



Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007  
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**NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR  
DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING &  
ANALYSIS SERVICES OF IMPORTED COKING COAL AT PARADIP  
PORT VESSEL-WISE**

**NIT NO:MMTC/BBSR/CC/ASSAYERS/ 2017-18 DATED: 25/10/2017**

**SUB: TENDER FOR DRAFT SURVEY, SAMPLING & ANALYSIS  
SERVICES FOR IMPORTED COKING COAL.**

MMTC invites bids open tender from interested service provider against Tender in two Bid system for services of discharge supervision, draft survey, sampling & Analysis of coal vessels and stock verification of coal stocks during November 2017- October 2018. The last date of submission of tender is **1100 hrs on 14th November, 2017.**

The complete details of the tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com), Govt. website <https://eprocure.gov.in> and C1 website <https://mmtc.eproc.in>

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

Addl. General Manager (Minerals)

**NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE  
SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES OF  
IMPORTED COKING COAL AT PARADIP PORT VESSEL-WISE**

MMTC Limited, A Government of India Enterprises , Regional Office at Alok Bharati Complex, 7<sup>th</sup> Floor, Sahid Nagar, Bhubaneswar -751007, Odisha invites Sealed open Tender in **two bid** system for verification of stock of Pig Iron at Paradip Port Plot from amongst the Inspection Agencies /Quality Assayers/Surveyors as per the below terms and conditions .

The Indian Bidder(s) are required to submit their sealed tender on or before **14.11.2017 by 11.00 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 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/downloaded from websites ( [www.mmtclimited.com](http://www.mmtclimited.com) or <http://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 14.11.2017 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 Authorized Representatives of the bidders may witness the process, if desired so.

## SECTION I

1. **COMMODITY** : IMPORTED COKING COAL
2. **CARGO ORIGIN** : Overseas/Foreign
3. **PORT OF DISCHARGE** : Paradip Port, India
4. **PERIOD** : NOVEMBER 2017 - OCTOBER 2018

### **5. SCOPE OF WORK:**

1. Discharge Supervision, Draft Survey, Sampling and Analysis and Moisture test services vessel-wise for incoming vessels of Coal at Paradip Port Plot as per Specifications of Work Order provided for the vessel.
2. Stock verification and assessment by weight volume ratio at Financial Year end or as and when required.

### **6. ELIGIBILITY CRITERIA:**

Samplers/assayers who fulfill the following criteria would be considered in this tender:

1. GST Registration for the state of Odisha.
2. They should have existing technical team/supervisory team at Paradip ,Odisha.
3. They should have laboratories facility for testing of material in Odisha.
4. They should have minimum 3 years of experience in verification /analysis of Coal .
5. They should have proper tools and instruments like Theodolite for physical verification of stock.
6. They should make own administrative arrangement like gate pass, vehicle ,permits for instrument etc.
7. They should hold a valid certificate of Export Inspection Council (EIC) for operations in India. Assayers having valid license for a particular place would be eligible for being considered accordingly for Paradip Port.
8. They should be well conversant with ISI standards/international practices for carrying out sampling/analysis/ stock assessment work at Paradip Port.
9. Bidder should deposit EMD of Rs 10,000/- in shape of DD /RTGS proof

### **7. SPECIFICATIONS OF WORK**

The services to be performed by the inspection Agency under this contract shall include the services as per the scope of work contained herein:

- a) Samples are to be drawn as per the guidelines of IS-436 Part - 1/1964 or latest. One lot sample will be collected from each 5,000MT. Weight of gross sample shall be (minimum) 75Kg. Weight of increment (approx.) 5Kg. and number of increments

shall be 15. Samples are to be collected from the discharge jetty of the Port ensuring that samples so collected is representative of all the hatches of the vessel. Samples collected will be packed in three suitable envelopes. All envelopes shall be sealed and superscribed with details of vessel(s), material, date of Discharge commence and completed, etc. with signature & seal of the inspection agency. Two packet to be supplied to MMTC, Paradip.

- b) The quality analyzer/Inspection agency will submit their analysis reports as per the format given below:-

Sl.No	PARAMETER	RESULT
1	Total moisture (on as received basis) IS 1350-1984	
2	Ash (on air dried basis) IS 1350 - 1984& IS 1353-1993	
3	Volatile Matter (on air dried basis) IS 1350 - 1984& IS 1353-1993	
4	Sulphur (IS 1350 & IS 1353) 2012	
5	Crucible Swelling Number (ISO 501-2012 or IS1353 -1993)	
6	Mean Max Reflectance of Vitrinite (ISO -7404 - 2009)	
7	Vitrinite Percentage (ISO-7404 - 2009)	
8	Vitrinite Distribution V9-V14 (ISO-7404 - 2009)	
9	GIESELER PLASTOMER Test (ASTM D-2639 - 2013) Maximum Fluidity (DDPM)	
10	Microfines (size Fractions less than 0.50MM)	
11	Inherent Moistures (Air dried basis)-IS1350 - 1984	
12	Fixed Carbon (Air dried basis)- by calculation.	

- c) The scope of work also includes conduct of initial and final draft survey and also inspection of the hatches before commencement and after completion of discharge of cargo from the vessel. In case of any abnormal discrepancy observed during the discharge of the vessel pertaining to quality of cargo, the Inspection agency will immediately report to the undersigned in writing. After completion of the discharge, it must be ensured that no material is left over in the hatches. Accordingly, Cargo Discharge Completion Certificate and Weight Certificate as determined by final draft survey is to be submitted within three (3) days of completion of the discharge.
- d) The Inspection Agency shall submit analysis report within 10 days of completion of discharge of the vessel. The Certificate of Sampling and Analysis shall be prepared in 6(six) copies, of which 4(four) copies shall be submitted by the Agency in respect of each consignment and the remaining 2(two) copies shall be submitted by the Agency along with Invoice.

- e) The Inspection Agency shall submit analysis report, conducted either at RDCIS or CIMFR Laboratory only, within 30 days of completion of discharge of the vessel for parameters mentioned in Sl. No. 6 to 9 as mentioned in Para - 2 above.
- f) MMTC reserves the right to witness the analysis process of the samples at analyzers laboratory.
- g) Notice For Handling The Cargo:
  - i) MMTC shall communicate to the appointed inspection agency by informing details of the vessel bringing the cargo.
  - ii) MMTC would provide three days advance notice to the inspection agency before the date of arrival of the vessel which may be in the form of fax/E mail to enable the inspection agency to take all the steps for carrying out services in respect of the Draft survey, Coal Sampling analysis. In exceptional cases, a shorter notice can be given by MMTC but not less than 24 Hrs.

#### **8. CONTRACT PRICE:**

The charges payable for the Scope of Work mentioned above, shall be kept valid for the entire period of Contract / Work Order. The prices shall be firm and binding during the contractual period of one year from the effective date of contract. There shall be no escalation during contractual period and till completion of entire Scope of Work., for reasons whatsoever.

Performance Bank Guarantee: Security amount of Rs. 40,000/- (EMD to be adjusted for L-1 Party for works at B1)

#### **9. DELIVERY SCHEDULE.**

The Contract Duration / validity of work order shall be for one year from the effective date of Contract for Draft Survey, Sampling & Analysis services for coking coal, imported through Paradip Port by MMTC Limited, Bhubaneswar, which shall be extended for one more year on sole discretion of MMTC Limited at the same terms and conditions

#### **10. TAXES, DUTIES & LEVIES**

All Taxes, Duties & Levies legally applicable and stipulated in the contract, shall be reimbursed by Purchaser/MMTC. All statutory duties & levies shall be deposited at appropriate Statutory Authorities by AGENCY. MMTC shall bear no liability in respect of any non-compliance of above, by the AGENCY. Any Tax which Purchaser may be required to deduct by Law / Statute, shall be deducted at source, and shall be paid to the concerned Authorities on account of the AGENCY, and Certificate for such deduction and deposit thereof, shall be provided to AGENCY by Purchaser.

Any Statutory increase resulting from AGENCY's turn-over shall be to the AGENCY's account. The AGENCY should provide GSTN Invoice(s) to MMTC.

**11. TERMS OF PAYMENT:**

- a. Subject to deductions, if any, applicable as per the Contract, the AGENCY shall be entitled to receive payment in the following manner. All payments shall be released directly by the Purchaser/MMTC to the AGENCY except as otherwise stated in the Contract. 100% payment shall be made within 30(Thirty) days after submission of initial draft, final draft, coal sampling & analysis report as per the scope of work. The Inspection Agency shall forward, complete and correct Invoice, supported by proper discharge documents, as stated elsewhere. Payment shall be made after verification and TDS shall be deducted at applicable rates.
- b. All payments to the AGENCY shall be made through RTGS / ECS. Bank Charges, if any, shall be borne by the AGENCY.

**12. EXECUTION OF WORK IN INCLEMENT WEATHER:**

The AGENCY shall, during inclement weathers, carry out the work in accordance with the contract, and the AGENCY shall not be entitled to any additional payment over and above the contract price by reasons of inclement weather.

**13. CONSIGNEE:**

All reports shall be sent to :  
ADDITIONAL GENERAL MANAGER (MINERALS),  
MMTC Ltd.,  
ALOK BHARTI COMPLEX, 7TH FLOOR,  
SAHID NAGAR, BHUBANESHWAR - 751-007, ODISHA, (ODISHA),  
Tel. No: 0674-2544206

**14. INTIMATION REGARDING ARRIVAL OF VESSEL(S)**

The AGENCY shall submit in writing their contact person and contact details including e-mail address, mobile No. and postal address with landmark(s), to enable MMTC to inform the respective agency(s) regarding arrival details of the vessel(s).

## THE TENDER COMPRISES OF TWO PARTS:

<b>Part-I: Technical Bid (Annexure-A)</b>	<b>Part-II: Price Bid (Annexure-B1 &amp; B2)</b>
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a) Part-I: Technical Bid should contain technical details and signed/attested documents supporting the eligibility criteria like

1. Details of the company : Address of the company and laboratory facilities, skilled man-power, PAN
2. GSTN Certificate for Odisha operations
3. Three years experience : Work order from other companies
4. Valid EIC Certificate and any other Govt accreditations.
5. EMD : DD of Rs. 10000/- or proof of RTGS to MMTC of the amount.
6. A self attested/signed copy (on all pages) of this NIT accepting NIT's Terms and Conditions.

b) Part-II: Price Bid should contain the rates as required in Annexure-B1 & B2. The Tender Committee will not open the 'Price Bid', if the Bidder is not found to be eligible for award of tender of technical evaluation. The bidders shall quote their best rates strictly as per the prescribed format

- L1 bidder will be determined for Annexure-B1
- L1 Bidder will be determined for Annexure-B2

Bidders will have to compulsorily give offers for both Annexure B1 & B2 or else the offer will be rejected.

Rates to be quoted only in the format enclosed with the Annexure-B1 & B2. Along with Technical Bid, the bidders are required to submit a Demand Draft/RTGS amounting to Rs. 10000/- (Rs. Ten Thousand only) towards Earnest Money Deposit (EMD) in favour of MMTC Limited, Bhubaneswar, payable at Bhubaneswar along with Technical Bid.

This EMD shall not carry any interest and shall be refunded to unsuccessful bidders after the finalization of tender. This tender document along with Annexures can be obtained from Regional Office, Bhubaneswar or Mr. Dhaneshwar Mohanta , Sr. Manager(Mineral), MMTC Limited, 7<sup>th</sup> Floor ,Alok Bharati Complex ,Sahid Nagar,Bhubaneswar-751007.

MMTC reserves the right to accept/reject any or all the tenders submitted in whole or, in part without any notice or, without assigning any reason thereof. MMTC reserves the right to terminate/suspend the works/work order with 7 days notice to the contractor and without assigning any reason thereof.

These documents can also be downloaded from MMTC's website i.e. [www.mmtclimited.com](http://www.mmtclimited.com), or [www.eprocure.gov.in](http://www.eprocure.gov.in).

**The last date & time for submission of tender along with above documents & EMD of Rs. 10,000.00 is 11.00 Hrs on 14.11.2017 and opening of the same at 16.00 Hrs on the same day.**

**Place of opening of Technical Bids and price bids at MMTC Limited, 7<sup>th</sup> Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar-751007.**

#### **ARBITRATION CLAUSE**

In case of any dispute or difference between the Management and the party with regard to any matter including interpretation or implementation of any of the above Clause, the same shall be referred to the arbitrator to arbitrate as per provisions of Arbitration and Conciliation Act, 1996 and the decision of the arbitrator shall be binding upon the parties .

ADDITIONS: Sole Arbitration clause 'Any Dispute or difference whatsoever arising between the parties out of or relating to the construction , meaning scope , operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by the General Manager of MMTC Ltd., Bhubaneswar. The provisions of Arbitration & Conciliation Act, 1996 shall apply to such arbitration proceedings.

#### **FRAUD PREVENTION POLICY:**

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s): The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) 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)/Vender(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)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided



by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

f. Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

(g) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

#### **HOLIDAY- LISTING CLAUSE:**

"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 the 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."

**Addl. General Manager (Min)  
MMTC Limited.,  
Bhubaneswar.**

## Annexure-A

### **NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES (INCLUDING MOISTURE) OF IMPORTED COKING COAL AT PARADIP PORT VESSEL-WISE**

**Date: 25.10.2017**

### **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.	GSTN.:	
4.	Experience in year for Analysis of Stock of Coking Coal	
6.	Whether office at Paradip if yes ,furnish details address, Contract Person, mobile No. mail ID etc	
7.	No of Technical persons at Paradip to carry out stock verification work.	
8.	Details of EMD	
9	Have you offered both Annexures B1 & B2	Yes / No

The photo copies of documents 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-B1

### NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES (INCLUDING MOISTURE) OF IMPORTED COKING COAL AT PARADIP PORT VESSEL-WISE

Date: 25.10.2017

#### PRICE BID

	ITEM	RATES IN INR/MT
1	Rate in INR per MT (all inclusive) w.r.t vessel-wise cargo	Rs
2	GST ( CGST@..... & SGST@.....)	Rs
3	TOTAL in INR per MT	Rs

Place:

Signature of bidder

Date:

Name & Designation of the signatory

## **Annexure-B2**

### **NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES (INCLUDING MOISTURE) OF IMPORTED COKING COAL AT PARADIP PORT**

**Date: 25.10.2017**

#### **PRICE BID**

#### **STOCK VERIFICATION(EXPECTED ONCE OR TWICE IN A YEAR)**

	ITEM	RATES IN INR/MT
1	Rate in INR per MT (all inclusive) at Paradip Port Plot	Rs
2	GST ( CGST@..... & SGST@.....)	Rs
3	TOTAL in INR per MT	Rs

Place:

Signature of bidder

Date:

Name & Designation of the signatory