

NIT No. MMTC/BBSR/BREEZE COKE/NINL-RM/01/2014-15 Date 22/07/2014

Last Date of submission of Bids : 11/08/2014 at 1300 Hours

OPEN TENDER NOTICE FOR PURCHASE OF BREEZE COKE (0-10MM)

PART-I

MMTC Limited, Regional Office, Bhubaneswar, (A Government of India Enterprise) having its address at Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar - 751007 invites sealed tender in two bids system from **Manufacturer of Coke/ Traders** for supply of Breeze Coke for it's integrated Steel Plant ,Neelachal Ispat Nigam Limited, at Kalinga Nagar Industrial Complex, Duburi – 755026, Jajpur, Odisha, by road with the following specifications/terms and conditions :-

The bidders are required to submit their sealed tenders on or before 11/08/2014 **by 13.30** Hrs in the Tender Drop Box kept in Mineral division, MMTC Limited, Regional Office Bhubaneswar. The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. One envelope for Technical bid containing documents mentioned under eligibility criteria, including a copy of this tender (Part –I) duly signed by the bidder with official seal on each page and Second envelope for Price Bid containing only quoted price per WMT on Ex-NINL plant delivery basis in INR, duly signed by the bidder with official seal, in the prescribed PRICE BID (Part-II of this tender). The entire information including technical bid and price bid should be typed written/downloaded from website without any change. Any deviation/changes etc, from above procedure in submission of bids, will lead to rejection of the bids straightway apart from actions as deem fit. The technical bid will be opened on 11/08/2014 **at 15.00** Hours and price bid of technically qualified bidders will be opened subsequently. Bidders can depute their authorised representative during opening of Technical and Price Bids, if they desire. . In case bidders fail to depute their representative during such opening of bids, no subsequent complaint or representation would be entertained relating to the tender process. This NIT is available in MMTC and Govt. web sites i.e. (www.mmtclimited.gov.in & <http://eprocure.gov.in>). This NIT can be down loaded from the web sites and the bidders are required to submit the bids as per Tender so down loaded without any change/modification/alteration/deletion etc. In case of any changes in the NIT come to notice subsequently by MMTC the same will be rejected summarily.

ELIGIBILITY CRITERIA : PART- A TECHNICAL BID

- i) Profile of Manufacturer Company/Trading Company with detail of contact person : Phone, E-mail ID & Fax No. In case of trader, a copy of authorisation by the manufacturer of coke shall be attached.
- ii) A) Self attested xerox copy of PAN Card, VAT/CST Registration Certificate (The goods “Breeze Coke” must be incorporated in the Registration Certificates for Trading purpose.)
B) Service Tax Registration Certificate and Bank Account particulars.
- iii) **EMD: Rs. 1,00,000.00 (Rupees One Lakh)** only in form of Demand Draft/ Banker's Cheque favouring MMTC Limited, payable at Bhubaneswar.

If any wrong information with regard to eligibility criteria or otherwise is furnished by the bidder, such bidders will be black listed and prohibited to enter into any commercial transaction of any nature with MMTC in future.

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MAIN FEATURES OF THE TENDER :

Clause : 1. Commodity : BREEZE COKE (0 -10MM)(WMT basis)

Clause : 2 . Quantity : 4000 MTs +/- 10% .

Clause : 3. SPECIFICATIONS :

Moisture	:	10% Max.	Rejection above 15%
Volatile material	:	5%Max	
Fixed Carbon	:	70% Min.	Rejection below 65%
Ash	:	25% Max	
SIZE	:	(-)0.5MM 25% Max.	Rejection above 35%
		(+) 10MM 10% Max	

Clause : 4. Modes of Delivery :

Supplies to be made by Road Movement. The supplier has to ensure loading of material in the Lorry fit for loading of Breeze Coke with covered dumpers/tippers only.

Clause : 5. Delivery Period :

One month from the date of placement of Purchase Order. Delivery beyond scheduled date may entail imposition of penalty in form of LD(Late delivery) @ 0.5% per week subject to maximum of 5%. MMTC reserves the right to extend the delivery period and give optional quantity or reduce quantity as per the requirement of NINL.

Clause : 6. Delivery Point :

NINL Plant delivery basis.(NINL site) Jajpur Road, Duburi,Odisha.

Clause : 7. Price:

All inclusive price (cost of material +transportation charges)in INR per M/T on F.O.R NINL plant delivery basis .The rate will remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. **The price shall be exclusive of Labour Welfare cess, VAT /Central Sales Tax, Excise Duty as applicable as per the prevailing rates.**

Any variation in the rate of taxes, labour welfare cess and sales tax or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of buyer, subject to submission of documentary evidence by the supplier. The price offered shall be valid till the completion of delivery of total quantity.

Clause: 8. Penalty :

Deduction from Contract Price due to variation of parameters:

- i) Moisture : For increase in moisture content in excess of the guaranteed limit of 10% up to the rejection limit of (15%) the payable quantity shall be determined by deducting the whole amount of excess moisture from the supplied quantity on pro-rata basis.
- ii) Volatile Matter (VM) : For increase of VM content in excess of the guaranteed limit of 5%, the payable quantity shall be determined by deducting the whole amount of excess VM from the supplied quantity on pro-rata basis.
- iii) Fixed Carbon: for every increase of 1%(fraction pro-rata) in FC content below guaranteed limit of 70% up to 67.5%, a rebate of Rs.150 per ton of supplied material shall be allowed by the seller to the buyer. If the FC content is below 67.5% up to the rejection limit(65%), a rebate of Rs.300 per ton of supplied material for every decrease of 1% from 70%(fraction pro-rata) in FC content shall be allowed by the seller to the buyer.
- iv) Under Size (- 0.5MM) : For increase in undersize (- 0.5MM) content in excess of the guaranteed limit of 25% up to the rejection limit (35%) the payable quantity shall be determined by deducting the 50% of excess under size (- 0.5mm) from the supplied quantity on pro-rata basis.
- v) Over Size (+ 10mm) : For increase in over size (+ 10mm) content in excess of the guaranteed limit of 10%, the payable quantity shall be determined by deducting the 50% of excess over size (+ 10mm) from the supplied quantity on pro-rata basis.
- vi) There shall be no return of supplied material in case of rejection(Moisture above 15%, FC below 65% & - 0.5mm above 35%). A token amount of Rs.100 per ton of supplied material shall be paid as purchase price.
- vii) There shall not be any bonus for quality.

Clause : 9. Weight Determination :

The weight of the Breeze Coke supplied on Ex-plant basis shall be determined on the basis of weight recorded at destination weighbridge i.e. NINL plant weighbridge for payment purpose.

CLAUSE : 10. SAMPLING AND ANALYSIS :

Samples of Breeze Coke shall be drawn from each lorry at unloading point. The same shall be screened and crushed on lot basis consisting of 300 MTs per lot for determination of physical and chemical composition by NINL plant as per specification at Clause No. 3 in presence of the seller's representative if desired. The result as per NINL plant Lab shall be binding for payment purpose.

Clause : 11. TEST & GUARANTEE CERTIFICATE :

Copy of stack analysis certificate by 3rd party independent analyst i.e. M/s. Mitra SK(P) Ltd or M/s. Superintendent Company Ltd should also be sent along with other documents. The test certificate should certify the chemical composition and size distribution of the material and should accompany each truck compulsorily.

Clause : 12. PAYMENT :

Provisional Payment : Buyer will release 95% payment on E-mode on the basis of weight and complete analysis report determined at NINL plant as per Clause Nos 9 & 10 . **In case of supplies of Breeze Coke from within the State of Odisha**, MMTC, Barbil will be the Buyer and the Seller shall raise commercial invoice to MMTC Limited, Sub Regional Office Barbil, Dist: Keonjhar(Odisha) (Tin No.21471106607) mentioning VAT, for supplying cargo to Neelachal Ispat Nigam Limited. **In case of supplies of Breeze Coke from outside the State of Odisha**, NINL will be the Buyer and shall directly place purchase order to the outside Odisha suppliers based on the lowest/competitive rates as arrived at by MMTC and after supply of goods the supplier shall raise commercial invoice directly to NINL (TIN NO.21731400956) under intimation to MMTC, Sub Regional Office Barbil. The supplier has to furnish details of Bank Account and other details in writing to MMTC in the prescribed format. **The Bank charges for RTGS payment will be borne by the Seller having account other than State Bank of India.**

a) Documents for payment purpose:

- i)** Commercial Invoice in triplicate.
- ii)** LR(Lorry Receipt) by NINL.
- iii)** Copy of Excise Invoice.
- iv)** GARN(Goods Acceptance or Rejection Note).
- v)** Analysis certificate by 3rd party independent analyst as per tender terms.

(b) Final Payment:

The Buyer will release balance 5% payment along with the Security Deposit of Rs.5 Lakh on satisfactory completion of execution of contract.

Clause :13. Inspection :

Inspection at Buyer's option will be done at stock point by Buyer's representative. This will, however, not absolve the Seller of their responsibility for supply of the material as per contractual specifications.

Clause :14. Consignee :

In case of supplies of Breeze Coke from within the State of Odisha, the seller shall consign the material in favour of M/s. Neelachal Ispat Nigam Limited, Kalinga Nagar

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Industrial Complex, Duburi-755026, Dist .Jajpur, Odisha A/C. MMTC Limited, Sub Regional Office Barbil and the TPs issued accordingly. For supplies from outside the State of Odisha the Seller shall consign the material in favour of Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi-755 026 Dist: Jajpur,(Odisha).

Clause :15. Default in Delivery :

In the event of any default in the delivery schedule or non-performance of the contract by the seller, the Buyer reserves the right to forfeit the security deposit.

Clause : 16. Security :

- a) In case of supplies from within the State of Odisha, the successful bidder(s) will submit security deposit of Rs 5,00,000/- (Rupees Five Lacs only) in form of pay order or demand draft issued by any nationalized bank in favour of "MMTC Limited" payable at Barbil.
- b) In case of supplies from outside the State of Odisha, the successful bidder(s) will submit security deposit of Rs 5,00,000/- (Rupees Five Lacs only) in form of pay order or demand draft issued by any nationalized bank in favour of "Neelachal Ispat Nigam Limited" payable at Bhubaneswar.

On receipt of the above security deposit, the contract shall be executed and EMD shall be returned to the successful bidder(s). The unsuccessful bidders shall also get back their EMD(s) after 7 working days from the date of purchase order issued to the successful bidder(s).

- Clause: 17. (A) VAT : At actuals as applicable**
(B) Declaration Form as applicable under CST/VAT.

Clause :18. Arbitration :

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this NIT or the validity or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and Award made in pursuance to the provision of Arbitration & Conciliation Act 1996 thereof shall be binding on the parties. Venue of the arbitration shall be Bhubaneswar. The General Manager, MMTC, Bhubaneswar will nominate Arbitrator.

Clause :19. Force Majeure :

If at any time during the existence of the contract either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, floods, earthquake, cyclone, **plant shut down restrictions** or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfilment of any obligations shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time

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in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected 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. The party which is unable to fulfill its obligations under the present contract must within 10 days of occurrence of any of the causes mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. For the supplier certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the Seller for not performing their obligations under the contract.

Clause :20. Authorisation of Agent /Representative :

For the bid(s) submitted by agents/representatives, the name, address and specimen signature of their principal is to be furnished along with a letter of authority issued by the principal authorizing the agents/representatives to participate on their behalf.

Clause : 21. Contract :

The tender schedule as above forming part of the contract should be signed by the bidder on each page and furnished along with the technical Bid as token of acceptance. Written contract shall be required to be signed /stamped by the party within 10 days of MMTC's purchase confirmation letter.

Clause :22. Submission of Tender Bid :

The bid (s) is / are to be submitted in closed envelopes in following manner:

- a) Techno Commercial Bid: One closed envelope (super scribing "Techno-Commercial Bid") for Technical bid containing documents mentioned under eligibility criteria, including a copy of this tender (Part -I) duly signed by the bidder with official seal on each page.
- b) Price Bid : Second closed envelope (super scribing "Price Bid") for Price bid containing only quoted price per WMT on Ex-NINL plant, Duburi, Jajpur (Odisha) delivery basis in INR, duly signed by the bidder with official seal, in the prescribed PRICE BID (Part-II of this tender).
- c) Both the closed envelopes put in one closed envelope super scribing "Tender NIT NO.MMTC/BBSR/BREEZE COKE/NINL-RM/01/2014-15 Date 22/07/2014 for supply of Breeze Coke for NINL", to be dropped in the Tender Box kept in the Mineral Division, MMTC Limited, Regional Office, 7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar-751007, on or before 11/08/2014 by 13:30 hours.

Clause : 23. Others :

- (a) For evaluation of the bid, the landed cost at NINL plant , Duburi, Jajpur shall be considered.
- (b) MMTC limited reserves the right to cancel or reject any or all bids without showing any reason whatsoever and the decision of MMTC Limited in this respect shall be final and binding & not liable to be questioned in any court or before any authority. MMTC may stipulate any other terms and conditions other than the detailed above if found necessary.

(c) The quantity mentioned under Clause no. 2 shall be split, if required, among 3 (Three) eligible bidders in ascending order, provided they match L1 Landed cost. Such order split shall be in the ratio L1:L2:L3::60%:25%:15%. In case, both the L-2 and L-3 bidders do not accept L-1 price, then the entire quantity shall be offered to L-1 bidder. In case, either of the L-2 and L-3 bidders accept L-1 price, then the ratio shall be L-1 : L-2/L-3 :: 70%:30%.

Clause : 24. Termination of Contract :

The buyer may at any point of time by notice in writing summarily terminate the contract without any complain whatsoever to the seller

- i) In the event of insolvency of the seller/insolvency of any partner of the seller's firm/dissolution of the seller's firm/winding up of the sellers company on appointment of receiver.
- ii) If the seller commits the breach of the contract even though not specifically provided for herein, provided always that such determination shall not prejudice any right of action or remedy which shall accrued or shall accrue thereafter to the buyer and provided also that the seller shall be liable to compensate the buyer for damages, claims, losses and expenses etc.

Clause : 25. Validity :

The tendered price/rate will remain valid for 90 days from the date of opening of the tender (price bid), for acceptance/delivery.

The details of tender will be available in the MMTC website www.mmtclimited.gov.in & Govt e-procurement portal www.eprocure.gov.in.

ACCEPTED.

MMTC BHUBANESWAR

End of Technical Bid portion)

NIT No. MMTC/BBSR/BREEZE COKE/NINL-RM/01/2014-15 Date 22/07/2014
(Last Date of submission of Bids : 11/08/2014 at 1300 Hours)

PART-II

PRICE BID

- 1) ALL INCLUSIVE PRICE (COST OF MATERIAL+TRANSPORTATION CHARGES) IN INR -----
----- PER WMT ON Ex-Plant NINL DELIVERY BASIS *.

*. The rate will remain firm and there will be no escalation due to any reason(s) whatsoever during the contractual period. All inclusive price (cost of material +transportation charges) in INR per WMT on Ex-plant NINL delivery basis . **The price shall also be exclusive of Labour Welfare cess ,VAT /Central Sales Tax and Excise Duty as applicable which will be as per the prevailing rates.** Any variation in the rate of taxes or any imposition of fresh statutory levy during the contractual delivery period shall be to the account of Buyer, subject to submission of documentary evidence by the supplier to that effect. The price offered shall be valid till the completion of delivery of total quantity. The bidder has to mention the element of VAT, CST amount separately in the footnote of the price bid.

The price offered shall remain valid for 90 days for delivery of allotted quantity.

Place:-

Authorised Signature of
the Bidder with Official seal

Date:-