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No. MMTC/STEEL/BFG SLAG /TENDER/2017-18/01

Dated: 23.06.2017

Sub: Tender for sale of BFG Slag, Ex-NINL, Duburi (Odisha).

MMTC invites tender in closed/sealed cover from reputed manufacturers/traders for sale of **29,600 MTs +/-10% (Approx 8 rakes) of BFG Slag** for delivery within 15 days from the date of issuance of LOA in July / August 2017. Relevant terms and conditions of supply are furnished below:-

1. **Quantity:** 29,600 MTs +/-10% (Approx 8 rakes) Minimum bid quantity - (3 Rakes)
2. **Specifications of BFG SLAG, NINL (29,600 MT APPROX.)**

SiO ₂	Al ₂ O ₃	CaO	MgO	FeO	MnO	S	Na ₂ O + K ₂ O	Basicity	Moisture Content	Sieve Analysis (-3mm)	BD (t/m ³)
30-33%	18-22%	30 - 33%	8 - 10%	0.3 - 0.8%	0.3 - 1%	0.7 - 1.2%	0.5 - 1.3%	0.98 - 1.05	8-15%	90%	0.9 - 0.92

3. **DELIVERY:** The cargo shall be delivered on to the Rakes on Ex-Plant(NINL) basis through Indian Railway rakes (one rake- 3700 MTs approx.).The bidder shall also make efforts for placement of rake for movement of the material. The tender quantity may vary to the extent of (+/-) 10%.

4. FRAUD PREVENTION POLICY

- (i) **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.gov.in> 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.

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- 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.
- (ii) **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.
- (iii) **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.

5. HOLIDAY LISTING POLICY

“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 reserved the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force”.

6. **Payment:** Successful bidders shall have to deposit payment in full (i.e. 100% value of the cargo plus applicable taxes and duties) within 4 working days from the date of LOA (Letter of acceptance of offer). A further period of 5 days shall be allowed for deposit of payment on charging interest @ 18% per annum or as notified by MMTC from time to time for the delayed period. Bids placed/ rates offered are for the basic price only and are exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties shall be in addition to the basic price and shall be added at rate applicable at the time of delivery.

The above prices are exclusive of Excise Duty, sales tax, VAT, entry tax, GST, freight and other statutory duties/taxes etc. at actual applicable on the date of delivery and the same shall be borne by the buyer.

Material will be despatched against receipt of 100% value of the material and applicable statutory taxes, duties alongwith freight, wherever applicable.

On receipt of full sale value and applicable taxes and duties along with EMD and railway freight, the seller shall issue delivery order to the successful bidder thereby enabling them to lift the material within the period specified in the delivery order.

Payment shall be made directly in favour of “**MMTC Ltd., Bhubaneswar / Kolkata**” to our bankers or through RTGS transfer, to be furnished in the Letter of Acceptance.

7. For sales within Odisha, MMTC will issue invoice.
8. For sales outside Odisha, NINL will issue Invoices directly to the party. **C-Form** is to be submitted directly to them.
9. **EMD & PARTICIPATION FEE**: The offer has to be accompanied by EMD of Rs. 50,000/- (Fifty thousand only) in the form of DD/Bankers Cheque/RTGS drawn in favor of **MMTC Limited, Bhubaneswar** (through RTGS/DD drawn in favour of **MMTC Ltd., Bhubaneswar**). Bids received without EMD shall be rejected. In case of default in lifting or delay in lifting within the stipulated time period as may be fixed by MMTC for the purpose, EMD shall be forfeited.

In case seller is unable to deliver the cargo within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the buyer without any penalties till the expiry of extended period. In such eventuality, the buyer shall not be entitled to claim any compensation for such delay.

10. Price Bid format and Vendor Registration Form is attached at **Annexure- A & Annexure- B** respectively and the same may be filled up for submission/Tender participation.
11. The Tender in sealed/closed cover offering the competitive prices (**Price Bid**) along with **EMD & Participation Fee (Technical Bid)** addressed to Addl. General Manager (Steel), **MMTC Ltd., 7th Floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar-751007** may be dropped in the Tender Box placed at the Office premises on or before **1500 hrs. of 06.07.2017**. Tender documents inserted in the sealed cover must be duly signed and stamped by the Bidder. Any offer received by post/courier shall not be entertained. Offers along with EMD & Participation fee received through Tender Box within the stipulated date and time shall be opened on **the same date at 1530 hrs** in presence of Bidders or their representatives, if available. However, offers without EMD & participation fee shall not be considered.

Offers of the bidders must be valid **for 15 days** from the date of opening of tender i.e. up to **1700 hrs of 21.07.2017**.

MMTC reserves the right on the allotment of quantity to any bidder, issue delivery orders to more than one bidder, accept or reject any or all the offers, fix its own price/ quantity without assigning any reason thereof.

(ABHAY KUMAR)
ADDL. GENERAL MANAGER (STEEL)

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ANNEXURE-A

PRICE BID

TENDER NO.: No. MMTC/STEEL/BFG Slag /TENDER/2017-18/01

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		29,600 MTs +/-10% (Approx 8 rakes) Minimum bid quantity - (3 Rakes)
1	Name of the Bidder	
2	Address of the Bidder	
3.	QUOTED QUANTITY	
4.	Price in INR / MT ON EX-NINL PLANT	

Signature of the bidder

Name
Designation

DATE: _____

