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Ref.No.: MMTC/BBSR/PI/14-15/TENDER/01

Date: 15.01.2015

Sub:- NIT for sale of Pig Iron.

MMTC Limited will sell Pig Iron produced by Nilachal Ispat Nigam Limited (NINL), Duburi, Odisha **(as per Annex. I)** “On ex-plant basis ,available at NINL Plant at Duburi, Odisha through Tender subject to terms and conditions annexed hereto and as per schedule of Programmers given below:

Schedule of Programmers:

Venue of Tender	MMTC LIMITED ALOK BHARTI COMPLEX(7TH FLOOR) SAHID NAGAR BHUBANESWAR-751007
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 I
Last Date to receive EMD & Tender Fee (non refundable)	Technical bid & Price bid will be submitted within 1430 hrs on 20.01.2015.
Date and Time of opening of Tender.	1500 HRS. On 20.01.2015(Technical Bid) 1630HRS. On 20.01.2015(Price Bid)

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 IN TENDER BOX OR SENT TO MR R.N.MARNDI ADDL. G.M. SO AS TO REACH BY DUE DATE & TIME AT

**ADDI. GENERAL MANAGER
MMTC LIMITED
ALOK BHARTI COMPLEX
7TH FLOOR
SAHID NAGAR
BHUBANESWAR-751007**

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 terms and conditions set out herein, shall be made to the HIGHEST BIDDER on “**ON EX-PLANT 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 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.
 - 1.3 SELLER reserves the right to decrease or increase the quantity to any extent.
 - 1.4 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.
 - 1.5 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 thereof. 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.
 - 1.6 **EMD will be in a lump sum equal to quantity @ Rs.750/- PMT(as indicated in Annex I) and SHALL NOT CARRY INTEREST. Tender fee (non refundable) as indicated in Annex I has to be submitted separately along with EMD. Application without EMD & Tender fee (non refundable) will be rejected.**

1.7 **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 two future Tenders conducted by MMTC, besides forfeiture of EMD/SD of the instant Tender.**

1.8 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. In case where a party bids for multiple Lots, the lifting of material to start from the Lots against which the party has quoted the highest and then move on to the next lowest.

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.

3.1 Bid Validity:

The Tender bidders must keep their bids valid for a period of 15 (Fifteen) calendar days from the date of closing of tender excluding the date of closing. In case the 15th day falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.

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 7 days from the date of LOA** (Letter of acceptance of offer) for **LOT No.:1 to LOT No.:4** and for **LOT No.: 5 to LOT No.: 9**, successful bidders shall have to **deposit 25%** payment within **7days** of LOA and balance shall be deposited within one month from date of LOA but before issue of the delivery order.

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 on time.

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. and invoicing by NINL/MMTC will be done on actual weight of the wagons. However, freight will be charged as per RR on tare basis of wagon.

- 4.7 Tolerance limit +/-5% at seller; option in each lot.
4.8 In case of LotNo.5 to 9, EMD amount shall be adjusted against the last delivery order.
4.9 Quantity will be sold subject to re-confirmation by MMTC.

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/ DO/DI as the case may be to the Buyer thereby enabling him to lift the materials **within the period specified in the Sale Order.**

- 5.1 **Determination of Weight:** The weight of the Materials delivered on Ex-Plant basis shall be as per NINL Weighment Scale.
- 5.2 **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.
- 5.3 The **insurance** is to be arranged by the Buyer after loading onto trucks.
- 5.4 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.
- 5.5 Buyer may inspect the material at NINL plant before participation/submission of EMD for the material.
- 5.6 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 **INDEMNIFICATION.**

Successful bidder will indemnify ,defend and hold harmless the Seller MMTC Limited, its licensors and each of their respective employees ,officers, directors and affiliates from any all claims losses for non performance /part-performance by the successful bidder, liabilities ,damages, fees, expenses and costs(including attorneys' fees court costs damage awards and settlement amounts) which result from any claim or allegation against any indemnified party arising for the breach of any term of this Agreement by the successful bidder. The seller MMTC Limited will provide successful bidder with notice of any such claim or allegation and it will have the right to participate in the defense of any such claim at its expense.

7.0 **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 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.

(R.N.Marandi)
Addl. General Manager (Steel)
15.01.2015

TENDER NO. MMTC/BBSR/PI/14-15/TENDER/01

Date: 15.01.2015

Specifications of Pig Iron (N-I Grade).

Parameters	Si	Mn	S	P	C	Weight per piece
Specification	Up to 1.24%	<1%	0.05% Max	0.15% Max	3.6% to 4.3%	15-20 Kg

LOT DETAILS

Sl. No	LOT NOS.	UOM	Estimated Auction Qty(MT)	Lot size qty to be quoted (MT)	EMD (PMT)	Tender fee + 12.5% VAT (Non refundable) (Rs.)
1	Lot 1	MT	100	50-100	Rs 750/-	Rs 500/- + Rs 62.5/-
2	Lot 2	MT	100	50-100	Rs 750/	Rs 500/- + Rs 62.5/-
3	Lot 3	MT	100	50-100	Rs 750/	Rs500/- +Rs 62.5/-
4	Lot 4	MT	100	50-100	Rs 750/	Rs500/- + Rs 62.5/-
5	Lot 5	MT	3500	1000-3500	Rs 750/	Rs1000/- + Rs125/-
6	Lot 6	MT	7000	3500-7000	Rs 750/	Rs1000/- + Rs125/-
7	Lot 7	MT	10500	10500	Rs 750/	Rs 1000/- +Rs 125/-
8	Lot 8	MT	14000	14000	Rs 750/	Rs1000/-+ Rs125/-
9	Lot 9	MT	21000	21000	Rs 750/	Rs 1000/- + Rs125/-