

NIT No. MMTC/BBN/QUARTZITE/NINL-RM/3/2013-14 Date -26/09/2013

Last Date of submission of Bids : 07/10/2013 at 1300 Hours

OPEN TENDER NOTICE FOR PURCHASE OF QUARTZITE (10-50MM)

(MINE OWNERS ONLY)

PART-I

MMTC Limited, A Government of India Enterprise, Sub-Regional Office at Kalinga Road, Barbil - 758 035, P.O. Barbil, Dist. Keonjhar (Odisha) having its Regional Office at Alok Bharati Complex, 7th Floor, Sahidnagar, Bhubaneswar - 7 invites sealed tender in two bids system from **mine owners only** for supply of QUARTZITE for our Integrated Steel Plant, Neelachal Ispat Nigam Limited, at Kalinga Nagar Industrial Complex, Duburi - 755026, Jajpur, Odisha, with the following specifications/terms and conditions :-

The bidders are required to submit their sealed tenders on or before 07/10/2013 **by 1300 Hrs** in the Tender Drop Box kept in Mineral Section, MMTC Limited, Barbil. 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 including signed technical bid portion of this tender and Second for Price Bid containing only quoted price per MT on Ex-plant delivery basis in INR. The entire information including technical bid and price bid should be type written/downloaded from website without any change. Any deviation/changes etc, from above procedure in submission of bids, will lead to rejection of the bids straightway apart from actions as deem fit. The technical bid will be opened on 07/10/2013 **at 15.00 Hours** and price bid of technically qualified bidders will be opened subsequently. Both the technical bids and price bids(if possible) shall be opened on 07/10/2013 where the bidders or their authorised representatives if desired, may witness the opening of tenders at our office. 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.

ELIGIBILITY CRITERIA :

- i) Self certified copy of Mining Lease Deed/necessary Trading license (self certified copy).
- ii) Self certified copy of IBM registration certificate.
- iii) Self certified xerox copy of PAN Card, VAT Registration certificate(the certificate should invariably indicate the commodity dealt by the supplier /CST Registration certificate(amendment of Quartzite in the certificate)& Service Tax Certificate..
- iv) **EMD:** Rs.30,000.00 (Rupees Thirty thousand) only in form of Demand Draft/ Banker's Cheque favouring MMTC Limited, payable at Barbil.

If any wrong information with regard to eligibility criteria or otherwise is furnished by the bidder, such bidders will be black listed and prohibited to enter into any commercial transaction of any nature with MMTC in future.

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NB: Those who already participated in the NIT NO.MMTC/BBN/QUARTZITE/NINL-RM/3/2013-14 DATED 10/09/2013 and submitted bid on or before 24/09/2013 has the option to take back the sealed bid and re-submit the new bid by 07/10/2013. In case, the submitted bid is not taken by the bidder during the period of this tender, then it will be presumed that no change in the previous bid is required by the bidder.

MAIN FEATURES OF THE TENDER :

Clause : 1. Commodity :

(A) QUARTZITE (WMT basis)

(B) SPECIFICATIONS :

CHEMICAL COMPOSITION

SiO₂ : 97% Min.

Rejection below 97%

PHYSICAL COMPOSITION.

SPECIFIED SIZE : 10 to 50 MM

+ 50 MM : 5% Max. Above the limit
penalty on fraction pro rata basis

- 10 MM : 5% MAX. Above the limit
penalty on fraction pro rata basis

The base price shall be increased by single pro-rata to the price for each 1% above 97% SiO₂. Lots analysing below 97% of SiO₂ shall be treated as off grade ore and rejected. Only token payment @ of Rs 1 per MT shall be made for such off grade material.

Clause : 2 . Quantity : QUARTZITE : 4400 MTs .

Clause: 3: Delivery period 8th October,2013 to March,2014(up to 31.03.2014) . MMTC reserves the right to extend the delivery period and give optional quantity as per the requirement of NINL.

Clause:4: Delivery Point : NINL plant delivery basis.(Raw material yard of NINL plant) Jajpur Road, Duburi.

Clause:5: Terms & Mode of Delivery : Supplies to be made by Road movement. The supplier has to ensure loading of material in the Lorry fit for loading of Quartzite and arrange packing of doors properly to prevent losses of cargo en-route destination. The supplier must clean each and every Lorry before loading of the material to avoid any contamination.

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Clause:6: Price: All inclusive price in INR per M/T on F.O.R NINL plant delivery basis .The rate will remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. **The price shall also be inclusive of Royalty and Labour Welfare cess but exclusive of VAT, entry tax and Central Sales Tax as applicable as per the prevailing rates.**

Any variation in the rate of taxes, labour welfare cess and sales tax or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence by the supplier. The price offered shall be valid till the completion of delivery of total quantity .

Clause: 7: Penalty As mentioned in the specification clause . Deduction in price will be Rs. 23.00 per WMT on the quantity of over size ore in excess of the contractual specification. Rs. 30.00 per WMT for undersize ore in excess of 5%.

Clause:8: Weight Determination: i)The weight of the Quartzite supplied on Ex-plant basis shall be determined on the basis of weight recorded at destination weighbridge i.e. NINL plant weighbridge for payment purpose.

ii) Other Govt. liabilities if any, related to despatch of material shall to the seller's account.

CLAUSE NO :9 : SAMPLING AND ANALYSIS: Samples of quartzite shall be drawn from each lorry at unloading point. The same shall be screened and crushed on lot basis consisting of 300 MTs per lot for determination of physical and chemical composition by NINL plant as per specification at Clause No. 1 (A) in presence of the sellers representative if desired. The result as per NINL plant shall be binding for payment & all purpose.

Clause :10: PAYMENT:

a) Provisional Payment : Buyer will release 90% payment on E-mode on the basis of weight and complete analysis report determined at NINL plant as per Clause Nos 8 & 9. The Seller shall raise commercial invoice to MMTC Limited, Barbil, Dist: Keonjhar(Odisha) (Tin No.21471106607), for supplying cargo to Neelachal Ispat Nigam Limited. The supplier has to furnish details of Bank Account and other details in writing to MMTC in the prescribed format. **The Bank charges for RTGS payment will be borne by the Seller having account other than State Bank of India.**

(b) Final Payment: The Buyer will release balance 10% payment along with the Security Deposit of Rs.1.00Lakh on satisfactory completion of execution of contract.

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Clause :11: Inspection :

Inspection at Buyer's option will be done at mines by Buyer's representative. This will , however , not absolve the Seller of their responsibility for supply of the material as per contractual specifications.

Clause:12:Consignee : The seller shall consign the material in favour of M/s. Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi-755026, Dist .Jajpur, Odisha A/C. MMTC Limited, Barbil and the TPs issued accordingly.

Clause:13:Default in Delivery : In the event of any default in the delivery schedule or non-performance of the contract by the seller , the Buyer reserves the right to purchase the defaulted quantity involved from the market in which event the contract shall be deemed to have been executed to the extent of such quantities bought at Seller's risk. Additional cost, if any, in the risk purchase including all incidental expenditures in connection therewith shall be paid by the Seller to the Buyer promptly in the manner required by the Buyer immediately on receipt of a demand from the buyer.

Clause: 14 Security

The successful bidder will submit security deposit of Rs.1,00,000/- (Rupees One Lakh only) in form of pay order or demand draft issued by any nationalised Bank in favour of MMTC Limited payable at Barbil. On receipt of the above security deposit, the contract shall be executed. For unsuccessful bidders EMD amount will be returned after 5 working days from the date of issue of Purchase Order to the successful bidder(s).

Clause:15. Arbitration : All disputes or differences in connection with this NIT or the execution thereof shall be settled by mutual negotiation. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this NIT 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 Award made in pursuance to the provision of Arbitration & Conciliation Act 1996 thereof shall be binding on the parties. Venue of the arbitration shall be Bhubaneswar. The General Manager, MMTC, Bhubaneswar will nominate Arbitrator.

Clause:16. Force Majeure :

If 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, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, floods, earthquake, cyclone, **plant shut down** -

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restrictions 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 installment 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 10 days of occurrence of any of the causes mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. For the supplier 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.

Clause:17.Authorisation of Agent /Representative: For the bid(s) submitted by agents/representatives, the name, address and specimen signature of their principal is to be furnished along with a letter of authority issued by the principal authorizing the agents/representatives to participate on their behalf.

Clause: 18.Contract: The tender schedule as above forming part of the contract should be signed by the bidder on each page and furnished along with the technical Bid as token of acceptance. Written contract shall be required to be signed /stamped by the party within 10 days of MMTC's purchase confirmation letter.

Clause:19.Submission of Tender Bid : The bid (s) is / are to be submitted in closed envelopes in following manner:

a)Techno Commercial Bid: As per details given Clause under Eligibility Criteria .

b) Price Bid : Price per WMT basis in INR delivered at NINL plant, Duburi, Jajpur basis.

Both the envelopes put in one envelope superscribing Part - I & Part- II separately for Tender NIT NO.MMTC/BBN/QUARTZITE/NINL-RM/3/2013-14 Date-26/09/2013 for supply of Quartzite for NINL.

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Clause No.20: Specials

(a) For evaluation of the bid, the landed cost at NINL plant , Duburi, Jajpur shall be considered.

(b) MMTC limited reserves the right to cancel or reject any or all bids without showing any reason whatsoever and the decision of MMTC Limited in this respect shall be final and binding & not liable to be questioned in any court or before any authority.

(c) MMTC also reserves the right to allocate the full quantity to single supplier or, split the entire quantity to different suppliers who accept the L-1 price.

Clause No.21: Termination of Contract

The buyer may at any point of time by notice in writing summarily terminate the contract without any complain whatsoever to the seller

- i) In the event of insolvency of the seller/insolvency of any partner of the seller's firm/dissolution of the seller's firm/winding up of the sellers company on appointment of receiver.
- ii) If the seller 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 seller shall be liable to compensate the buyer for damages, claims, losses and expenses etc.

Clause No.22: Validity:

The tendered price/rate will remain valid for 90 days from the date of opening of the tender (price bid), for acceptance by MMTC Ltd.

The details of tender will be available in the MMTC website www.mmtclimited.gov.in & Govt e-procurement portal www.eprocure.gov.in.

MMTC limited
B A R B I L

Accepted.

(End of Technical Bid portion)

NIT No. MMTC/BBN/QUARTZITE/NINL-RM/3/2013-14 Date -26/09/2013
(Last Date of submission of Bids : 07/10/2013 at 1300 Hours)

PART-II

PRICE BID

- 1) ALL INCLUSIVE PRICE IN INR ----- PER MT AT ON F.O.R .NINL
PLANT DELIVERY BASIS *

*.The rate will remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. All inclusive price in INR per M/T on F.O.R NINL plant delivery basis . **The price shall also be inclusive of Royalty and Labour Welfare cess but Exclusive of VAT, entry tax and Central Sales Tax as applicable which will be as per the prevailing rates.** Any variation in the rate of taxes or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of Buyer, subject to submission of documentary evidence by the supplier to that effect. The price offered shall be valid till the completion of delivery of total quantity. The bidder has to mention the element of VAT, CST, Entry Tax amount separately in the footnote of the price bid.

The price offered shall remain valid till 31.03.2014 for acceptance by MMTC .

F.N:-

Place:-

Authorised Signature of
the Bidder with Official seal

Date:-