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NIC Building(4<sup>th</sup> Floor); 8, India Exchange Place / एनआईसी बील्डिंग (चौथी मंजिल); 8, इंडीया एक्स्चेंज प्लेस  
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**NIT NO.MMTC/KOL/NINL/PUR/FA/2016-17/007 dated 29.06.2016**

एनआईएनएल, दुबुरि, ओडिशा को **Ferro Boron** की आपूर्ति के लिये एमएमटीसी इछूक घरेलू आपूर्तिकर्ताओं से ई-निविदा आमंत्रित करता है। निविदा प्रस्तुत करने की अंतिम तिथि **20-07-2016 दोपहर 1300 बजे** IST है।

अधिक जानकारी के लिए, कृपया इन वेबसाइट पर जाएँ [www.mmtclimited.com](http://www.mmtclimited.com) और [www.eprocure.gov.in](http://www.eprocure.gov.in)।

MMTC invites e-tender from interested Domestic suppliers for purchase of **Ferro Boron** for supply to NINL, Duburi, Odisha. Last date of submission of the tender is on **20-07-2016 at 1300 hours** IST.

For details, please visit websites [www.mmtclimited.com](http://www.mmtclimited.com) and at [www.eprocure.gov.in](http://www.eprocure.gov.in)

महाप्रबंधक (खनिज)

General Manager (Min.)



एमएमटीसी लिमिटेड और इंडस्ट्रियल प्रमोशन एंड इन्वेस्टमेंट कोर्पोरेशन ऑफ ओरिसा लिमिटेड (आईपीआई सीओएल) के द्वारा प्रवर्तित कंपनी नीलाचल इस्पात निगम लिमिटेड (एनआईएनएल) 11 लाख टन क्षमता की एकीकृत आयरन एंड स्टील प्लांट की स्थापना कलिंग नगर, औद्योगिक परिसर, दुबुरि, जिला जाजपुर, ओडिशा में किया गया है। स्टील निर्माण में बेसिक ऑक्सीजन फर्नेस (बीओएफ) और निरंतर ढलाई मशीन की सुविधा से स्टील billets का उत्पादन किया जाएगा। एमएमटीसी लिमिटेड को एनआईएनएल के लिए खुली निविदा के माध्यम से **Ferro Boron** के निर्माताओं/ व्यापारियों से **500 KG Ferro Boron** खरीदने का जनादेश है। तदनुसार, नोटिस आमंत्रित निविदा इसके साथ संलग्न है जिसमें आवश्यकता का विवरण और भाग लेने की कार्यप्रणाली सूचित की गई है। कृपया नोटिस आमंत्रित निविदा में सम्मिलित निर्देशों को सावधानी से पढ़ें और अपने दर सूची हमारी आवश्यकता के आधार पर प्रस्तुत करें। निविदा दस्तावेज़ वेबसाइट [www.mmtclimited.com/tenders](http://www.mmtclimited.com/tenders) और [www.eprocure.gov.in](http://www.eprocure.gov.in) से मुफ्त में डाउनलोड किया जा सकता है

निविदा दस्तावेज़ डाउनलोड प्रारंभ होने की तिथि	: <b><u>29.06.2016</u></b>
निविदा दस्तावेज़ डाउनलोड बंद होने की तिथि	: <b><u>20-07-2016 दोपहर 12:00 बजे</u></b>
ऑफर प्रस्तुत करने का अंतिम तारीख और समय	: <b><u>20-07-2016 दोपहर 13:00 बजे</u></b>
निविदा खोलने की तिथि	: <b><u>20-07-2016 दोपहर 14:30 बजे</u></b>

Neelachal Ispat Nigam Limited (NINL), a company promoted by MMTC Limited, Industrial Promotion and Investment Corporation of Orissa Limited (IPICOL) has set up an Integrated 1.1 million ton capacity Iron and Steel Plant at Kalinga Nagar Industrial complex, Duburi, District Jajpur, Orissa. Steel making facility having Basic Oxygen Furnace (BOF) and Continuous Casting machine will be producing steel billets. MMTC Ltd. has the mandate to procure a projected quantity of **500 Kg Ferro Boron** for NINL, through open tender from the manufacturers/traders of **Ferro Boron**. Accordingly, the NIT is enclosed herewith indicating the details of requirement along with the methodology for participation. You are requested to read carefully the instructions contained in our NIT and submit your Quotation in line with our requirement indicated. Tender Document may be downloaded free of Cost from [www.mmtclimited.com/tenders](http://www.mmtclimited.com/tenders) and [www.eprocure.gov.in](http://www.eprocure.gov.in)

Date of commencement of tender download	: <b><u>29.06.2016</u></b>
Date of closure of tender download	: <b><u>20-07-2016 at 12:00 Hrs</u></b>
Last date & time for submission of offers on or before	: <b><u>20-07-2016 at 13:00 Hrs</u></b>
Tender opening	: <b><u>20-07-2016 at 14:30 Hrs</u></b>



Bidders shall submit their offers separately in two-bid format, Technical bid (Form - A,B,C,D and E) and Price Bid (Form F).

**Part- A: Technical Bid:** Containing profile of the company, viz. Public Limited/ Private Limited/ Partnership / Proprietary concern with details of contact person, phone, fax, e-mail address, etc. as per Technical Bid compliance form (Form - A,B,C,D and E). EMD shall form part of Technical Bid. **TECHNICAL BID TO BE SUBMITTED IN PHYSICAL FORM AT MMTC LTD. KOLKATA NIC BUILDING (4<sup>TH</sup> FLOOR), 8, INDIA EXCHANGE PLACE, KOLKATA – 700001.**

**Part-B: Price Bid:** Price bid (Form F) of only those bidders, who qualify in Technical Bid, shall be considered for evaluation. Price bids of successful (Technical) bidder will be opened after opening Technical Bid. **PRICE BID TO BE SUBMITTED IN PHYSICAL FORM AT MMTC LTD. KOLKATA NIC BUILDING (4<sup>TH</sup> FLOOR), 8, INDIA EXCHANGE PLACE, KOLKATA – 700001.**

The bidder shall submit the hard copy of Technical Bid and EMD only so as to reach G.M MMTC Limited, NIC Building (4<sup>th</sup> floor), 8 India Exchange Place, Kolkata-700001 before opening the tender i.e. **1430 Hrs. IST on 20-07-2016**. The Technical Bid documents / Annexure, to be couriered to GM, MMTC Kolkata / dropped and should be received at Kolkata prior to tender opening date.

**TECHNICAL BID (PART A) AND PRICE BID (PART B) TO BE SUBMITTED IN A SEALED ENVELOPE (DROPPED IN TENDER BOX) AT MMTC LTD. KOLKATA NIC BUILDING (4<sup>TH</sup> FLOOR), 8, INDIA EXCHANGE PLACE, KOLKATA – 700001.**

**PART A AND PART B ARE TO BE PLACED IN TWO SEPARATE ENVELOPES (MARKED PART A & PART B SEPARATELY) AND PLACED IN A 3<sup>rd</sup> ENVELOPE MENTIONING TENDER NO. & ITEM.**

Incomplete offer or offers received after the closing time and date shall not be accepted.

Any bidder, willing to participate in the Tender opening process, may attend directly or depute their representative through authorization at **1430 hours IST on 20-07-2016**.

EMDs of the unsuccessful bidder will be returned back and for the successful bidders it will be returned upon receipt of performance guarantee for the same value.

**Note:** MMTC reserves the right to cancel the tender / awarding the contract without offering any reasons, whatsoever to the winning party/parties.

**Tender is to be submitted by on or before 13:00 Hrs. 20-07-2016.**

**Earnest money:** **Earnest Money Deposit for Rs 10,000/-** in the form of Demand Draft or RTGS is to be submitted along with the offer. The offers without EMD and / or not conforming to tender document conditions are liable to rejection. MMTC Ltd. reserves the right to reject any offer or cancel the tender without assigning any reason thereof.

Please note that the quotations received after due date & time will be rejected. With a view to ensure that tenders are submitted in the prescribed format, the following may please be noted: - "It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms & conditions prescribed in the MMTC Website and no change is made therein before submission of their tender. In the event of any



doubt regarding the terms & conditions / formats the person concerned may seek clarification from GM (Minerals) at MMTC Kolkata. In case any tampering / unauthorized alterations is noticed in the tender submitted from the tender documents available on the MMTC Website , the said tender shall be summarily rejected and the Company shall have no liability whatsoever on the matter. However deviations if any proposed by the tenderer may be separately indicated for acceptance or otherwise of MMTC Limited. Such proposed deviations will not be treated as tampering for the purpose of application of this clause”.

For MMTC Ltd.

General Manager (Minerals)

## PART-A

### Section 1 – Overview of the NIT

- NINL (Nilachal Ispat Nigam Ltd.), having its plant at Kalinga Nagar Industrial complex, Duburi, District Jajpur, Orissa has been one of the largest producers of Pig Iron, Coke, etc will be entering into steel production with the commissioning of its SMS. The plant will be producing about 1.1 million ton of steel in Phase I and is in need of various steel making raw materials like ferro alloys, limestone, calcined lime, etc.
- This tender is to cater to the need of NINL for the above purpose.
- MMTC Ltd., which is one of the promoter companies of NINL, shall procure these items from the domestic and overseas suppliers and supply to M/s NINL Limited.
- MMTC shall have the option of deciding the sale on in-transit basis to NINL.
- MMTC invites tenders from interested domestic suppliers for supply of **Ferro Boron**. The tenders have to be submitted by **1300 hours IST on 20-07-2016**.
- The complete details of the tender enquiry are available at MMTC’s website [www.mmtclimited.com](http://www.mmtclimited.com) and at [www.eprocure.gov.in](http://www.eprocure.gov.in)



1. **Commodity:** **Ferro Boron (SMS Grade)**

2. **Quantity:** **500 Kg (+/- 5%)**

3. **Specifications and Size:**

Sl.	Element	Specified Limit
1.	Boron	15.0 % - 17.0 %
2.	Carbon	0.50% Max.
3.	Silicon	4.0% Max.
4.	Aluminium	6.0% Max.
5.	Iron	Balance.

**Size:** 20-40 mm; **Tolerance on size:** (+/-5%)

Sampling will be done as per IS 1472 (latest) and chemical composition will be determined as per procedure outlined in IS 3295 Part II (Latest)

4. **Invoice On:** As mentioned in Contract/MOA.

5. **Mode of Delivery:** By Road. To be arranged by Seller.

6. **Price Term:** FOR Destination, NINL Kalinganagar, inclusive of Road Freight, Packaging and forwarding, Insurance, etc.

7. **Analysis Certificate:**

Copy of Analysis Certificate by 3<sup>rd</sup> Party Independent Analyst Firm of International repute M/s Mitra S.K or M/s Superintendent Company Ltd (SUPCO) should accompany each truck and also should be sent along with documents. The Certificate should state the Purchase Order no / Contract Number and date. The Test Certificate should certify the chemical Composition and Size Distribution of the material delivered and a copy of the Certificate should accompany each truck, compulsorily.

If the above two nominated Analyst Firms are not available at the Producers location, then the Supplier may arrange to submit Analysis Certificate by 3<sup>rd</sup> Party Independent reputed Analyst Firm. However, NINL and the plant report shall be considered as final and binding for all purposes.



## 8. Test and Guarantee Certificates :-

- a. Test Certificates must show analysis of all above elements and Size.
- b. Guarantee Certificates for conformity of quality of materials to specifications should be provided.
- c. Final inspection will be done at NINL. Result of NINL laboratory shall be final for all purposes.
- d. Pre-dispatch inspection certificate issued by authorized analyst to be sent along with dispatch document of each consignment.
- e. Any deviation to the technical parameter of the material shall be liable for rejection.
- f. In case of dispute, joint sampling and analysis shall be done at NINL lab in presence of supplier's representative.

## 9. Payment Terms:

100% payment within the 21 days from the date of submission of all documents at NINL and MMTC, Kolkata (Section 2 Clause 3) subject to min 30 days from date of receipt of cargo at NINL (GARN (Good Acceptance/ Rejection Note) generated, depicting Goods in good order), at office of GM (Minerals) MMTC Kolkata, NIC Building (4th Floor), 8-India Exchange Place, Kolkata-700001.

## 10. Packing:

In 25 Kg sealed containers.

**11. Marking on Packing:** "FeB", Supplier's name in abbreviation, NINL Sl. No., Bag Gross Weight and Net Weight

## 12. Weighment:

Receipted weight at NINL works shall be considered as final. Suitable adjustments may be made by the Inspectors of NINL towards bag weight for determining net weight of the cargo and moisture, in case of wet material. Decision of NINL works shall be final in this regard.

## 13. Acceptance of material:

Inspection of material, sampling and analysis shall be done at quality testing labs of NINL and the plant report shall be considered as final for acceptance or rejection of cargo for



Chemical Specifications and Size Analysis. Supplier has to attach the copy of GARN (Goods Acceptance/Rejection Note) received from NINL for purpose of payment.

**14. Rejection:**

Material not adhering to Specifications shall stand rejected and supplier has to replace the cargo at his own cost on F.O.R. NINL basis within delivery period. It is the supplier's responsibility to remove the rejected material from NINL works within 10 days of intimation by phone, fax, e-mail, and/or letter.

**15. Markings:**

Bags should be marked with Names and Address of Supplier (in brief) and Name of Commodity.

**16. Document Submission (EMD and Supporting documents in Physical Form Only):**

GM (Minerals), MMTC Limited, NIC Building, 8 India Exchange Place, Kolkata- 700 001

**17. Excise Duty & Edu Cess:** At actual as applicable.

**18. CST/ VAT:** At actual as applicable.

**19. C Forms from NINL:** As applicable under CST / VAT Act.

**20. Delivery to Works:**

M/s Neelachal Ispat Nigam Limited Ltd, Kalinganagar Industrial Complex, Duburi , Jajpur, Orissa (details to be indicated in purchase order / contract). The seller has to arrange for proper packing, security and delivery of the goods to NINL works on Freight prepaid door delivery basis. The trucks should be properly covered and sealed in order to prevent losses enroute.

**21. Delivery Period: Immediate. Within 30 days of order placement.**

**22. Origin:** Domestic.

In case it is Imported Material, being marketed by a domestic Company, the seller has to invoice in Indian Rupee and has to comply with all the terms and conditions of the Tender. CENVAT-able portion of CVD will be reimbursed at actual. The CENVAT-able portion of duty has to be indicated specifically in the Offer, for LCNC comparison purpose.



### 23. Eligibility Criterion for Tender:

- a. Has successfully supplied **Ferro Boron** to any Indian Steel Manufacturing Unit (since January 2010).
- b. Tenderers will have to offer minimum 50% quantity in their offer.
- c. Shall submit an **Earnest Money Deposit (EMD) of Rs 10,000/-** by Demand Draft drawn on 'MMTC Limited' payable at Kolkata or Fund Transfer. EMD submitted shall be retained by MMTC in case of successful tender and orders placed on them. The EMD shall be released on successful completion of supply as per order terms. In case of unsuccessful suppliers the EMD will be released within 10 working days of finalization of orders by MMTC, Kolkata.
- d. Tenderers having unsettled litigation for the tendered item with any of the indenting MMTC units shall not be considered for this tender. MMTC's decision is final in this regard.

### 24. Other Terms and Conditions:

- a. Quotation received after due date and time will be rejected.
- b. Tenders not accompanied by requisite EMD shall be treated as invalid.
- c. SSI units registered with NSIC/State Govts for production of ferro alloys shall be exempted from submission of Earnest Money. They should submit a notary certified copy of SSI certificate with current validity along with techno-commercial bid. PSUs shall also be exempted from submission of EMD. The EMD should be given in a separate cover duly super scribed. No request for adjustment of previous dues shall be entertained. For successful tenderer, EMD shall be retained till supply is completed. The EMD shall bear no interest or financial charges whatsoever. In the event of the tenderer failing to abide by any of the conditions referred to in their offer or in the event the tenderer withdraws offer prematurely or modifies the original tender after due tender opening date and time ; unless otherwise desired by MMTC, which shall also be treated as withdrawal of their offer prematurely /fails in committing supplies against the orders placed on him, MMTC reserves the right to forfeit Earnest Money deposited by him without prejudicing the right of MMTC to take other contractual actions as may deem necessary. The decision of MMTC shall be final and binding in this regard. The EMD to unsuccessful tenderer will be returned in 10 days after finalization of orders against the NIT.
- d. Bids should remain valid for 60 days from the date of tender opening.
- e. Minimum Bid – 50% of the Tendered Quantity.
- f. **The order shall be placed on L-1 LCNC price. MMTC is at its discretion to place order on more than one supplier. In case MMTC decides to place order on Two suppliers, the L2 offeror has to match the LCNC Price and Terms of L1. Quantity will be distributed in ratio 70:30 between L1 Bidder and L2 Bidder.**





- g. MMTC can increase order supply quantity by 50% of the tender quantity, in case of emergency requirements arising at NINL, under same terms and conditions, if agreed by NINL.
- h. The quantity indicated in NIT is based on present estimation. Actual Order quantity may vary than tender quantity. Also MMTC reserves option to reduce quantity of any lot at the time of finalization of order. MMTC reserves right to vary order quantity by +/- 10% than the estimated quantity at the time of finalization of order. There may be variation in monthly shipment/delivery requirement by NINL. The same shall be intimated prior to starting of month due for shipment/delivery.
- i. MMTC reserves the right to accept or reject any or all the tenders at its sole discretion without assigning any reason, thereof. MMTC may stipulate any other terms and conditions other than the detailed above, if found necessary.
- j. Liquidated damages: In the event of failure to deliver the quality of the material as per contractual terms, it is agreed that the buyer shall have the following options:
  - i. To recover as liquidated damages and not by way of penalty for the period after this material was due until actual delivery or until the buyers secure the material from other sources, a sum equivalent to 2% of the contract value of the undelivered material for each month, or part of month's delay.
  - ii. To purchase from other sources without notice to the sellers at the risk and account of the sellers the material not delivered or other material of similar description (where material exactly complying with the particulars are not, in the opinion of the buyers, readily procurable, such option being final) without cancelling the contract in respect of the consignment (s) not yet due for delivery; or
  - iii. To cancel the contract or a portion thereof and, if so desired, to purchase the material at the risk and cost of the sellers.

## **25. How to fill up the bid:**

It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the MMTC website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC.



Tenders are to be submitted in two parts –

**Part-A:**

Techno-Commercial Bid (Technical Bid alongwith EMD and supporting documents in a Sealed Envelope, with the Tender Number, Product Name and Tender Opening Date , superscribing the envelop to be dropped in the Tender Box in the premises of R.O. Kolkata)

1. A copy of this NIT, duly signed by the competent authority with company seal of the tenderer, as a token of acceptance of terms and conditions of enquiry and a confirmation that they have understood all terms and conditions and have offered for all sub lots
2. Filled up Form A,B,C,D,E (alongwith copies of support docs as asked in the Forms eg. Copy of relevant purchase orders evidencing successful supplies to Steel Manufacturers in India, Self Attested photo copy of sales tax/VAT registration / service Tax registration certificate, Self Attested photocopy of Income Tax PAN, Bank A/c particulars. In case, the supporting documents have been submitted to MMTC for some other Tender on or after 1-4-2013, the same need not be submitted again.
3. In case of authorized agents, a copy of authorization by Producer of Ferro Alloy. Technical Bid and supporting documents, to be sent by Courier alongwith EMD/dropped in the Tender Box.

**Part-B:**

Price Bid (Placed in a separate envelope marked PART B)

Shall contain price bids separately for all lots in per ton of material basis Price to be submitted as per format FORM F enclosed.

**Hard Copy / Courier:**

**The Earnest Money Deposit of Rs 10,000/- either:**

1. In form of a Demand Draft/ RTGS on “MMTC Limited” payable at Kolkata, with name and Address of supplier at the back and Commodity Name.
2. RTGS : State Bank of India, CAG Branch Kolkata; A/c No 11051192270  
IFSC: SBIN0009998

The EMD as well as Techno-commercial bid **should not contain prices or any indication of prices.** If prices are indicated there, the offer will be rejected.

Bidders are advised to quote/submit their offers well in advance for smooth participation in the tender. Courier containing EMD and Technical Bids is to be deposited in the tender box placed at MMTC Limited, NIC Building (4<sup>th</sup> Floor), 8 India Exchange Place, Kolkata - 700001, West Bengal,



India within **1300 hrs IST of 20-07-2016**. Please send your bids in SEALED ENVELOP addressed to:

The General Manager (Minerals)  
MMTC Limited  
NIC Building (4<sup>th</sup> Floor)  
8, India Exchange Place  
Kolkata- 700 001

### **Tender Opening Date:**

Tenders shall be opened on **1430 hrs IST of 20-07-2016**, subject to meeting the criteria of receiving minimum number of offers for tender opening as per prevailing procedure of MMTC. The Technical Bids shall be downloaded from website in presence of authorized representatives of such tenderers who might choose to be present at the time of opening. On receipt of valid Technical Bids, clarifications, etc, price bids shall be opened. Any modification to the original tender, unless asked for, after due date of opening, shall be treated as unsolicited and rejected.

### **Evaluation of Bids**

**Step 1:** Checking and acceptance of EMD

**Step 2: Techno-commercial evaluation:** The techno-commercial evaluation process will comprise of two steps to be carried out simultaneously – technical evaluation & commercial evaluation.

#### **2.1 Technical evaluation**

The technical evaluation process will comprise the following steps – MMTC will study specifications submitted by each supplier and check for any deviation from NIT specifications. In case of deviation, MMTC may ask for clarifications on the same/reject the tender. In case the clarifications are not acceptable to MMTC, the bid may not be accepted.

#### **2.2 Commercial Evaluation**

As part of the commercial evaluation process, MMTC will check whether suppliers have agreed to the commercial terms specified in this NIT & if they qualify on Eligibility criteria as stated in NIT. In case of non-agreement, clarifications may be sought from the supplier/reject the tender. If the clarification is not found acceptable, the offer will be liable for rejection.

#### **Step 3: Evaluation of price bids:**

After the techno-commercial evaluation, a list of techno-commercially acceptable suppliers will be made, if decided so, the Price bids of such Vendors, shall be opened and comparative status will be prepared.

**Criteria for determining L-1:**

LCNC (Lowest Cost Net of Cenvat) price will be worked out for each tenderer considering the basic price offered by tenderer (FOR) +Packing & Forwarding charges on per ton of material , if same is payable extra + ED with cess as applicable + ST/VAT (2% CST against form or VAT as applicable) + Freight per T of material if payable extra + Entry Tax ( as applicable for various plants , but payable directly by the plant)+ Loading as may be applicable for any deviation and decided by MMTC less CENVAT less VAT set off to the extent same is available to various units. (Exact rate at the time of opening of price bid as prevailing shall be applicable). Form F shall be used to determine the LCNC Price by MMTC.

**Contact for seeking any clarification:**

General Manager, MMTC Limited ; NIC Building (4th Floor) , 8, India Exchange Place :Kolkata - 700 001 , India :: Tel (O) :+91 33 2242 7203 (D) :: :+91 33 2242 1252/61/67 Ext 372 Fax :+91 33 2242 1292

E-mail: [ahembram@mmtclimited.com](mailto:ahembram@mmtclimited.com)

[shirshendu@mmtclimited.com](mailto:shirshendu@mmtclimited.com)

Website: [www.mmtclimited.com](http://www.mmtclimited.com)

**Miscellaneous terms & conditions of tender:**

- Offers should be either fully typed or fully handwritten. Partly typed and partly hand written or overwritten offers may be rejected.
- In case of mismatch in description of quantity/ amount in figures and words, the description in words shall be considered.
- Copies of the offer should not be sent to any other officer of MMTC
- MMTC reserves the right to accept any tender in whole or in part, or reject any or all tenders without assigning any reason, whatsoever.
- The Purchase Preference to Central Public Sector Enterprise shall be based to the extent of guidelines issued by the Government of India.
- In case of any specific report is received at any stage of tendering against a tenderer, as an information or upon enquiry made by MMTC, in respect of capabilities & performance of the tenderer, the quotation/ tender of that tenderer shall stand rejected.

**Declaration by the Tenderer:**

The tenderer must declare whether the proprietor or any partner of the firm, or director of their company, has any relation with any employee working in MMTC, if so give the name of the employee and the relationship and also whether any of them has a relationship within the



meaning of section 6 of Companies Act, 1956 with any Directors of MMTC and, if so, give details. MMTC reserves the right to ask for further proof regarding the status/position of supply as well as establishment of an acceptable source, if required, during the finalization of the tender.

**Cost of Bidding:**

The bidder shall bear all cost associated with the preparation and submission of its bid, at MMTC Ltd. Herein after referred to as “The Purchaser” will in no case be responsible or liable for those costs, regardless of the condition or outcome of the bidding process.

Amendment to NIT: At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the NIT by issuing an amendment. It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the MMTC Website and no change is made therein before submission of their tender.

**Language of Bid:**

The bids prepared by the Bidders and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written only in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passage in which case, for purposes of interpretation of the bid, the English translation shall govern.

**Late Bids:**

Any bid received by the Purchaser after the deadline for submission of the Bids prescribed by the Purchaser, will not be opened.

**Modification and Withdrawal of Bids:**

The bidders may modify or withdraw its bid after the submission of bid, provided that written notice of the modification or withdrawal/ modification is received by the Purchaser prior to the deadline prescribed for the submission of bids. No bid may be modified subsequent to the deadline for submission of Bids unless asked for.

**Clarification of Bids:**

To assist in the examination, evaluation and comparison of Techno-Commercial bids, the purchaser may, at their discretion, ask the bidder for a clarification of the bids. The request for clarification and the response shall be in writing.

**Award of Contract:**

MMTC shall award purchase order / contract to successful lowest (L1) bidder detailing all terms and conditions.



## **Section 2: Commercial Terms**

### **1. Price Term:**

**FOR Respective Destination NINL plant inclusive of packing & Forwarding, Road transportation, Insurance etc.**

### **2. Documents along with truck:**

**(All documents must be prepared in the name of “Neelachal Ispat Nigam Limited, Kalinganagar Industrial Estate, PO: Duburi, Dist: Jajpur –Odisha. )**

- a. Original Excise Invoice cum Challan (Duplicate-Transporters Copy for Modvat Purpose).
- b. Original Commercial Invoice (in Triplicate) on “Neelachal Ispat Nigam Limited, Kalinganagar Industrial Area, PO: Duburi, Distt : Jajpur, Odhisa”.
- c. Original Copy of Excise Invoice to be enclosed
- d. Original Analysis Certificate by 3<sup>rd</sup> party independent analyst M/s Mitra S.K. Pvt. Limited or M/s Superintendent Co Ltd or any other reputed agencies for Chemical Analysis & Size Analysis as per tender terms.
- e. Original Consignee Copy of LR on “Neelachal Ispat Nigam Limited, Kalinganagar Industrial Complex, Duburi, Jajpur, Odhisa”.
- f. Original Packing List showing No. of Bags , (Gross Weight less Bag Weight=Net Weight)
- g. Any other document as per statutory requirement eg Way Bill etc.

### **3. Documents for payment purpose:**

- a. Original Commercial Invoice (Triplicate copy) raised on “Neelachal Ispat Nigam Limited, Kalinganagar Industrial Area, PO: Duburi, Distt : Jajpur, Odhisa”.
- b. Original Copy of Excise Invoice to be enclosed.
- c. Consignee Copy of LR on “Neelachal Ispat Nigam Limited, Kalinganagar Industrial Complex, Duburi, Jajpur, Odhisa”.
- d. Photo Copy of Receipted Challan /Consignor LR at works showing date of receipt of material at works.
- e. Copy of GARN (Goods acceptance and rejection note).
- f. Analysis Certificate by 3<sup>rd</sup> party independent analyst as per tender terms.



- g. Packing List showing No. of Bags , (Gross Weight less Bag Weight=Net Weight)
- h. Any other document as may relevant to PO / Contract

**NOTE: All documents to be prepared strictly in compliance to Statutory Norms and as per instructions issued in the contract / PO copy. Non-compliance to the above may delay payment and MMTC/NINL shall not be held responsible for the same.**

#### **4. Payment Terms:**

**100%** payment within the 21 days from the date of submission of all documents at NINL and MMTC, Kolkata (Section 2 Clause 3) subject to min 30 days from date of receipt of cargo at NINL (GARN (Good Acceptance/ Rejection Note) generated, depicting Goods in good order), at office of GM (Minerals) MMTC Kolkata, NIC Building (4th Floor), 8-India Exchange Place, Kolkata-700001.

#### **5. Statutory Payments:**

##### **Excise Duty**

Excise duty plus educational cess shall be payable extra at the rate ruling on the date of scheduled dispatch. The supplier has to provide the 'Duplicate for the transporters' copy of invoice along with the material to enable the concerned steel plant to avail CENVAT benefit. The necessary formalities and rules of excise must be followed for preparing CENVAT invoice to avoid any discrepancy at the time of receipt of the material. In the event of CENVAT not being availed due to faulty invoice, the amount so claimed shall be recoverable from the supplier's pending or forthcoming bills. In case the bills are not supported by excise paid documents, the claim for excise duty shall be withheld and the same shall be released on presentation of the requisite documents. Party shall quote ED Tariff Number in their offer and on all dispatch documents.

##### **Sales Tax**

Sales tax as applicable on the date of schedule dispatch will be payable extra but at concessional rate against issuance of appropriate sales tax declaration form by the respective steel plants. If sales tax is exempted, the same should be clearly indicated by the supplier supported by documentary evidence. If VAT is applicable, the same shall be payable on submission of required documents.

##### **Other Taxes**

The supplier shall indicate if any other taxes are applicable extra for any particular state. All tax rates currently applicable should be indicated in the techno-commercial bid. Duties and taxes, however, will be reimbursed against documentary evidence at the rates applicable at the time of dispatch within the agreed schedule period.



## **6. Failure and Termination:**

Should the supplier fail to deliver the materials or any consignments thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his option to the following)

- i. To recover as liquidated damages and not by way of penalty for the period after this material was due until actual delivery or until the buyers secure the material from other sources, a sum equivalent to 2% of the contract value of the undelivered material for each month, or part of month's delay.
- ii. To purchase from other sources without notice to the sellers at the risk and account of the sellers the material not delivered or other material of similar description (where material exactly complying with the particulars are not, in the opinion of the buyers, readily procurable, such option being final) without cancelling the contract in respect of the consignment (s) not yet due for delivery; or
- iii. To cancel the contract or a portion thereof and, if so desired, to purchase the material at the risk and cost of the sellers.

Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply.

## **7. Force Majeure :**

If at any time during the currency of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of War, Hostility, Act of Public Enemy, Civil Commotion, Sabotage, Fire, Flood, Explosion, Epidemic, Quarantine restrictions, Acts of state or Acts of God, hereinafter referred as eventualities , then the buyer may extend the contract for the period of Force Majeure , provided notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or chamber of commerce by either party to the other within 15 days from the date of occurrence thereof.

## **8. Arbitration :**

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties.





**ANNEXURES (FORMATS)**

**FORM – A**

**Acceptance of Commercial Terms, General Terms and Conditions and all other Terms of the NIT**

We [**Name of Company**], having registered office at [ Address ], agree to all the Commercial, General & other Terms & Conditions listed in the Enquiry No.-----dated ----- for procurement of -----

We confirm that we are in a position to supply material as per the specification given in Enquiry. We nominate an executive, whose details are given below, to put the bids on our behalf.

It is further confirmed that we have submitted Form Numbers A,B,C,D,E,F as per instructions. EMD and Hard Copies of supporting documents have been submitted within price validity.

The details of the bidder authorized to bid on our behalf are as follows.

Name & Designation:  
 E-mail ID:  
 Contact phone nos. :  
 Address:

Sl.No	Document	Compliance (Y/N)	Deviations, if any	Remarks
1	Name, Address, Tel No, Fax No, E Mail Id etc of the Bidder			
2	Signed / Stamped Copy of Tender Document.			
3	Company's Profile **.			
4	Banker's details.			
5	D&B Number, if any.			
6	Audited financial results for last 3 years submitted **.			
7	EMD			
8	Documentary evidence required towards meeting Eligibility Criterion			
9	Adherence to Tender Terms (Specifications, Suppliability, Delivery, Payment Terms, etc.			
10	Techno-Commercial Bid Validity – 90 days from date of Tender Opening and Price Validity up to 60 days from date of Tender Opening for finalization.			
11	If all the following PROFORMAs have been filled completely and submitted A,B,C,D,E,F			

(Bidders to mark **Y** – for submission and **N** – for non-submission)

**NOTE: BIDDERS WHO HAVE SUBMITTED DOCUMENTS MARKED \*\*, IN THE LAST 1 YEAR (I.E AFTER 1-4-2014, TO MMTC, NEED NOT SUBMIT THE SAME.**

(Signature of authorized executive & Seal)  
 Place:  
 Date:



**FORM – B**

**NIT No:**

**Date:**

**Format for Technical Specifications**

Item Sl. No	Material Code	Item Specification	Unit of Measurement	Quantity Tendered
1				
				Total :

In case the tenderer agrees to supply as per specification indicated in this format, he should write offered as per tender description / specification, in the Table given below. Similarly, any variation in specification offered by the tenderer should be filled in the Blank space provided against each item. If additional space is required please enclose separate sheet.

**Description Offered as desired by MMTC or Variation, if any, to be filled in by the Supplier**

Quantity Variation	
Item Spec/ Description	
Inspection Guidelines	
Criteria for acceptance of material	
Other Technical Conditions	
Packing	
Delivery Conditions	
Any other Criteria described in this NIT	

(Signature & Seal)

Name:

Designation:

Place:

Date:



**FORM C**

**Please use this sheet to specify the Excise Duty, Sales Tax & Other Duties**

1	Excise Duty ( ED : Applicable / Not Applicable )		
2	Present ED Rate , if applicable		
3	Tariff Number		
4	Excise Registration No		
5	ECC Number		
6	Com. / Circle		
7	Taxes Applicable		
	a)Sales Tax %		
	b) Other Taxes and Duties Applicable %		
	Description	Figs	Words
	c) Packing Charges, extra , if any		
8	Loading Point for Delivery (Mention : State / District)		
9	Please indicate the following for your company		
	a) Sales Tax Registration No **	Attach Copy / By Courier	
	b) CST Registration No**	Attach Copy / By Courier	
	c) Other Taxes Registration No**	Attach Copy / By Courier	
	d) Service Tax Registration No**	Attach Copy / By Courier	
	e) PAN Number of Company**	Attach Copy / By Courier	

**NOTE: BIDDERS WHO HAVE SUBMITTED DOCUMENTS MARKED \*\*, IN THE LAST 2 YEAR (I.E AFTER 1-4-2014, TO MMTC, NEED NOT SUBMIT THE SAME IN THIS TENDER, IF THE SAME REMAINS VALID AND UNCHANGED.**

(Signature & Seal)

Name:

Designation:

Place:

Date:



**FORM – D**

**Format for Basic Information of the Vendor**

NIT Number & Date: \_\_\_\_\_

1. Company's Name					
2. Ownership Details					
3. Manufacturer/ Distributor/ Dealer					
4. Mention, if PSU/ Joint venture with PSU/ SSI Unit					
5. In case of PSU - Central PSU or state Govt. PSU					
6. In case of a Joint Venture, details of % wise equity holding					
7. SSI Unit details, if applicable					
8. ISO Status					
9. Whether product is ISI Marked or as per ISI					
10. Contact Person & Designation					
11. Phone No.					
12. Fax No.					
13. E-mail					
14. Financial details of Turnover & profit for the last 3 years					
15. Major Manufacturing Capabilities					
16. Major Customers (Domestic)					
17. Major Customers (Overseas)					
18. The year of inception of the company/ business					
19. Stocking points w.r.t to location of NINL					
20. Bank Account detail : Name & Branch					
Account Number					
21. PAN No					
22. If SME / MSME					
23. If 22 is Yes , please tick appropriate box , pertaining to proprietor (if applicable)	<table style="width: 100%; text-align: center;"> <tr> <td>SC</td> <td>ST</td> <td>OBC</td> <td>General</td> </tr> </table>	SC	ST	OBC	General
SC	ST	OBC	General		
I hereby certify that all information provided above is correct to the best of my knowledge.					
(Signature, name & seal of the authorized person)					



FORM E

PROFORMA

Details to be furnished on Vendor Letter Head

The Banking/Account details are as furnished below:

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

Vendor \_\_\_\_\_

1	Bank Account No.	<input type="text"/>
2	RTGS/NEFT IFSC Code	<input type="text"/>
3	Bank Name	<input type="text"/>
4	Bank Branch Name	<input type="text"/>
5	Branch code	<input type="text"/>
6	Account Type (Saving/Current)(SA/CA)	<input type="text"/>
7	E-mail ID(if any) Of Vendors	<input type="text"/>

A blank cancelled cheque has been enclosed herewith

Thanking you,

Certified by Bank regarding Banking Details

(Vendor's Signature & Seal) (Bank Seal & Signature of Bank official)

Note: Please enclose a Blank Cancelled Cheque without which the "Mandate Form" will not be processed.

NOTE : BIDDERS WHO HAVE SUBMITTED ABOVE DOCUMENTS MARKED TO MMTC, NEED NOT SUBMIT THE SAME IN THIS TENDER, IF THE SAME REMAINS VALID AND UNCHANGED.



**FORM F**

**PRICE BID Format**

**(To be quoted in Indian Rupees (PMT) (INR- CST / VAT against Form C/Local Form)**

		Unit	Indicate %	Amount (INR)	Remarks
1	Basic Price	Rs/t			
2	Excise Duty		%		
3	CST/VAT		%		
4	Freight including Service Tax		%		
5	Entry Tax *	Rs/t			
6	Any Other	Rs/t			
7	Total Cost		1+2+3+4+5+6		
8	CENVAT	Rs/t			
9	State VAT (Vatable Portion Only)	Rs/t			NIL for CST
10	Landed Cost (LCNC)		7-8-9		

**\* To be indicated @1% by both Odisha and Non Odisha based supplier.**

The Price includes packing charges, all expenses, 3rd Party Inspection agency charges, etc FOR Plant.

(Signature, name & seal of the authorized person)