

NIT No.MMTC/BBN/LIME STONE /NINL-RM/2/2014-15 Dated 10/07/2014
Last Date of Submission of Bids : 31/07/2014 at 13 : 30 Hours
OPEN TENDER NOTICE FOR PURCHASE OF LIME STONE BF GRADE(10-50)MM SIZE

MMTC Limited, A Government of India Enterprise, having its Sub-Regional Office at Kalinga Road, Barbil – 758 035, P.O. Barbil, Dist. Keonjhar (Odisha) invites sealed tender in two bid system from **Mine Owners** only for supply of Lime stone BF grade (48% CaO) for their integrated steel plant, Neelachal Ispat Nigam Limited, at Kalinga Nagar Industrial Complex, Duburi - 755 026, Jajpur, Odisha, as per following specifications, terms & conditions :-

The Bidders are required to submit their sealed tender on or before **31/07/2014** by 13.30 Hrs in the Tender Drop Box kept in Minerals Section, MMTC Limited,SRO,Barbil. The offer (s) is / are required to be submitted in **two separate sealed envelopes** i.e. one for Technical bid containing documents as mentioned under Eligibility Criteria and second for Price Bid containing only quoted price per MT in INR for material tendered with name of loading station and price per MT. The technical bid will be opened on **31/07/2014** at 15:30 Hours and price bid of technically qualified bidders will be opened subsequently. Bidders can depute their authorized representatives during opening of technical and price bids, if they desire. In case bidders fail to depute their representative during such opening of bids, no subsequent 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 etc. In case of any changes in the NIT come to notice subsequently by MMTC, the same will be rejected summarily.

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

(a) MINEOWNERS.(i) Self certification by Mine owners / Copy of Mining lease deed with validity period.(ii) IBM Registration Certificate ; (iii) PAN card ; (iv) VAT Registration Certificate clearly indicating the commodity being dealt ; (v) CST Registration Certificate for Lime stone. (vi) Office address with Fax/e-mail ID/ Telephone Number, (vii) Service Tax Certificate (optional) (viii) All the pages of the tender notice i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions.

(b)EMD of Rs.1 Lakh in the form of Demand Draft / Banker's Cheque favouring MMTC Limited, payable at Barbil. The unsuccessful bidder shall be refunded their EMD after 5 working days from the date of work order issued to successful bidder(s).

In case wrong information/documents with regard to the eligibility criteria or otherwise are furnished by any bidding party, the bidder shall be debarred from entering into any commercial transaction of any nature with MMTC, for a period of one year which may be extended up to three years.

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1. **SALIENT FEATURES OF NIT :**

CLAUSE 1 : Commodity : (a) Lime Stone BF Grade (by Rail)

SPECIFICATIONS:

Chemical Composition

Physical Composition

<u>Chemical Composition</u>		<u>Physical Composition</u>	
CaO	48% basis. Rejection below 47%.	Size 10-50MM)	
SiO2	5% Max. Rejection above 6%.	+50 MM	5%(Max.) acceptable up to 10% with penalty.
Al2O3	1% Max. Acceptable up to 1.2% with penalty. Rejection above 2%.	-10 MM	5%(max) acceptable up to 10% with penalty.
Alkali	0.4% Max. Rejection above 0.4%		

In the event of deviation from the above specifications of Lime Stone, MMTC reserves right to cancel entire or part of the Purchase Order with or without penalty.

CLAUSE 2 : Quantity & Delivery period : 84,000 (+/- 10%) MTs PERIOD 01/08/2014 to 31/03/2015 as per MMTC's option.

Quantities can be increased or decreased on the basis of NINL's requirement and MMTC's option during the above period. Further, MMTC reserves right to extend/reduce the delivery period as per requirement of NINL. Allocation of rakes/Quantity shall be on monthly basis. In case of failure by the supplier to supply allocated quantity/rakes during a particular month, the balance quantity/rake shall not be carried forward to next month and shall be treated as lapsed quantity.

CLAUSE 3 : Loading point :

Nearest Railway siding of the supplier.

CLAUSE 4 : Destination :

Railway Siding of Neelachal Ispat Nigam Limited, Duburi (NINS) Jajpur, Odisha.

CLAUSE 5 : Terms of Delivery : Indent to be registered by the seller at the respective Railway sidings as per CBT allotment programme of the Railways and/or under ODR systems of Railways. Supplier has to ensure loading of material in the wagons fit for loading of Lime Stone and arrange packing of doors properly to prevent loss of cargo en-route destination. The supplier must clean each and every wagon before loading of the material to avoid any contamination of the material.

CLAUSE 6: PACKING & MARKING:

Material should be supplied loose in wagons, if not otherwise advised, after closing the gaps in the wagons to prevent spillage etc.

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CLAUSE 7 : Price:

Price shall be in Indian Rupees per WMT 48% CaO on F.O.R loading stations basis. The price shall be inclusive of Royalty and exclusive of cess, entry tax, VAT /Sales tax, any other Govt. levies which will be as per the prevailing rates. Any variation in the rate of Royalty, cess, ET and Sales tax/CST or imposition of any fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence to that effect by the supplier.

CLAUSE 8 : Penalty & Acceptable Limits : Lime Stone.

Item	Specification	Acceptable Limit	Penalty
CaO	48% Min	Less than 48% & up to 47%	@2% of base price for every 0.1% decrease or part thereof.
SiO ₂	5% Max	More than 5% & up to 6%.	@2% of base price for every 0.1% increase or part thereof, rejection above 5%
Al ₂ O ₃	1% Max	(acceptable up to 1.2% with penalty)	1% Max , 1.2% of base price for every 0.1% increase or part thereof.

Physical Specification and Tolerance Limits:

Physical Properties			
Size	10-50MM		
-10MM	5% Max	Acceptable up to 10% with penalty.	@ 2% of base price for every 1% or part thereof increase.
+50 MM	5% Max	Acceptable up to 10% with penalty.	@ 2% of base price for every 1% or part thereof increase.

For rejected materials, a token price of Rs.1/- PMT shall be applicable. However, other elements like Royalty, a fixed amount of Rs.100/- PWMT towards Transportation Charges of material from Mines/ loading point to railway siding and loading into wagons, labour welfare cess & VAT/CST shall be applicable at actual.

CLAUSE 9 : Weight Determination :

(i)In case of interstate transactions, the weight of Lime Stone supplied on FOR basis shall either be determined at loading station Railway Weighbridge or at any en-route Railway weighbridge and the nett weight mentioned in the R/R shall be final for payment

(ii)In case of intra-state transactions, the weight of the ore 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 Railway Siding on the basis of Transit Permits issued by Mining Department shall be binding for payment purpose.

(iii)In case wagons are not weighed either at loading station Railway Weighbridge or at any en-route Railway Weighbridge, the weight determined on weight-volume-ratio by the public analyst at the loading station shall be final for all purpose. In case assessed quantity is more than the chargeable weight, payment will be restricted on the chargeable quantity mentioned in the Railway Receipt.

(iv) Payment of Railway dues such as, Punitive Charges, Dead freight etc shall be as per Railway Receipt. The Punitive charges and Dead freight if any payable to the Railways shall be shared 50:50 between the buyer and the seller subject to maximum of Rs.100/- per MT being the share of MMTC. Demurrage charges due to delay in loading and over loading penalty due to loading of material in excess of permissible quantity of 68 MT per wagon, shall be to the seller's account. Further, other Railways liabilities, if any, related to the despatch of material shall be to the seller's account.

CLAUSE 10 : Sampling and Analysis of cargo :

At the loading point, an approved / recognized public analyst shall be appointed as independent analyst by the buyer who shall draw samples and analyze for the quantity loaded by the seller. The analyst shall determine the specifications (Chemical and Physical) of the Lime Stone for a full rake in three lots by giving analysis of elements, components as per required specifications. First 2 (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 reports after completion of the lot indicating the weighted average of three lots.

Apart from above as and when required, joint sampling/analysis by a third party inspection agency nominated by MMTC/NINL would be undertaken at unloading point i.e. NINL plant and the results of the sampling analysis shall be binding for all purposes.

Drawing of samples at the time of loading of rakes for carrying out chemical and physical analysis shall be done by the public analyst appointed by the buyer. In case Buyer's representative does not turn up at the time of drawing of samples, the sample so drawn by the public analyst in the presence of seller's representative would be final and binding on the buyer.

Final sample packets prepared by the analyst by crushing, etc. will be divided into 7 (seven) parts and sealed separately in the presence of the representatives mentioned above. Out of above, two sample packets will be handed over to the representative of NINL, one to seller's representative and one will be retained by the public analyst to conduct the analysis. In case recourse has to be taken for umpire analysis, the fifth set of sample packets (i.e the umpire's sample) preserved under the safe custody of the analyst concerned, will be used and the balance two set of sample packets will be handed over to the representative of MMTC.

Cost of such sampling / analysis by the public analyst will be to the seller's account. In the event of recourse, cost of such analysis will be borne as stated in the umpire analysis clause appearing hereunder.

Umpire Analysis :

Whenever buyer or seller demands for umpire analysis the duplicate sample packet with MMTC will be sent for cross-check purpose by MMTC's other empanelled analyst. If the result revealed is at a variance of 0.5% or more, such cases only shall be considered for umpire analysis. The sample intended for umpire analysis will be destroyed after three months from the date of declaration of the analysis results, unless instructions to the contrary are issued. The cost of the umpire analysis will be to the account of the party, whose analysis is more remote from the umpire analysis. If the result of the analysis are equi-distant from the original analysis the charges will be divided equally between the buyer and the seller.

CLAUSE 11 : Payment :

In case of supply of Lime Stone from outside Odisha State parties, NINL will be the Buyer and directly place purchase order to outside Odisha supplier(s) based on the lowest/competitive rates as arrived at by MMTC and after supply of goods, the supplier(s) shall issue commercial invoice directly to NINL(TIN No. 21731400956) under intimation to MMTC along with copies of R/R and Analysis Report. NINL shall settle the bills directly or shall authorise MMTC,Barbil to settle the bills on behalf of NINL.

In case of sales within the state of Odisha, MMTC will be the buyer and shall issue Purchase Order to the seller and Seller shall raise commercial invoice to MMTC Limited, (TIN No. 21471106607) Barbil, Dist Keonjhar, Odisha with following documents:- i) copy of original R/R ii) analysis certificate by third party analyst , iii) copy of "L" and "I" forms along with TP statement and copies of TPs.

(a) Provisional Payment : Buyer will release provisional payment to the extent of 90% value of the cargo through E-mode on receipt of analysis report (CaO content only reported by third party analyst) appointed by MMTC . On the basis of weight determined as per CLAUSE 9 of this NIT against Invoice supported by Railway Receipt / Transit Permit issued by the Dept. of Steel & Mines, Govt of Odisha/MP. Seller will submit a detailed statement of Transit Permits showing quantity shifted from mine-head to the Railway siding. Besides, supplier shall comply with all statutory norms relevant for obtaining mining permission, rake loading, etc.

(b) Final Payment : Buyer will release the final payment after adjustment of provisional payment to supplier on E-Mode on the basis of weight and complete analysis report determined as per CLAUSE No 10. For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to MMTC in the prescribed format.

CLAUSE 12 : CST :

CST at the applicable rate under CST Act 1956 and other Govt. levies, if applicable, shall be paid extra by the Buyer subject to production of documentary evidence.

CLAUSE 13 :Inspection :

Inspection/pre-stack analysis of cargo at Buyer's option will be done at mine-heads by Buyer's representative. This will, however, not absolve the Seller of its responsibility for supply of the material as per contractual specifications.

CLAUSE 14 : 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.

CLAUSE 15 : Default in Delivery :

In the event of any default in delivery schedule or non- performance of the contract by the Seller, the Buyer reserves the right to forfeit the security deposit.

CLAUSE 16 : Security :

Successful bidder shall submit security deposit of Rs. 10,00,000 /-(Rupees Ten Lakh) only in the 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, contract shall be executed and EMD shall be returned to the successful bidders.

(a)In case of bidder within the state of Odisha, the required security deposit of Rs. 10,00,000/- (Rupees ten lakhs only) shall be submitted favouring “MMTC Limited, Barbil” payable at Barbil.

(b)In case of bidder out side the state of Odisha, the required security deposit of Rs. 10,00,000/- (Rupees ten lakhs only) shall be submitted favouring “Neelachal Ispat Nigam Limited” payable at BBSR.

CLAUSE 17 : Arbitration :

Any dispute or difference whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation of this contract or the validity or the breach thereof shall be settled by Arbitration by Sole Arbitrator to be nominated by The General Manager, MMTC, Bhubaneswar .The provision of arbitration and conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of the Arbitration shall be Bhubaneswar, Odisha.

CLAUSE 18 : 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, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone, **plant shut down 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 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 10 days of occurrence of any of the cause mentioned in the contract 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.

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The delivery period in respect of undelivered quantities may be extended during the contractual period at Buyer's(MMTC's) option subject to acceptance of the price by the Seller available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

If no mutual agreement either for extension of time for supply of Lime stone or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

CLAUSE 19 : Authorisation of Agent/Representative :

For the bid submitted by agent / representatives, the name, address & 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.

CLAUSE 20 : Contract :

Tender documents forming part of the contract shall be stamped & 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 Purchase Order(s) to be issued by MMTC to the successful bidder(s)(incase of intra- state transactions) and incase of interstate transactions, NINL shall issue the Purchase Order which shall be duly stamped & signed by the supplier & submitted to MMTC.

CLAUSE 21 : 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 Clause under Eligibility Criteria .

(b) Price Bid : Price per WMT basis.

Both the envelops superscribing Part – I and Part-II separately for Tender NIT No.MMTC/BBN/LIME STONE/NINL-RM/2/2014-15 dated 10/07/2014 for supply of Lime Stone are to be put in one sealed envelope.

CLAUSE 22 : General :

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

(b) MMTC reserves 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) The quantity mentioned under Clause no. 2 shall be splited, if required among 3 (Three) eligible bidders in ascending order, provided they match L1 Landed Cost. Such order split shall be in the ratio L1:L2:L3::60%:25%:15%. In case both the L-2 and L-3 bidders do not accept L-1 price, then the entire quantity shall be offered to L-1 bidder. In case, either of the L-2 and L-3 bidders accept L-1 price, then the ratio shall be L-1:L-2/L-3 :: 70% : 30%.

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Clause No.23: Termination of Contract

- i) The buyer may at any point of time by notice in writing summarily terminate the contract without any complaint whatsoever from the seller
OR
- ii) 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 OR
- iii) 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.24: Validity:

The tendered price/rate will remain valid up to 31/03/2015 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.

Clause No. 25: Integrity Pact:

The successful Bidder shall be required to sign an Integrity Pact as Annexure- I with MMTC which will be a part of the tender.

MMTC limited
B A R B I L

Accepted

NIT No.MMTC/BBN/LIME STONE /NINL-RM/2/2014-15 dated 10/07/2014
Last Date of Submission of Bids : 31/07/2014 at 13 : 30 Hours

OPEN TENDER NOTICE FOR PURCHASE OF LIME STONE BF GRADE(10-50)MM SIZE

PART-II

PRICE BID

Price:

Price shall be in Indian Rupees
_____ per WMT

48% CaO on F.O.R loading stations basis. . The price shall be inclusive of royalty and exclusive of cess, entry tax ,VAT/ Sales tax/CST, any other Govt. levies which will be as per the prevailing rates. Any variation in the rate of royalty, cess, ET and sales tax/CST or imposition of any fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence to that effect by the supplier

The price offered shall remain valid till 31/03/2015 for acceptance by the MMTC.

Place:
Date:

Signature of the Bidder with Official Seal