



**A Govt. of India Enterprise**  
*Touching Lives, adding value*

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**NIT NO. MMTC/KOL/TPT/PIG IRON/15-16/001 dated 17.08.2015**

MMTC invites [e-tender](#) from transporters for inland transportation of Pig Iron in trucks for exports. The last date of submission of tender is at **15:00 hours IST** on **24<sup>th</sup> August 2015**.

The complete details of the e-tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and Govt. website at <http://eprocure.gov.in>

एमएमटीसी पिग आयरन निर्यात के सन्दर्भ में अंतर्देशीय परिवहन के लिए ट्रांसपोर्टर्स से ई-निविदाएं आमंत्रित करता है। निविदा प्रस्तुत करने की अंतिम तिथि **24-08-2015 दोपहर 1500 बजे** IST है।

अधिक जानकारी के लिए, कृपया इन वेबसाइट पर जाएँ [www.mmtclimited.com](http://www.mmtclimited.com) और [www.eprocure.gov.in](http://www.eprocure.gov.in)।

GENERAL MANAGER (MIN.)  
महाप्रबंधक (खनिज)



## **APPOINTMENT OF TRANSPORTER FOR TRANSPORTATION OF PIG IRON FOR EXPORT**

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700 001 ( here in after called the Principal/Owner) invites e-tender in two bid format for customs clearance, excise clearance etc works for export of Pig Iron on the terms and conditions as per the Annexure I :

The offer(s) is / are required to be submitted in two bid format i.e. one for Technical Bid (Physical Form only) duly signed in each page containing documents mentioned and Price Bid (In Electronic Mode only). The **technical bid** will be **opened on 24.08.2015 at 16:00 Hrs** and **price bid of technically qualified bidders** will be opened subsequently. The Authorised Representatives of the bidders may witness the process, if desired so.

MMTC Limited will be exporting 2000 MT Pig Iron in Containers at Haldia Port, ETD end **August - September 2015**. Movement involves transportation of pig iron from Neelachal Ispat Nigam Limited, Duburi, Jajpur, Odisha, India to MMTC authorized Depot at Kolkata / Haldia .

### **TERMS AND CONDITIONS ARE AS FOLLOWS:**

#### **1. Eligibility Criterion**

- i. Experience in transportation of Pig Iron from Jajpur, Odisha area to other location.
- ii. Has Service Tax Registration.
- iii. Transporter shall have satisfactory/dispute free performance during last five years (2009 onwards) with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor which caused damage/risks to MMTC in the past, such Bid shall not be entertained.

#### **2. Scope of work**

Please see Annexure A

#### **3. Performance guarantee:**

The Principal/Owner shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format



at **Annexure-III** ) for an amount Rs. 1,00,000/- (Rupees One Lakh only). The Contractor shall establish the Performance Guarantee (PG) within **3 days** of the issue of the contract. PBG shall be issued by any scheduled commercial bank in India (other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank) Kolkata Branch. The PG Bond shall be kept valid till **31<sup>st</sup> October 2015**. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC may make award to the next Bidder or may invite fresh Bids or may decide as deemed fit.

#### **4. Mode of Submission**

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

##### **A. TECHNICAL BID: (PHYSICAL FORM ONLY):**

**As per annexure I (To be filled up and supporting documents as per Annexure I)**

The documents to be enclosed with physical bid (**As per annexure I**) are required to be submitted physically in sealed envelopes to be dropped in tender box, by **24.08.2015 by 15:00 Hrs** so as to reach **MMTC LIMITED, 4<sup>th</sup> FLOOR, NIC BUILDING, 8, INDIA EXCHANGE PLACE, KOLKATA - 700001.**

Envelop superscribing **“Techno Commercial Bid: “Part -I, MMTC/KOL/TPT/PIG IRON/15-16/001 DATED 17.08.2015 FOR TRANSPORTATION OF PIG IRON FOR EXPORT. “**

##### **B. PRICE BID: (IN ELECTRONIC MODE ONLY):**

**AS PER ANNEXURE-II, TO BE SUBMITTED ELECTRONICALLY (AS DETAILED BELOW).**

#### **INSTRUCTIONS FOR PRICE BID IN ELECTRONIC MODE:**

1) E-Tender is available on MMTC e-procurement website **URL:- <https://mmtc.eproc.in>** for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal URL:- **<https://mmtc.eproc.in>** (a onetime activity) independent of each other as given below.



**Procedure for Obtaining Digital Certificate:** The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:- <https://mmtc.eproc.in> .In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

**Procedure for Registering in E-Procurement portal:** Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to URL:- <https://mmtc.eproc.in> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

2) For any assistance on e-bidding process, please contact Mr. Mr. Rahul Sharma, Technical Support Engineer – email id [rahul.sharma@clindia.com](mailto:rahul.sharma@clindia.com), mobile phone +91-9810605992 OR Ms. Neeti Bala Chandraa email id [neeti.bala@clindia.com](mailto:neeti.bala@clindia.com), mobile phone +91-9958000492.

**5. Due date for submission:**

The last date & time for submission of two bid tender along with above documents is **15:00 Hrs on 24.08.2015** and opening of the same at 16:00 Hrs on the same day. The rates quoted by the contractors in the tender will remain valid for 60 (sixty) days from the date of opening the tender. There should not be any indication/mention of prices in the technical bid (part-1) and if the same is found in part -1, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid (part-II) only.

**6. AWARD OF CONTRACT:**

The Principal/ Owner shall award the contract to the Lowest Bidder (L1) by taking cumulative price bids of all functions.

**7. Tenure of the Contract:**

The contract will be valid during **August – September 2015**

**8. TERMS OF PAYMENT:**

Within 30 days from the date of receipt of your bill along with proof of completion of job entrusted (Received copy of LR).



## **9. TAXES**

The Contractor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Contractor in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. Service tax as applicable shall be paid by the Principal/Owner. Income Tax which the Principal/Owner may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor and the Principal/Owner shall provide the Contractor tax deduction certificate. Wherever necessary, Contractor shall produce proof of above payments.

## **10. EXTENSION OF CONTRACT.**

This contract is valid from [August – September 2015](#). The Principal/Owner may extend the period of contract with the mutual consent between the Contractor and the principal/owner for a specified period on the same terms and conditions as embodied in the contract.

## **11. GENERAL TERMS AND CONDITIONS:**

- a) MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.
- b) The successful bidder should ensure the safety of cargo which they are entrusted to carry/handle. The contractor /transporter shall ensure that the materials transported are not damaged and handled carefully till it reaches the designated place of delivery and loaded into sealed containers.
- c) The transporter shall be liable for the damage or any other shortage including the cost of repairing due to the negligence of transporter. The contractor / transporter shall abide by all traffic and labour laws and Motor vehicles Act which is in force.
- d) All claims and consequential losses arising out of the delay, detention, damage, loss in/during transportation should be settled immediately and shall be paid by the contractor/ transporter or it will be recovered from their dues.



- e) If the contractor/transporter fails to place the trailer and to effect the shipment within reasonable time, the company shall be free to engage any other transporter. The Charges which we are incurring towards this will be recovered at actual from the contractor/transporter.
- f) All shortages/damages/losses shall be to the account of the transporter.
- g) MMTC reserves the right to take appropriate action as deemed fit for default on the part of contractor/transporter.

## **12. TERMINATION.**

If the Contractor commits breach of any provisions of the Agreement, the Principal/Owner shall notify the Contractor to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement.

## **13. FORCE MAJEURE.**

The Principal/Owner and the Contractor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature or other authorities. If operation of such circumstances exceed three months, either 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.”

## **14. ARBITRATION.**

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties.



## ANNEXURE A

### SCOPE OF WORK

- 1) Transportation of Pig Iron from NINL plot to MMTC designated warehouse at Kolkata/Haldia.
- 2) Tarpaulin covers to be provided alongwith trucks.
- 3) Loading at NINL shall be done by NINL.
- 4) Unloading at Kolkata/Haldia shall be done by MMTC appointed agency.
- 5) Weighment will be done at both location i.e. NINL plant and MMTC designated warehouse.
- 6) MMTC shall take transit insurance.
- 7) All trucks will be sealed by NINL/MMTC and sealed. Transporters will have to ensure that the seals are not broken or tampered with , in transit , till the trucks are received at MMTC Godowns at Kolkata / Haldia
- 8) MMTC Kolkata and MMTC Haldia , will be in close vicinity of the Port.
- 9) **THIS BEING AN EXPORT CARGO, NO TOLERANCE SHALL BE ALLOWED AND NET CARGO WEIGHT RECEIVED AT MMTC GODOWN IN KOLKATA / HALDIA , HAS TO BE AS PER ARE – 1 WEIGHT (AS MENTIONED). TRANSPORTERS ARE TO KEEP THIS ASPECT INTO CONSIDERATION WHILE MAKING OFFER.**



## **ANNEXURE 1 (TECHNICAL BID )**

### **We agree to above terms.**

This Agreement is signed by representative's empowered with due and appropriate authorization. This Agreement is signed at Kolkata/Haldia. Court at Kolkata shall have jurisdiction in the matter.

Place\_\_\_\_\_

Date\_\_\_\_\_

### **Contractor**

Signature\_\_\_\_\_

Name

Designation\_\_\_\_\_

Company Seal/Stamp

### **OTHER DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID**

1. Technical Bid is to be submitted duly enclosed with the following documents:
  01. Terms & Conditions at Annexure -I duly signed.
  02. Mandatory Information Form at Annexure -IV duly signed.
  03. Self Certified Copies of Work Order from MMTC/NINL/any other PSU/any other reputed organization showing experience in transportation of Pig Iron from Jajpur, Odisha area to other location.
  04. Self Certified copies of Service Tax No., Bank Approval, PAN No., TIN No., EPF / ESI No etc.
  05. Price Bid offered for (Please tick 1)
    1. NINL (Jajpur) to MMTC Kolkata (Godown) only
    2. NINL (Jajpur) to MMTC Haldia (Godown) only
    3. Both for NINL (Jajpur) to MMTC Kolkata (Godown) and MMTC , Haldia Godown.





**ANNEXURE-II**

**(PRICE BID) - KOLKATA**

MMTC/KOL/TPT/PIG IRON/15-16/001 dated 17.08.2015

**APPOINTMENT OF TRANSPORTER FOR TRANSPORTATION OF PIG IRON FOR EXPORT**

SL.NO	DESCRIPTION OF ACTIVITIES FOR KOLKATA DESTINATION	ALL INCLUSIVE RATE PER MT (IN RS.)
1.	A) TRANSPORTATION FROM NINL PLANT TO MMTC KOLKATA GODOWN. ( LOADING AND UNLOADING EXCLUDED)	
2	Add Service Tax	
3	TOTAL	

N.B.: The rates quoted by the contractors in the price bid will remain valid for 10 (ten) days from the due date of tender i.e. upto 04.09.2015.

Place : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal/Stamp \_\_\_\_\_



**ANNEXURE-II**

**(PRICE BID) - HALDIA**

MMTC/KOL/TPT/PIG IRON/15-16/001 dated 17.08.2015

**APPOINTMENT OF TRANSPORTER FOR TRANSPORTATION OF PIG IRON FOR EXPORT**

SL.NO	DESCRIPTION OF ACTIVITIES FOR HALDIA DESTINATION	ALL INCLUSIVE RATE PER MT (IN RS.)
1.	A) TRANSPORTATION FROM NINL PLANT TO MMTC HALDIA GODOWN. ( LOADING AND UNLOADING EXCLUDED)	
2	Add Service Tax	
3	TOTAL	

N.B.: The rates quoted by the contractors in the price bid will remain valid for 10 (ten) days from the due date of tender i.e. upto 04.09.2015.

Place : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal/Stamp \_\_\_\_\_



### ANNEXURE -III

#### **PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On a stamp paper of applicable amount to be executed by a Kolkata Branch of a Scheduled Bank other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank)

Sub: Tender No. \_\_\_\_\_

**The Chief General Manager ,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place, Kolkata 700001**

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Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_ with M/s. \_\_\_\_\_ (name) address \_\_\_\_\_, (hereinafter called the 'XX')
- 2) AND WHEREAS the '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 the MMTC, immediately on demand up to and not exceeding the sum of Rs. \_\_\_\_\_ 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 the 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 the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. \_\_\_\_\_. Our Guarantee shall remain in force until 31<sup>st</sup> October 2015.
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before 31<sup>st</sup> October 2015.
- 7) Your Letter of Demand 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) We further agree 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 Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our 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)  
(Banker's Seal)



ANNEXURE -IV

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation