantee (i.e the EMD of successful bidder(s)) in case the successful bidder(s):-

- i) Fails to lift the goods within the specified period.
- ii) Commits any breach of contract or fails to fulfil any term(s) and condition(s) of the tender/contract.

24. OTHER TERMS:

- i) Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) and/or his/her/their Agent(s) within the validity of offer.
- ii) For any additional quantity offered to bidder in addition to bid quantity, EMD for the value of the quantity will have to be deposited by the successful bidder(s) upon issue of letter of acceptance/confirmation by MMTC Ltd., as per clause 6 above
- iii) Unsolicited request for change in quantity and price after the opening of tender shall summarily be rejected and blacklisting of parties resorting to such practice may also result.
- v) The successful bidder shall complete the KYC formalities prescribed by MMTC.

25. APPLICABLE LAW.

This contract shall be governed by and construed in accordance with the law of India .Each Party hereby submit to exclusive jurisdiction of court at Bhubaneswar,Odisha.

26. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or validity shall be settled by arbitration in accordance with the Rules of Arbitration of the Arbitration & Conciliation Act 1996, the award made in pursuance thereof shall be binding on the parties. The venue of Arbitration will be Bhubaneswar and appointment of Arbitrator will be made by General Manager, MMTC Limited, Bhubaneswar. The language of the Arbitration proceeding shall be in English

27. 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 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.

28. 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 said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

29. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidder(s) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

General Manager

Place: Bhubaneswar

Date: 10.03.2017.

ANNEXURE-I

CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE

Lot No.1: 10,000 MT (-15% at seller's option) at Paradip Port

	<u>Chemical Composition</u>	<u>Physical Composition</u>	
CaO	48% basis.	Size 10-50MM)	
SiO ₂	5% Max.	+50 MM	5 %, Acceptable up to 10%
Al ₂ O ₃	1% Max.	-10 MM	5%, Acceptable up to 10%
Alkali	0.4% Max.		

Annexure-A

1) NOTICE INVITING TENDER NO. MMTc/BBSR/ LSLs/HSS/ 2016-17/1 DATED 10.03.2017

Technical Bid

Sl. No.	Particulars required	Supplier's Information
1.	Name of the Bidder, complete address, phone/fax Nos. and e-mail ID	
2.	PAN NO.	
3.	ECC/TIN No	
4.	Contract Person Name	
6.	Contract No.	
7.	KYC certified Copy Attached	Yes/No
8.	Details of EMD	

The photo copies submitted should be duly certified as true copies signed by authorized person with company seal.

Place:

Signature of bidder

Date:

Name & Designation of the signatory

Annexure-B

**NOTICE INVITING TENDER NO. MMTC/BBSR/ LSLs/HSS/ 2016-17/1
DATED 10/03/2017**

PRICE BID

1	Rate in INR per MT (all inclusive)	Rs
2	Quantity	10,000 (-15%) MT
3	TOTAL in INR	Rs

N.B.: The above price quoted is valid up to one month from the date of opening of the price Bid by & for acceptance of MMTC.

Place:

Signature of bidder

Date:

Name & Designation of the signatory