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No. MMTC/BBSR/NINL /AS/16-17/T-07

Date:29.12.2016

TENDER NOTICE FOR SALE OF AMMONIUM SULPHATE

MMTC LIMITED(MMTC) invites quotations in closed/sealed cover from the established wholesalers/Dealers for sale of **864 MT** Ammonium Sulphate **in lots** as detailed below for immediate delivery ex-works, Neelachal Ispat Nigam Limited (**NINL**), Duburi, Odisha. The material is produced as a by-product at NINL Coke Oven Complex with Nitrogen-20.50% Min., Moisture-up to 1% and Colour-Off white.

LOTS OFFERED :

Lot NO.	Lot Quantity(MT)	Lifting Period	EMD (Rs)
1	32	Within 06 working days from issue of Delivery Order	32,000
2	48	Within 08 working days from issue of Delivery Order	48,000
3	64	Within 10 working days from issue of Delivery Order	64,000
4	80	Within 12 working days from issue of Delivery Order	80,000
5	96	Within 14 working days from issue of Delivery Order	96,000
6	112	Within 16 working days from issue of Delivery Order	1,12,000
7	144	Within 18 working days from issue of Delivery Order	1,44,,000
8	288	Within 21 working days from issue of Delivery Order	2,88,,000

The comparison of quotations and allotment shall be made lot-wise.

2) The quotations are acceptable as per lots mentioned above only. Quotation for a quantity less than quantity specified against the lot shall be rejected. Similarly, quotation for quantity more than same specified against the lot shall be considered for quantity as specified against the lot.

3) Allotment of lots /quantity shall be at the full discretion of MMTC. The successful bidders have to deposit 100 % value of the allotted lots/ quantity including taxes and duties as applicable **within two working days** from the date of issuance of Letter of Acceptance(LOA).

A further period of 5 days shall be allowed for deposit of payment on charging interest @ 15% per annum or as notified by MMTC from time to time for the delayed period.

4) The lots/ quantity allotted , irrespective of the nos of lots and quantity allotted, have to be lifted as mentioned above OR as may be decided/allowed by MMTC. Failure to lift the allotted quantity within the stipulated period without valid and sufficient reasons may entail forfeiture of EMD and any other penal action as may deemed fit. The delivery shall be , ex-works by road as per availability of stock. Buyers will place vehicles to take delivery in consultation with NINL, directly.

5) The quotations showing the best price/s (basic) **Per MT** are to be submitted along with **EMD as mentioned above** in shape of DD/Pay Order/ RTGS/Fund Transfer in favour of MMTC Limited, Bhubaneswar. Parties bidding for more than one lots may deposit the EMD through single DD/Pay Order/ RTGS/Fund Transfer for total EMD amount payable. EMD shall bear no interest and shall be refunded after successful lifting of the allotted quantity by the bidder/s. RTGS credit to be reflected in MMTC account before opening of tender.

6) The quotations should be **valid up to 15 days** from the date of opening of Tender.

7) The bids should be submitted in two sealed envelopes separately. One is to be super-scribed as '**Technical bid**' & second is to be super-scribed as '**Price bid**'. In the price bid, LOT-WISE rates Per MT (Basic Price) to be quoted whereas in technical bid copy of **valid dealer license issued by Department of Agriculture and valid CST/VAT Certificate along with Tender notice and Fraud Prevention Policy duly signed on all the pages** is to be enclosed with EMD instrument/details. Both Technical bid & Price bid put in the 3rd sealed envelope super scribing "**Tender for Ammonium Sulphate**" is to be submitted to this office in the above address. MMTC will not be responsible for any postal delay in receipt of the tender document.

8) The last date for submission of the quotation is **17.01.2017 (Tuesday) up to 1500 hrs.** The quotations shall be opened at **1530** hrs on the same day.

9) For sales in Odisha ,MMTC will issue invoice.

10) For sales outside Odisha, NINL will issue invoices directly to the party. Payment to be deposited only at RO Bhubaneswar. MMTC will collect payment on behalf of NINL and then will issue instructions to NINL for the same. Form 'C' is to be submitted in favour of NINL in advance **or 6%** of the total value of the material to be deposited in the form of security before issuance of Delivery Instruction.

11) Parties who have not submitted complete Form 'C' as per MMTC's requirement up to the quarter ended in March 2016 towards past purchases are **NOT ELIGIBLE** to participate in the tender.

12) Successful bidders have to submit a letter to MMTC certifying that the material purchased against subject tender shall be used for agriculture purpose only.

13) **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.

MMTC reserves the right to accept / reject any/all quotations/quantity, fix its own price increase/decrease tender quantity, change the lifting period and/or cancel the tender etc, without assigning any reason thereof.

Fraud Prevention Policy

- (1) **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.
 - 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.

- (2) **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.
- (3) **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.