



A Govt. of India Enterprise

Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India

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CIN NO: L51909DL1963GOI004033 E-mail: abhatnagar@mmtclimited.com

Tender No.: MMTC/STEEL/C TAR/ 01 /2014-15/04

Dt. 10th October 2014

Sub:- Tender of Coal Tar

MMTC Limited will sell NINL Coal Tar **(as per Annex. II)** “ On ex-plant basis and on no complaint basis” available at NINL Plant at Duburi, Orissa through Tender subject to terms and conditions annexed hereto and as per schedule of programme given below:

Schedule of Programme:

Inspection of Auction Property.	10th October 2014 to 17th October 2014 (Except Sundays & Holidays) Time: 08.30 A.M to 04.00 P.M.
Venue of Inspection	NEELACHAL ISPAT NIGAM LIMITED Kalinga Nagar Industrial Complex, Duburi, Dist.-Jajpur, Orissa
EMD & Tender Fee (non-refundable) Details	DD favoring “MMTC LIMITED” Payable at Bhubaneswar. For EMD & Tender fee (non- refundable) amount refer to General Terms and Conditions & Annexure II
Last Date of Submission of EMD & Tender Fee (non refundable)	1430 hrs on 20.10.2014.
Date and Time of opening of Tender	1630 HRS. On 20.10.2014

_COMPLETED TENDERS SHOULD BE SUBMITTED IN TWO BIDS FORM IN TWO SEPARATE ENVELOPES I.E. TECHNICAL BID AND PRICE BID. TECHNICAL BID SHOULD CONTAIN DECLARATION AND ACCEPTANCE LETTER ALONG WITH EMD AND TENDER FEE DOCUMENT/S AND PRICE BID SHOULD CONTAIN LOT-WISE PRICE/S OFFERED. BOTH THE BIDS SHOULD BE SUBMITTED IN SEALED ENVELOPE.

Contact Persons:

**MMTC LIMITED, Core No. 1, SCOPE Complex, Lodhi Road,
New Delhi- 110003.**

KEY COORDINATORS

Contact Person for Inspection of Material at Plant:

**1.Mr. P K Ray, Asst. Mgr. (C) NINL ORISSA 06726-264032 ,
Mob. 9937365470**

Contact Person for Systems:

**2.Mr. Rajesh Chowdhary
ADDL.GM (Systems)
MMTC, DELHI**

Mob. 09971003389

Email: rajeshc@mmtclimited.com

**3.Mohit Khanna
Manager (Systems)
MMTC, DELHI**

011-24381343

Contact Person for Sale:

**4.Mr. T.K.Sengupta, GM, /Mr. R.N Marandi Addl.G.M.
MMTC BHUBANESHWAR**

Email: tks@mmtclimited.com/rnm@mmtclimited.com

Mob. 09437479304 /09437019341

**5.Mr. A HEMBRAM,
ADDL.GM
MMTC KOLKATA**

Mob No. 09830155721

Email: ahem Bram@mmtclimited.com>

TERMS & CONDITIONS OF THE TENDER

Definitions

- **SELLER:** -Seller referred in this TENDER is MMTC Limited. (MMTC)
- **BIDDER** – Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity OR any regional association and who is paying the requisite EMD and participate in the ensuing TENDER both submitting Technical as well as Price Bid separately for full Lots or part of it is considered as a bidder.

➤ **GENERAL TERMS & CONDITIONS**

- 1.1 As per the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on “**ON EX-PLANT BASIS**” FOR NINL COAL TAR and “**NO COMPLAINT BASIS.**” The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
- 1.2
- 1.3 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the Tender conclude. Announcements during the Tender announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder.
- 1.4 SELLER reserves the right to decrease or increase the quantity to any extent.
- 1.5 Participation and bidding in this Tender shall be treated as conclusive evidence of the fact that the bidder has inspected the Tender Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Tender property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Tender including the amendments if any, prevailing at the time of Tender. Seller, will not entertain warranty or guarantee of the quality, quantity, measurement, condition, Chemical composition of each individual item/s or lot/s that form the Tender property and about any complaints or objections once Bid is placed.
- 1.6 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Tender Property at any stage from Tender even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason there of. In the event of such rejection/ cancellation/ withdrawal, SELLER shall refund the value of Tender Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.

- 1.7 **EMD will be in a lump sum equal to quantity @ Rs.600/- PMT for Coal Tar and SHALL NOT CARRY INTEREST. Tender fee (non refundable) as indicated in Annex II has to be submitted separately along with EMD. Application without EMD & Tender fee (non refundable) will be rejected.**
- 1.8 **In the event of failure on the part of the successful bidder to full-fill his contractual obligations, seller reserves the right to debar such bidder from participating in any future Tender conducted by MMTC, besides forfeiture of EMD/SD of the instant Tender.**
- 1.9 **In a situation where the H-1 bidder does not lift the quantity, MMTC has the discretion to decide to offer remaining quantity to H2, H3, H4.... Hn bidders at the same rates offered by H1 (Highest bidder and such preference will be given based on the ranking of the bidders on completion of Tender.**
- 1.10 **All the bidders are required to submit Declaration & Acceptance form (Annex-I) filled and signed and submit along with EMD.**

2.0 **PARTICIPATION**

The prospective bidder shall have to deposit Earnest Money Deposit (EMD) by way of DD in favour of "MMTC Limited" payable at Bhubaneswar .**CASH WILL NOT BE ACCEPTED.**

3.0 Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. **The highest and the latest bid on the Tender shall supersede all the previous bids of the bidder..** The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid. Bidders will be placing bids for different lots.

4.0 **PAYMENT**

- 4.1 All payments shall be made in the form of Demand Draft/RTGS/Pay order/Bankers Cheque issued by any Scheduled / Nationalized Bank in **favour of MMTC Limited payable at Bhubaneswar or the amount may be deposited in MMTC Account at Bhubaneswar.**
- 4.2 Successful bidders shall have to deposit **payment in full** (i.e. 100% value of the material plus applicable taxes and duties) **within 2 days intimated separately from the date of LOA** (Letter of acceptance of offer) /intimation to deposit payment for issuing the delivery order. **A further period of 5 days shall be allowed for deposit of payment on charging interest @ 15% per annum for the delayed period.**
- 4.3 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 will be in addition to the basic price and will be added at rates applicable at the time of delivery. For outside State parties pending 'C' form additional 6% to be deposited refundable after submission of correct 'C' form.

- 4.4 MMTC will receive all payments.
- 4.5 For sales within Odisha, MMTC will issue invoice.
- 4.6 For sales outside Odisha: NINL will issue Invoices directly to the party. Payment to be deposited only at RO BBSR . MMTC upon receipt of payment will issue instructions to NINL for the same. MMTC will collect Security/C Form, Form – 27 (C) from the party in favour of NINL. In case of rake delivery, freight to be deposited with NINL.

5.0 **DELIVERY**

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.**

- 5.1 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 and the same shall not be disputed by the successful bidder.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 5.6 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.
- 5.7 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.
- 5.8 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.

- 5.9 Determination of Weight:** The weight of the Materials delivered on Ex-Plant basis shall be as per NINL Weighment Scale.
- 5.10 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.
- 5.11** The **insurance** is to be arranged by the Buyer after loading onto trucks.
- 5.12** 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.
- 5.13** Buyer may inspect the material at NINL plant before participation/submission of EMD for the material.
- 5.14** Sampling and Analysis: The quantity is offered on Ex-Plant basis and the test results, as determined BY NINL LAB shall be final and binding on the PURCHASER.

6.0 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 thereof 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.

(R.N.Marandi)
Addl. General Manager (Steel)
10.10.2014

ACCEPTANCE & DECLARATION

DATE: _____

To,
General Manager/ADDL.GM (Steel)

M/s. MMTC Limited

Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar – 751007

Dear Sirs,

1. We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the Tender catalogue for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Tender for sale of NINL Coal Tar by M/s. MMTC Limited.
2. I/We further declare that I/We intend to purchase the above-referred material from MMTC for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.
3. I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the Tender catalogue and offer letter, the Earnest Money Deposit/SD, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.
4. The decisions taken by representatives of seller shall be binding on me.
5. I also undertake to abide by the additional conditions if announced during the Tender including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

TENDER NO. MMTC/STEEL/NINL C TAR/01/14-15/04 Dated.10.10.2014**Specification of Coal Coal Tar.**

MOISTURE: 5% (Max), SP GRAVITY: 1.15 – 1.2, PITCH: 52-55%.

For OCTOBER/NOVEMBER 2014

Sl. No	LOT NOS.	UOM	Estimated Auction Qty(MT)	Lot size qty to be quoted	EMD (@Rs.600/- PMT)	Tender fee (Non refundable) (Rs.)
1	Lot 1	MT	100	100	60000	500
2	Lot 2	MT	100	100	60000	500
3	Lot 3	MT	100	100	60000	500
4	Lot 4	MT	100	100	60000	500
5	Lot 5	MT	100	100	60000	500
6	Lot 6	MT	100	100	60000	500
7	Lot 7	MT	100	100	60000	500
8	Lot 8	MT	100	100	60000	500
9	Lot 9	MT	50	50	30000	500
10	Lot 10	MT	50	50	30000	500
11	Lot 11	MT	50	50	30000	500
12	Lot 12	MT	50	50	30000	500
13	Lot 13	MT	50	50	30000	500
14	Lot 14	MT	50	50	30000	500
15	Lot 15	MT	400	400	240000	1000
16	Lot 16	MT	300	300	180000	1000
17	Lot 17	MT	200	200	120000	1000

1. Parties wishing to participate in this tender for coal tar tender will have to deposit Tender fee (Non Refundable) per lot as indicated above in which they wish to participate and has to be deposited separately along with EMD as per lot size indicated above, failing which application will not be accepted .
2. The allotted quantity against the above lots has to be lifted from NINL yard (loading by NINL) as per delivery order. Failure to lift the allotted quantity during the period may entail forfeiture of EMD. Delivery can be made by road or rail tanker to be arranged by the allottee.
3. Tender will be held for all the lots simultaneously and one party can bid for all the lots subject to conditions mentioned above.

Auction Portal: [URL:- www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC)

DD FOR EMD & TENDER FEE SHOULD BE SENT TO MR. T.K.SENGUPTA, GM,/R.N.MARNDI ADDL.GM MMTC LIMITED, ALOK BHARATI COMPLEX, 7th. FLOOR, SAHID NAGAR, BHUBANESWAR- 751007 (ODISHA) SO AS TO REACH **BY DUE DATE & TIME.** Tender fee and EMD RECEIVED LATE WILL NOT BE ACCEPTED.

WHILE SUBMITTING EMD VIDE D/D, THE PARTICIPANTS ARE REQUESTED TO MENTION THE NAME OF CONTACT BANK MANAGER, HIS LANDLINE PHONES NO. AND BANK ADDRESS OF THE ISSUING BANK.

FOR ANY CLARIFICATION, THE PARTICIPANT MAY CONTACT **M/s. MMTC.** AS PER THE DETAILS GIVEN IN THE PAGE NO. 1 AND 2 IN THE TENDER DOCUMENT.
