

Corrigendum No. 2

<u>EXISTING</u>	<u>AMENDED AS</u>								
<p>1)DATE OF OPENING : 20/04/2015 15:30 hrs 2) MMTC Limited invites open tender 3)Clause No.1 Eligibility Criteria- Mine Owners</p> <p>4) Clause No.3 : Quantity & Delivery period : As per following details :-</p> <table border="1"> <thead> <tr> <th align="center"><i>Month</i></th> <th align="center"><i>Iron ore fines (MTs)</i></th> </tr> </thead> <tbody> <tr> <td align="center">May, 2015</td> <td align="center">Up to 20 RAKES</td> </tr> </tbody> </table> <p>Quantities can be decreased at MMTC's option at the time of placement of order. Further, MMTC reserves right to extend the delivery period as per requirement of NINL and/or allocation of rakes. In case of non- supply of rakes by railway in spite of registration of indents by the supplier the balance quantity/rakes may be carried forward to next month at MMTC's option.</p> <p>5) Clause No. 6 Preloading: In case of private sidings Indent to be registered by the seller at the respective private Railway sidings. In case of public sidings indent to be registered by the Buyer(MMTC Ltd). Supplier has to ensure loading of material in the wagons fit for loading of Iron Ores and arrange packing of doors properly to prevent loss of cargo en-</p>	<i>Month</i>	<i>Iron ore fines (MTs)</i>	May, 2015	Up to 20 RAKES	<p>1)DATE OF OPENING 24/04/2015 15:30 hrs 2) MMTC Limited invites open tender on behalf of Neelachal Ispat Nigam Limited (NINL). 3) Clause No.1 Eligibility Criteria: Mine Owners/Traders. b) TRADER : i)Trade Licence under concerned Mining Circle,(ii) IBM Certificate, (iii) VAT Registration Certificate clearly indicating commodity (iron ore) being dealt, (iv) Pan Card (v) Office address with Fax/e-mail ID/ Telephone Number, (vi) Service Tax Certificate (optional) (vii) All the pages of the tender i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions. (viii)Letter of authorisation from Mine Owners (as per format enclosed Annexure I,II,III), offering Iron Ore Fines to the traders for entire tender quantity as per required specifications of NINL Plant. 4)Clause No.3 Quantity & Delivery period : As per following details :-</p> <table border="1"> <thead> <tr> <th align="center"><i>Month</i></th> <th align="center"><i>Iron ore fines (MTs)</i></th> </tr> </thead> <tbody> <tr> <td align="center">May, 2015</td> <td align="center">Up to 20 RAKES</td> </tr> </tbody> </table> <p>Quantities can be decreased at NINL's option at the time of placement of order. Further, NINL reserves right to extend the delivery period as per requirement of NINL and/or allocation of rakes. In case of non- supply of rakes by railway in spite of registration of indents by the supplier the balance quantity/rakes may be carried forward to next month at NINL's option.</p> <p>5) Clause No.6 Preloading : Indent to be registered by the seller at the respective Railway sidings. Supplier has to ensure loading of material in the wagons fit for loading of Iron Ores and arrange packing of doors properly to prevent loss of cargo en-route destination. The supplier must clean each and every wagon before loading of the</p>	<i>Month</i>	<i>Iron ore fines (MTs)</i>	May, 2015	Up to 20 RAKES
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<p>route destination. The supplier must clean each and every wagon before loading of the material to avoid any contamination of material.</p> <p>6)CLAUSE NO. 9 Weight/Railway dues <u>Sub-Clause 9.4</u> The Punitive Charges and Dead freight if any payable to the Railways shall be shared 50:50 between the buyer and the seller subject to maximum of Rs.100/- per MT being the share of MMTC. Demurrage charges due to delay in loading, penalty due to excess loading per wagon and subsequent adjustment charges shall be to seller's account. Further, other Railways liabilities, if any, related to the despatch of material shall be to the seller's account.</p>	<p>material to avoid any contamination of material.</p> <p>6)CLAUSE NO. 9 Weight/Railway dues <u>Sub-clause 9.4</u> The Punitive Charges and Dead freight if any payable to the Railways shall be shared 50:50 between the buyer and the seller subject to maximum of Rs.100/- per MT being the share of NINL on chargeable weight of the rake. Demurrage charges due to delay in loading, penalty due to excess loading per wagon and subsequent adjustment charges shall be to seller's account. Further, other Railways liabilities, if any, related to the despatch of material shall be to the seller's account..</p>
<p>7) Clause No.10 Sampling & Analysis: Sub-Clause No. 10.6 MMTC has the option to forward the sample packet for umpire analysis. Umpire analysis shall be final and binding on both parties (Seller and Buyer).</p>	<p>7)CLAUSE No.10: Sampling & Analysis: Sub-Clause No 10.6 NINL has the option to forward the sample packet for umpire analysis. Umpire analysis shall be final and binding on both parties (Seller and Buyer).</p>
<p>8) CLAUSE 11 : Payment : <u>11.1 Provisional Payment</u> : The Seller shall raise commercial invoice(TAX INVOICE) to MMTC Limited, Barbil, Dist: Keonjhar(Odisha) (Tin No.21471106607), for supplying cargo to Neelachal Ispat Nigam Limited. On receipt of provision invoice along with supporting documents, Buyer will release provisional payment to the extent of 90% value of the cargo through E-mode. Analysis report (Fe content only issued by third party analyst) appointed by MMTC and weight determined as per CLAUSE 9 & 10 of this NIT and Railway Receipt / Transit Permit issued by the Dept. of Steel & Mines, Govt of Odisha shall be the basis for payment of provisional 90% value. Seller will submit a detailed statement of Transit Permits showing quantity shifted from mine head to the Railway siding, duly sealed & signed by Govt weighbridge officials or concerned receiving officials of railway at railway siding along with invoice. Besides, supplier shall comply with all statutory norms relevant for obtaining mining permission, rake loading, etc. The invoice must be raised by the seller after the date of issue of R/R.</p>	<p>CLAUSE 11 : Payment : 11.1 Provisional Payment : The Seller shall raise TAX INVOICE to NINL, Kalinga Nagar Industrial. Complex,Duburi,Jajpur Road(Odisha) (Tin No. 21731400956), for supplying cargo to Neelachal Ispat Nigam Limited under intimation to MMTC along with copies of RR and Analysis Report. NINL will settle the bills directly. On receipt of provisional invoice along with supporting documents, Buyer will release provisional payment to the extent of 90% value of the cargo through E-mode. Analysis report (Fe content only issued by third party analyst) appointed by MMTC and weight determined as per CLAUSE 9 & 10 of this NIT quantities as per T.P(Transit Permit) issued by the Deptt. of Steel & Mines, Govt of Odisha shall be final for both buyer and seller for release of payment which is as per Orissa Mining Rules,2007. Further, all payments payment are subject to the terms of Purchase Order. The invoice must be raised by the seller after the date of issue of R/R.</p>

<p>11.2 For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to MMTC in the prescribed format. .</p>	<p>11.2 For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to NINL in the prescribed format. .</p>
<p>9)CLAUSE 15 : Security : Within 7 working days after receipt of intimation from MMTC, successful bidder shall submit security deposit of Rs.10,00,000/-(Rupees Ten Lakhs) only in the form of pay order or demand draft issued by any nationalised Bank in favour of MMTC Limited payable at Barbil.</p>	<p>9)CLAUSE 15 : Security : Within 7 working days after receipt of intimation from NINL, successful bidder shall submit security deposit of Rs.10,00,000/-(Rupees Ten Lakhs) only in the form of pay order or demand draft issued by any nationalised Bank in favour of Neelachal Ispat Nigal Limited payable at Jajpur,Odisha.</p>
<p>10) CLAUSE 16 : Arbitration :</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation of this contract or validity or breach thereof shall be settled by Arbitration by Sole-Arbitrator to be nominated by the General Manager, MMTC, Bhubaneswar. The provisions of Arbitration and conciliation Act, 1996 shall apply to such arbitration proceedings. The Venue of the arbitration shall be Bhubaneswar, Odisha.</p>	<p>10)CLAUSE 16 : Arbitration :</p> <p>i) All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this Contract or breach there of shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and the award made in pursuance there of shall be binding on the parties. The Arbitrator/Arbitrators will give reasoned award.</p> <p>ii) Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.</p> <p>iii) The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.</p>
<p>11)CLAUSE 17 : Force Majeure : Last Para If no mutual agreement either for extension of time for supply of iron ore or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.</p>	<p>11)CLAUSE 17 : Force Majeure : Last Para If no mutual agreement either for extension of time for supply of iron ore or price is arrived at, the contract may be terminated at the option of the NINL without any liability.</p>

<p>12)CLAUSE 19 : Contract : Tender documents forming part of the contract shall be signed by the bidder on each page and furnished along the Technical Bid as token acceptance of the terms and conditions. One copy of the Purchase Order(s) to be issued by MMTC to the successful bidder(s) shall also be duly stamped & signed by the supplier & submitted to MMTC.</p>	<p>12)CLAUSE 19 : Contract : Tender documents forming part of the contract shall be signed by the bidder on each page and furnished along the Technical Bid as token acceptance of the terms and conditions. One copy of the Purchase Order(s) to be issued by NINL to the successful bidder(s) shall also be duly stamped & signed by the supplier & submitted to NINL.</p>
<p>13)CLAUSE 21 : General Conditions: Sub-clause: 21.3 If required, MMTC may split the quantity amongst L-1 and L-2 bidders, provided L-2 bidder(s) match the landed Cost as per price bid of L-1 bidder.</p>	<p>13)CLAUSE 21 : General Conditions: Sub-clause 21.3 If required, NINL may split the quantity amongst L-1 and L-2 bidders, provided L-2 bidder(s) match the landed Cost as per price bid of L-1 bidder. In case, there are more than one L-1 bidder, 100% quantity shall be allocated equally(as far as possible) amongst all L-1 bidders. In case, there are more than one L-2 bidder and they agree to match the landed cost, 70%(approx) quantity shall be allocated to the L-1 bidder and balance quantity shall be equally (as far as possible) allocated to L-2 bidder.</p>
<p>14)Clause No.23: Validity: The tendered price/rate will remain valid till 31/05/2015 for acceptance by MMTC Ltd.</p>	<p>14)Clause No.23: Validity: The tendered price/rate will remain valid till 31/05/2015 for acceptance by NINL.</p>
<p>15)Clause No. 25: Integrity Pact: The successful Bidder has to sign an Integrity Pact as Annexure- I with MMTC which will be a part of the tender.</p>	<p>15)Clause No. 24: Integrity Pact: The successful Bidder has to sign an Integrity Pact with NINL which will be a part of the tender.</p>

[PROFORMA FOR AUTHORITY FROM ESTABLISHED IRON ORE PRODUCER (MINE OWNER)

OWNING IRON ORE MINE (S)]

Ref No. _____

Date : _____

To,

The Addl. General Manager

MMTC Limited

SRO Barbil.

Sub : MMTC Tender No. _____ dt. _____ for supply of Iron Ore Fines / lumps due

on _____.

Dear Sir,

We M/s. _____ (Name and address of the producer), IRON ORE FINES/LUMPS producer/mine owner do hereby authorize M/s (Name and address of Bidder) to participate in the tender on our behalf. Our mine details are given below :-

(a) Name and location of Iron ore mine : _____

(b) Offered Quantity : _____

2. We hereby assure our full co-operation and support to the Bidder in respect of the above IRON ORE FINES/LUMPS quantities offered.

3. We also understand that this Letter of Authorization is on exclusive basis. In case there are more than one bid for our material with Letters of Authorization issued by us, MMTC has right to reject all such bids.

Yours faithfully,
for & on behalf of M/s.....

Authorised signatory
(Name & Address of the IRON ORE FINES/LUMPS producer)

Seal

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

In case of partnership firm

We hereby declare that neither we, M/s Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status
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In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status
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It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.