



A Govt. of India Enterprise  
*Touching Lives, adding value*  
NIC Building, 4<sup>th</sup> Floor,  
8 India Exchange Place, Kolkata 700001  
e-mail : kkpaul@mmtclimited.com  
Website: [www.mmtclimited.com](http://www.mmtclimited.com)

## **NOTICE INVITING TENDER**

**NO. MMTC/KOL/MN/IMP/P-001 DATED 28TH FEBRUARY  
2014**

MMTC invites tenders from interested Overseas suppliers for Import of Manganese Ore. The last date of submission of tender is at 14.00 hours IST on 14<sup>th</sup> March 2014.

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>

DY GENERAL MANAGER (MIN.)



**A Govt. of India Enterprise**  
*Touching Lives, adding value*  
NIC Building, 4<sup>th</sup> Floor,  
8 India Exchange Place, Kolkata 700001  
e-mail : [kkpaul@mmtclimited.com](mailto:kkpaul@mmtclimited.com)  
Website: [www.mmtclimited.com](http://www.mmtclimited.com)

Dear Sirs,

**Sub: Global Tender for import of Manganese Ore**

Established in 1963, MMTC Limited, a Government of India enterprise is a leading international trading company with annual turnover of over US\$ 5.20 billion. It is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals from India. For further details please visit our website at [www.mmtclimited.com](http://www.mmtclimited.com)

MMTC invites global tenders in two bid system for import of Manganese ore from interested overseas bidders. The bidders are requested to submit their offers as per the tender documents. The last date of submission of tender is at 1400 hrs on 14<sup>th</sup> March 2014.

The tender notice consists of two sections. Section – I (Tender description) and Section-II (Formats of documents). The bidders are requested to read the entire tender before submitting the bids.

The overseas bidders shall submit their Technical bids alongwith supporting documents in a sealed envelope in the tender box and the Price Bid in electronic mode in MMTC's E-portal at <http://mmtc.eproc.in>.

The bidders shall superscribe the name of the company, contact person, phone, fax, e-mail address, Tender no. and closing date. Incomplete offer or offer received after the closing time and date shall be rejected.

Please send your offer addressed to Shri A. Hembram, Dy. General Manager, Regional Office, Kolkata at the below mentioned address to reach latest by 1400 hrs on 14<sup>th</sup> March 2014.

MMTC LIMITED  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place  
Kolkata 700001

THANKING YOU,

DY GENERAL MANAGER (MINERALS)

SECTION I  
**MMTC LIMITED,**  
NIC BUILDING, 4<sup>th</sup> FLOOR  
8 INDIA EXCHANGE PLACE, KOLKATA 700001

1. COMMODITY : MANGANESE ORE
2. QUANTITY : 1000 MT (+/- 10%) – BUYER’S OPTION  
( In 2 lots 500MT each)
3. Shipment Period : 1<sup>st</sup> Lot shipment by March 2014.  
2<sup>nd</sup> Lot shipment after reconfirmation from the buyer.
4. SPECIFICATIONS :  
  
Mn : 36% Min 38% basis (Rejection below 36%)  
SiO<sub>2</sub> : 10% Max  
Al<sub>2</sub>O<sub>3</sub> : 5 % Max  
Fe : 5% Max  
S : 0.05% Max  
P : 0.05% Max  
Moisture : 10% Max (Rejection above 15%)  
  
Sizes : 10mm-80mm (95% min)
5. PACKING : LOOSE IN 20’ CONTAINERS
6. ORIGIN : Thailand
7. DISCHARGE PORT : Vizag or Haldia / Kolkata – India
8. SHIPMENT PERIOD : March 2014- April 2014
9. LOADING TERMS: CFR Haldia/ Vizag
10. PRICE (TO BE QUOTED)

The bidders shall quote, Prices in USD PDMT (of Mn content): PRICE CFR  
Haldia or Vizag, India

Please see Price Bid format at Annexure III. The price bids shall be submitted in  
electronic mode only.

## 11. PENALTY CLAUSE

FOR Mn Content below 38% penalty rate shall be double pro- rata reduction.  
Rejection if Mn content is less than 36% at Discharge Port

## 12. VALIDITY :

The bidders shall keep their bids valid for a period of 10 (ten) calendar days from the date of closing of e-tender excluding the date of closing. In case the 10<sup>th</sup> day falls on a holiday or remains closed for the seller, such bids will be deemed to be automatically extended to be valid up to the next working day of buyer.

## 13. ELIGIBILITY CRITERIA

Bidder shall fulfill the following criteria and submit supporting documents in a tender box kept in MMTC, Kolkata Office

- a. Bidder shall enclose an **Auditor's Certificate** indicating (i) annual turnover (ii) networth as on last annual balance sheet Or audited annual financial statement for the last three years.
- b. Bidder shall enclose a Credit rating Report from any one of the following agencies: ( D&B, S&P, Moody's, ICRA, CRISIL, CARE). Credit rating report should be issued on or after 28<sup>th</sup> February 2014.
- c. Bidders shall enclose a Bank reference report issued on or after 28<sup>th</sup> February 2014.
- d. Bidder shall submit an EMD (Security Deposit) for USD 2500 or INR equivalent of Rs 1.50 Lakhs in the form of Bank Guarantee (BG format enclosed at Appendix - I). BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG.
- e. Bidder shall submit duly signed and stamped all documents given in **Section-I** of the tender notice.

MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of earnest money deposit, performance guarantee bond and establishment of letter of credit towards the value of cargo.

## 14. SAMPLING & ANALYSIS

- a) At the loading port seller shall at seller's expense, appoint Mitra S K Pvt.Ltd /SGS India Ltd to determine the specification of ore content in each shipment, and shall provide a certificate showing details of the determination and also the percentage of free moisture loss at 105 degree centigrade.
- b) At the port of discharge Mitra S K Pvt.Ltd /SGS (or any other assayer mutually agreed by Buyer and Seller) shall sample from each shipment and divide into three parts, one for buyer, the second for seller and third for umpire analysis which shall be sealed and kept with discharge port assayer for chemical analysis.
- c) The buyer shall forward the certificate issued by discharge port assayer showing the percentage of free moisture loss at 105 degree centigrade and the relevant analysis

within 60 (sixty) days after the date of Bills of Lading to seller by airway mail. Discharge port analysis shall be final .

## **15. WEIGHMENT**

At the loading port the seller at seller's expenses shall determine the weight of shipment of ore by actual weight of ore loaded into containers. The weight of ore as ascertained and certified by SGS India Ltd / Mitra S K Pvt.Ltd analysis certificate shall be basis of seller' s invoice.

Buyer shall, at buyer's expense shall appoint SGS (or any other assayer mutually agreed by Buyer and Seller) for determination of weight at the port of destination.

The weight of each shipment at the discharge port shall be ascertained actual cargo weight (ie gross weight of loaded containers less tare weight of containers). The weight thus determined by the assayer shall be final as to wet quantity in relevant shipments except if difference between loadport and discharge port dry weight is more than 0.5%.

The dry quantity shall be determined by deducting the free moisture referred to in clause 10 of tender for such wet quantity. MMTC may appoint their representative for inspection at the discharge port. If the difference of dry weight determined at the load port and at the discharge port is over 0.5%, then the mean of these two weights shall be final.

## **16. PAYMENT TERMS:**

A) MMTC shall direct payment to the foreign supplier in two stages i.e. Provisional and Final Payment. Provisional payment of 90% of invoice shall be released upon submission of the following original documents thru bank to MMTC Kolkata

- i) Invoice for 100% of value, but payment limited to 90%
- ii) Shipped on Board Bill of Lading
- iii) Quality Analysis certificate issued by SGS India Ltd / MITRA S.K Pvt Limited or any other surveyor mutually agreed
- iv) Weight certificate issued by SGS India Ltd / MITRA S.K Pvt Limited or any other surveyor mutually agreed
- v) Certificate of Origin issued by Chamber of Commerce
- vi) Packing List

B) Final payment of balance 10% on the basis of Discharge port results within 7 days from the date of final discharge upon submission of the following documents. The analysis report at discharge port shall be treated as final for settlement purpose.

- i) Original invoice for 10 % value
- ii) Quality Analysis certificate issued by SGS India Ltd / MITRA S.K Pvt Limited or any other surveyor mutually agreed
- iii) Weight certificate issued by SGS India Ltd / MITRA S.K Pvt Limited or any other surveyor mutually agreed

## **17. EVALUATION OF BIDS**

MMTC shall evaluate technical bids of the bidders received in tender box within due date. The bidder shall submit price bids in electronic mode

only. Thereafter MMTC shall open the price bids of those bidders who have qualified in their technical bids. MMTC shall award the contract to the lowest bidder (L1).

#### **18. AWARD OF CONTRACT**

MMTC shall place purchase order to the lowest bidder (L1) only subject to reconfirmation from MMTC. A purchase contract shall be entered between MMTC and the lowest bidder (L1) as per standard terms and conditions of MMTC. In case the successful bidder fails to forward the signed sale contract within 3 calendar working days from the date of issuance of contract by MMTC, the MMTC reserves the right to invoke the bank guarantee submitted by the bidder as EMD. MMTC shall have the right to procure the quantity to more than one bidder. MMTC shall have the right to review the performance of bidder and accordingly MMTC shall cancel/modify the contracts.

#### **19. Earnest Money Deposit/ Security Deposit**

All Bidders (except MTPL Singapore which is a 100% subsidiary of MMTC) are required to submit EMD for an amount of USD 2500 or INR equivalent to Rs 1.50 Lakhs in the form of a bank guarantee (Proforma enclosed at appendix A) through a scheduled commercial bank (other than Gramin bank and Co-operative bank) in Kolkata, India in favour of MMTC Limited. The BG should be valid for **minimum 30 days**. Offer without proper EMD will not be considered. BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG along with tender documents.

MMTC shall issue a letter to the successful bidder accepting the price and shall also indicate amount of performance guarantee required by the successful bidder. The bidder shall agree to keep the above EMD towards performance bank guarantee till satisfactory performance of the purchase contract. In case the successful bidder fails to (i) sign the purchase contract, or (ii) satisfactory performance of the purchase contract MMTC reserves the right to invoke the bank guarantee submitted by the bidder as EMD/ Security Deposit.

(Performance Bank Guarantee format is attached at Appendix-V)

#### **20. DUE DATES**

Submission of Technical Bids and Price Bids: **14.03.2014 by 14.00 hrs IST**  
Opening of Technical Bid : **14.03.2014 by 14.30 hrs IST**  
Opening of Price Bid : **14.03.2014 by 16.00 hrs IST**

#### **21. MODE OF SUBMISSION OF TENDER**

The bidder shall participate in the tender through physical mode for technical bid and electronic mode for Price Bid. No physical Price Bid shall be accepted.

#### **22. PROCEDURE FOR PARTICIPATING IN E-TENDER**

E-tender is available on MMTC E-procurement website [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC) 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 <https://mmtc.eproc.in> (a one time activity)

### **23. 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 website [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC). In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

### **24. PROCEDURE FOR REGISTERING IN E-PROCUREMENT PORTAL**

The bidder will have to register with MMTC's E-Procurement portal. For registering, please visit to [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC) and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact Mr. Pradeep S R, First Level Contact: Tender Wizard Help Desk – email id [pradeep.sr@antaressystems.com](mailto:pradeep.sr@antaressystems.com) [pradeep.sr@antaressystems.com](mailto:pradeep.sr@antaressystems.com), mobile phone 91- 9686196751 OR Mr. Yogesh email id [yogesh.m@antaressystems.com](mailto:yogesh.m@antaressystems.com), [yogesh.m@antaressystems.com](mailto:yogesh.m@antaressystems.com), mobile phone 91-9686196755.

### **21. Bidder shall submit their offers separately in the following two-bid format:**

- I) PART A: Technical Bid (Physical mode) and
- II) PART B : Price bid (Electronic mode ).

#### **Part – A: TECHNICAL BID : (Physical Form only)**

Bidder shall submit the following supporting documents in tender box.

- f. Bidder shall enclose an **Auditor's Certificate** indicating (i) annual turnover (ii) networth as on last annual balance sheet or audited annual financial statement for the last three years.
- g. Bidder shall enclose a Credit rating Report from any one of the following agencies: ( D&B, S&P, Moody's, ICRA, CRISIL, CARE). Credit rating report should be issued on or after 28<sup>th</sup> February 2014.
- h. Bidders shall enclose a Bank reference report issued on or after 28<sup>th</sup> February 2014.
- i. Bidder shall submit an EMD (Security Deposit) for USD 2500 or INR equivalent of Rs 1.50 Lakhs in the form of Bank Guarantee (BG format enclosed at Appendix - I). BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG.
- j. Bidder shall submit duly signed and stamped all documents given in **Section-I** of the tender notice.

MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of earnest money deposit, performance guarantee bond and establishment of letter of credit towards the value of cargo.

The above documents are required to be submitted physically in sealed envelopes to be dropped in tender box, by due date and time so as to reach Shri A. Hembram, Dy. General Manager, **Mineral Division, MMTC Ltd., NIC Building, 4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700001**

The technical bids will be opened as per due date. After scrutiny of technical bids, the price bids of only those bidders whose technical bids are acceptable will be opened and considered further.

## **PART-B: PRICE BID: (ELECTRONIC MODE ONLY)**

The bidders shall submit their price bids in electronic mode at MMTC E portal at [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC). The bidder shall submit price bids separately for each item wise, lotwise as per price bid format enclosed at Annexure III. The price shall be quoted in USD PMT CFR haldia/Vizag and confirming validity of offer as per tender in the price bid format.

Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of successful bidder (Technical) will be opened as per due date. Incomplete offer or offers received after the closing time and date shall not be accepted.

- 19.4** Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.
- 19.5** EMD of the unsuccessful bidder will be returned back and for the successful bidders it will be returned after receipt of performance bank guarantee.

## **20.0 GENERAL CONDITIONS**

- 20.1.** MMTC reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions or correction in the catalogue and/or additions or deletions of items being offered for purchase are binding on the bidder.
- 20.2.** Participation and bidding in this tender shall be treated as conclusive evidence of the fact that the bidder has carefully gone through and understood the terms and conditions of e-tender including the amendments if any, prevailing at the time of e-tender. MMTC and **Antares System Pvt. Limited** will not entertain any complaints or objections once bid is placed.
- 20.3** The BG issuing bank must have a net worth of atleast Rs.500 Crore and Capital Adequacy Ratio of atleast 9%.
- 20.5.** MMTC shall have the right and authority to review / modify / amend any condition / format of e-tender.
- 24.6.** After finalization of the purchase price, MMTC will arrange to send standard purchase contract to the supplier for signatures.
- 20.8.** If for any reason, the supplier fails to send the signed contract or fails to open the PBG bond for appropriate value, MMTC reserves the right to encash the EMD available with MMTC.
- 20.9.** MMTC reserves the right to accept or reject any or all tenders or to re-tender at MMTC's sole discretion without assigning any reasons. Incomplete offer or offers



received after the closing time and date shall not be accepted. The complete details of the tender enquiry are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and <http://eprocure.gov.in>

**21. ARBITRATION**

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order 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 CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties, the venue of arbitration shall be Kolkata. Only the courts at Kolkata shall have the jurisdiction over the disputes in relation to and arising out of the work order. The applicable laws shall be law of India.

DY. GENERAL MANAGER (MINERALS)

**ANNEXURE – II**

I) DESCRIPTION AND SPECIFICATIONS OF Manganese Ore (Thailand Origin)

Mn	:	36% Min 38% basis (Rejection below 36%)
SiO <sub>2</sub>	:	10% Max
Al <sub>2</sub> O <sub>3</sub>	:	5 % Max
Fe	:	5% Max
S	:	0.05% Max
P	:	0.05% Max
Moisture	:	10% Max (Rejection above 15%)
Sizes	:	10mm-80mm (95% min)

**ANNEXURE – III**

**PRICE BID**

**LOT NO. 1 (1000 MT of Manganese Ore of Thailand Origin)**

1	Product	Manganese Ore
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity (in container)	1000 MT (+/- 10% at buyer's option)
5	PRICE IN USD PDMT CFR HALDIA/ VIZAG	Price Bid in electronic mode only
6	Validity of price	Upto 31st March 2014

**(Signature of Bidder)**

SECTION - II

Appendix-I

**PROFORMA FOR BANK GUARANTEE FOR EMD**

(On a stamp paper of applicable amount to be executed by a Kolkata Branch of a Scheduled Bank other than Gramin Bank or Cooperative Bank)

Bank Guarantee No. \_\_\_\_\_  
REF No. \_\_\_\_\_

Date \_\_\_\_\_

MMTC LIMITED,  
Core -1, Scope Complex,  
7, Institutional area,  
Lodi Road,  
New Delhi-110 003.

Sir,

1. WHEREAS, MMTC LIMITED, 4<sup>th</sup> Floor, NIC Building, 8 India Exchange Place, Kolkata - 700001, India, (hereinafter referred to as MMTC) has invited bids vide Chrome Ore / Concentrate of Indian Origin Global E-Tender (hereinafter referred to as Invitation to Bids) for supply of \_\_\_\_\_ MTs +/- 10% Manganese Ore.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ \_\_\_\_\_ in favour of MMTC, Kolkata in the form of a Bank Guarantee of US\$ \_\_\_\_\_ with a validity **upto 30<sup>th</sup> April 2014 within and period upto 31<sup>st</sup> March 2014.**
3. AND WHEREAS at the request of M/s. \_\_\_\_\_ (Name & address of the Bidder) we \_\_\_\_\_ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of US\$ \_\_\_\_\_ with a validity **upto 30<sup>th</sup> April 2014 and claim period upto 31<sup>st</sup> March 2014** and that the Bidder M/s. \_\_\_\_\_:-
  - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
  - b) Shall sign the purchase contract forwarded by MMTC within three calendar days.
  - c) shall in the event of the offer being accepted by MMTC, the bidder shall unconditionally agree to keep this bank guarantee as security deposit towards satisfactory performance of the contract.
  - c) shall further arrange to supply the confirmed quantities as per the purchase contract. by the last date of shipment indicated in the purchase contract.
  - e) Any other conditions as stipulated by MMTC from time to time.
4. We \_\_\_\_\_ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the

said Bidder a sum of US\$ \_\_\_\_\_. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

5. We \_\_\_\_\_ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to M/s. \_\_\_\_\_ (Bidder) notwithstanding any dispute raised by \_\_\_\_\_ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC Limited, Kolkata, India across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ \_\_\_\_\_ only.
8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. \_\_\_\_\_ (Bidder).
10. The liability of this bank shall discharge upon receipt of US\$ \_\_\_\_\_ only by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially **upto 30<sup>th</sup> April 2014 and claim period upto 31<sup>st</sup> March 2014** and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

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

Name and code : \_\_\_\_\_

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

Seal of the Bank : \_\_\_\_\_

<b><u>BANK GUARANTEE - EMD</u></b>		
<b>With validity upto</b>	<b>:</b>	<b>30<sup>th</sup> April 2014</b>
<b>With Claim period</b>	<b>:</b>	<b>31<sup>st</sup> March 2014</b>