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No.MMTC/STEEL/LAM COKE /TENDER/16-17/01

Dated: 16.11.2016

**Sub: Tender for sale of LAM Coke, Ex-NINL, Duburi (Odisha).**

MMTC invites tender in closed/sealed cover from interested buyers for sale during November 2016 for 6,600 MTs +/-10% (Approx 3 rakes) of LAM Coke. Relevant terms and conditions of supply are furnished below:

- Quantity:** 6,600 MTs +/-10% (Approx 3 rakes) to be bid as per tender terms.  
(One rake = 2200 MT) approx. for delivery by rake and/or by road.  
Bids can be submitted in one or more lots.

- Item & Specification:** **NINL LAM COKE (size 25-80MM)**

Moisture	Ash (Dry basis)	VM (Dry basis)	FC (Dry basis)	S	M-40	M-10	CRI	CSR
3% (Max)	12.5% (Max)	1.0% (Max)	85.0% (Min.)	0.6% (Max.)	82% (Min.)	7% (Max.)	22% (Max.)	63.5% (Min.)

- Size Specifications**

LAM Coke		
+80 mm	-25mm	Mean Size (mm)
5% (Max.)	5% (Max.)	50 +/-2

- EMD:**

The offer has to be accompanied by EMD of Rs. 4 Lakhs per lot only in the form of DD/Bankers Cheque/RTGS drawn in favor of MMTC Limited, Bhubaneswar. Bids received without EMD shall be rejected. In case of not depositing the payment as per LOA or 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.

#### **4. PAYMENT**

- a. All payments shall be made in the form of RTGS/Demand Draft/Pay order/Bankers Cheque issued by any Scheduled / Nationalized Bank in favour of **MMTC Limited payable at Bhubaneswar/Kolkata or the amount may be deposited in MMTC Account at Bhubaneswar/Kolkata.**
- b. Successful bidders shall have to deposit **payment in full** (i.e. 100% value of the material plus applicable taxes and duties) **within 2 working days intimated separately from the date of LOA** (Letter of acceptance of offer) /intimation to deposit payment for issuing the delivery order along with Security Deposit @ 6% of basic value and Security Deposit for C-form (if any) and necessary railway freight. **A further period of 5 working days shall be allowed for deposit of payment on charging interest @ 15% per annum for the delayed period.**

5. For sales within Odisha, MMTC will issue invoice.

6. For sales outside Odisha, NINL will issue Invoices directly to the party. MMTC will issue instructions to NINL for the same. MMTC will collect Security/C Form, Form - 27 (C) from the party in favour of NINL.

#### **7. DELIVERY**

The cargo shall be delivered on to the trucks by road OR rakes on ex-plant (NINL Plant ) basis through Indian Railway rakes (one rake- 2200 MTs approx.). The bidder shall also make efforts for placement of rake for movement of the material. Rake load qty - payment to be deposited for approx. 2200 MT but final quantity will be as per rake placed by Railways. Invoicing will be done on actual weight of the wagons. However, freight will be charged as per RR on tare basis of wagons.

7.1 On receipt of full sale value and applicable ED/CST/VAT/ET/TCS along with Security Deposit, the Seller will issue final Sale Order to the Buyer thereby enabling him to lift the materials within the period specified in the Sale Order.

- 7.2 Lifting of materials will be allowed only between 8:30 A.M. to 5:00 P.M. on all working days. Buyers shall be required to place vehicles for lifting of materials within 10.30 Hrs. only, within valid lifting period, subject to availability of material. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of Security Deposit (SD). Weight recorded at the seller's weighbridge shall be treated as final.
- 7.3 In case seller is unable to deliver the goods 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 such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 7.4 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. Items offered for sale in lot shall be delivered / lifted completely without leaving anything on the ground.
- 7.5 Trucks / Lorries with valid LSGP (Loading Slip cum Gate Pass) shall be allowed inside plant for loading after necessary security check between 8.30 Hrs. to 10.30 Hrs.
- 7.6 Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 7.7 Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 7.8 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative/labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.) to the labourers, who are engaged for loading the materials, if required.

- 7.9 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
- 7.10 **Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale
- 7.11 **Sampling and Analysis:** The quantity is offered on Ex-Plant basis and the test results, as determined NINL LAB shall be final and binding on the PURCHASER.
- 7.12 The **insurance** to be arranged by the Buyer after loading onto railway rakes/trucks.
- 7.13 In case successful bidder is a defaulter in lifting the material against tender/s of MMTC Limited, lifting against this tender will be allowed only after clearing the quantities remaining unlifted earlier.
- 7.14 Sellers are not responsible for any shortages or consequential damages.
8. All bids duly signed on all pages shall be furnished in sealed covers in 2 parts **i.e. Part 'A' and part 'B' separately addressed to Dy. General Manager (Steel), MMTC Ltd., 7<sup>th</sup> Floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar-751007. Bids can be submitted for one or more lots.**

**8.1 Part 'A':**

- i) **MMTC tender duly signed and stamped on all pages in a separate sealed cover super scribing "commercial terms & conditions" confirming that the bid is strictly as per terms of tender enquiry and acceptance of all terms and conditions of the tender.**
- ii) **EMD of Rs. 4 lakhs per lot to be submitted and if the same is not enclosed, such bids will be rejected.**

In no case price bid should be mentioned in the techno-commercial bid. If offered, such bids may be rejected.

## **8.2 'Part 'B':**

**Price Bid lot wise in another sealed cover super scribing "Price Bid". Price bids of bidders whose techno-commercial bids along with EMD are acceptable will only be opened for further consideration.**

**Both the sealed envelopes to be put in another envelope & sealed and addressed to Dy. General Manager (Steel), MMTC Ltd., 7<sup>th</sup> Floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar-751007, indicating Tender No. and date.**

**Sealed bids should be dropped into a tender box kept in the office of Dy. General Manager (Steel), MMTC Ltd., 7<sup>th</sup> Floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar-751007 before 1500 hrs on 24.11.2016.** Late bids or bids with inadequate details will not be considered.

The technical bids will be opened at 1500 hrs on **24.11.2016.** After scrutiny of **technical bids price bids of only those bidders whose technical bids are acceptable will be opened and considered further.** The price bids will be opened at 1600 hrs. on **24.11.2016.**

### **Prices to be quoted on PMT basis Ex-NINL Plant.**

Rate bid should be for the basic price only on ex-plant basis exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties which will be in addition to the basic price and will be added at rates applicable at the time of delivery

Offers of the bidders must be valid **for 15 days** from the date of opening of tender i.e. up to **1700 hrs of 10.12.2016.**

## **9. ARBITRATION**

All disputes arising between the parties (Purchaser 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. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order.

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.

(K.K. Paul )  
General Manager (Steel)  
16.11.2016

**ANNEXURE - A**

Tender No.: MMTC/STEEL/LAM COKE /TENDER/19/2013-14/02 dt. 23.12.2013.

**For delivery by rake and/or by road. Bids can be submitted for one or more lots.**

<b>Sl. No</b>	<b>ITEM (NINL LAM COKE)</b>	<b>Quantity (MT) TO BE BID</b>	<b>EMD to be deposited (₹)</b>	<b>Lifting period (Approx)</b>	<b>Load ing</b>	<b>Location</b>
1.	LOT 1	FIVE RAKE LOADS *	40.00 Lakh	During January 2014	By NINL	NINL PLOT
2	LOT 2	THREE RAKE LOAD *	24.00 Lakh	During January 2014	By NINL	NINL PLOT
3	LOT 3	ONE RAKE LOAD *	8.00 Lakh	During January 2014	By NINL	NINL PLOT

**\* One rake quantity is 2200 MT approx.**

- 1. Prices to be quoted on PMT basis Ex-NINL Plant.**
- Rate bid should be for the basic price only on ex-plant basis exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties which will be in addition to the basic price and will be added at rates applicable at the time of delivery