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No.MMTC/BBSR/Tender/AS/19-20/01

Date:23.12.2019

TENDER NOTICE FOR SALE OF AMMONIUM SULPHATE

MMTC LIMITED(MMTC),Bhubaneswar invites bids in closed/sealed cover from the established wholesalers/Dealers of Odisha only for sale of **208 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 10 working days from issue of Delivery Order | 32,000 |
| 2 | 32 | Within 10 working days from issue of Delivery Order | 32,000 |
| 3 | 48 | Within 15 working days from issue of Delivery Order | 48,000 |
| 4 | 48 | Within 15 working days from issue of Delivery Order | 48,000 |
| 5 | 48 | Within 15 working days from issue of Delivery Order | 48,000 |

1) 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/more than quantity specified above against the lot shall be rejected .

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 GST and other statutory duties/taxes 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 @ **18 %** 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 fertiliser license issued by Department of Agriculture (A-1 & A-2 Form) and copy of GSTIN certificate with Tender documents duly signed and stamped 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 dropped in the tender box kept in the office.

8)The last date for submission of the quotation is **02.01.2020 up to 1500 hrs.** The quotations shall be opened at **1530** hrs on the same day.

9) Payment is to be deposited only at RO Bhubaneswar. After receipt of full payment of material value with GST for allotted Lot/quantity, Delivery Order is to be issued to NINL for delivery of the material..

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

11) MMTC reserves the right to accept / reject any/all quotations or cancel the tender, without assigning any reason thereof.

12). In case *where only single bid* is received the tender may be cancelled.

13).For full details of tender, please visit our website:www.mmtclimited.gov.in. If any corrigendum/amendment made, it will be published in the said website.

14). ARBITRATION: Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be settled by Arbitration by the sole Arbitrator to be appointed by General Manager, Regional Head of MMTC Ltd., Bhubaneswar. The provisions of the Arbitration and Conciliation Act, 1996 with amendments shall be applicable to such arbitration proceedings and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The venue of arbitration shall be Bhubaneswar.

15). FORCE MAJEURE

If at any time during the existing of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports) fires floods, explosions, epidemics, strikes or any other labour trouble, embargoes, blockages, Mobilization, earthquake, cyclone, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfillment of any obligations engagement 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 in respect of the remaining deliveries.

If operation of such circumstances exceed one months, either 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 this clause shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.

16). 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 : **www.mmtclimited.com** 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.

17). 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.

Bhubaneswar

General Manager(Steel)