



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

Tel. NO. 011-41083113/ Fax No: 011-24364106 / 011-24364105

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## NOTICE INVITING OPEN TENDER

**NO.: MMTC/STEEL/PI/DOM/TENDER/2019-20/04**

**DATED: 14TH NOVEMBER 2019**

MMTC INVITES OPEN TENDER FROM INTERESTED DOMESTIC BUYERS FOR SALE OF **PIG IRON CHIPS & RESIDUALS EX- NINL PLANT BASIS AND ON "AS IS WHERE IS AND NO COMPLAINT BASIS.**

THE LAST DATE FOR SUBMISSION OF BID IS BY **1400 HRS ON 25<sup>TH</sup> NOVEMBER 2019.**

THE COMPLETE DETAILS OF THE TENDER ARE AVAILABLE AT MMTC'S WEBSITE [WWW.MMTCLIMITED.GOV.IN](http://WWW.MMTCLIMITED.GOV.IN), GOVT. WEBSITE [HTTP://EPROCURE.GOV.IN](http://EPROCURE.GOV.IN) AND MMTC'S E-PROCUREMENT PORTAL [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM). CORRIGENDUM ISSUED, IF ANY, WILL BE HOISTED ON ABOVE WEBSITES ONLY.

**GENERAL MANAGER (STEEL)**

M/S E-PROCUREMENT TECHNOLOGIES LIMITED IS AN AUTHORIZED E- COMMERCE SERVICE PROVIDER FOR MMTCL LIMITED, NEW DELHI TO OBTAIN RATES ONLINE THROUGH ITS PORTAL <https://mmtc.abcprocure.com>. M/S. E-PROCUREMENT TECHNOLOGIES LIMITED, B 705, WALL STREET-II, OPP-ORIENT CLUB, NR. GUJARAT COLLEGE, ELLIS BRIDGE, AHMEDABAD - 380 006

FOR ANY TECHNICAL ISSUES DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

***CONTACT PERSONS:-***

<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Himanshu (Dedicated Helpdesk for MMTCL)</b>	<b>+91 9265562826</b>	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

<b>Contact Person for Inspection of Material at NINL Plant:</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
<b>Shri P K Ray, Asst. Manager</b>	Cell : <b>09937365470</b>	
<b>Shri Saroj Das, Sr. Mgr(Sale Coordinator)</b>	Cell : <b>09861064169</b>	<a href="mailto:sales@ninl.in">sales@ninl.in</a>

<b>Contact Person for Sale at MMTCL Bhubaneswar:</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
<b>Shri K.K. Paul General Manager</b>	Tele : 0674-2546848 Cell : 08130690444	<a href="mailto:kkpaul@mmtclimited.com">kkpaul@mmtclimited.com</a>
<b>Shri R.N.Marandi General Manager</b>	Tele : 0674-2544783 Cell : 09437019341	<a href="mailto:rnm@mmtclimited.com">rnm@mmtclimited.com</a>

<b>Contact Person for Sale at MMTCL Kolkata:</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
<b>Shri SubrataSaha Chief General Manager</b>	Tele : 033-22103451 Cell : 09748041429	<a href="mailto:subratasaha@mmtclimited.com">subratasaha@mmtclimited.com</a>
<b>Shri A. Hembram, General Manager</b>	Tele : 033-22546003 Cell : 09830155721	<a href="mailto:ahembram@mmtclimited.com">ahembram@mmtclimited.com</a>

<b>Contact Person for any problem related to e-services</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
<b>Shri Bharat Bhargava, Chief Manager (Systems)</b>	Tele : 011 24381352 Cell : 09414046344	<a href="mailto:bharat@mmtclimited.com">bharat@mmtclimited.com</a>
<b>Shri Harmesh Kr Bagha, Add.General Manager (System)</b>	Tele : 011 24381352 Cell : 09810364512	<a href="mailto:bagha@mmtclimited.com">bagha@mmtclimited.com</a>

The sale and purchase are directly made by the Seller and buyer/s (Bidder/s) MMTCL LIMITED, Core No. 1, SCOPE Complex, Lodhi Road, New Delhi- 110003.

## **Terms and Conditions of the Tender**

### **1.0 COMMODITY:**

**PIG IRON CHIPS & RESIDUALS EX- NINL PLANT BASIS AND ON "AS IS WHERE IS AND NO COMPLAINT BASIS".**

The material shall be sold "**AS IS WHEREIS AND NO COMPLAINT BASIS AND NOT ON PICK AND CHOOSE BASIS**". Buyer may inspect the materials at NINL Plant before Bidding/Purchasing the material.

**2.0 Analysis:** The analysis report on the quality of the material furnished by NINL is final and binding on the BUYER.

**3.0 DELIVERY:** EX-PLANT, NINL, DUBURI, JAJPUR, ODISHA.

**4.0 DESPATCH:** Delivery allowed by both road and Rail. If delivery through railway rakes: invoicing on actual weight of the material. However, freight will be charged as per RR on chargeable weight basis.

### **5.0 EARNEST MONY DEPOSIT(EMD):**

Earnest money (EMD) of Rs 1,00,000 will be deposited by each bidder and shall not carry any interest. EMD amount through RTGS/Demand Draft/Pay order/Bankers Cheque issued by any Scheduled / Nationalized Bank /Scheduled Co-operative Banks in favour of MMTC Limited or the amount may be transferred/deposited in MMTC's Account at Bhubaneswar/Kolkata as per the bank details given below under intimation to MMTC Limited, Corporate office, New Delhi. While submitting the EMD, the participants are requested to mention the name of bank manager, landline phone no. and bank address of the issuing bank. IFSC code of the branch on whom the DD is drawn or the RTGS payment details should also be mentioned under intimation to MMTC Limited, Corporate office, New Delhi.

<b>MMTC BHUBANESHWAR</b>	<b>MMTC KOLKATA</b>
BANKER NAME AND ADDRESS: STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, ASHOK NAGAR, BHUBANESWAR-751001. ACCOUNT NO.: 10229909115 RTGS CODE: SBIN0006657	BANKER NAME AND ADDRESS: STATE BANK OF INDIA, CAG BRANCH, 34 JAWAHARLAL NEHRU ROAD, KOLKATA-700071 ACCOUNT NO.: 11051192270 RTGS CODE: SBIN0009998

**6.0** EMD submitted shall be retained by MMTC in case of successful bidder and the same would be converted into security deposit (SD). The EMD/SD of the successful bidder shall be released on successful completion of the contract. In case of unsuccessful bidders the EMD will be returned within 10 working days of finalization of the auction.

**7.0** The prospective bidder has to register with **M/s e-procurement Technologies Limited**; the prospective bidder shall have to deposit Earnest Money Deposit (EMD) through electronic mode to **MMTC Limited, Regional Office,**

Bhubaneswar/Kolkata. **CASH WILL NOT BE ACCEPTED.** On payment of EMD, seller / **M/s e-procurement Technologies Limited** will activate the User – Identity to enter into website **M/s e-procurement technologies**, Bidders SHOULD NOT disclose their password to anyone and safeguard its secrecy. Bidders are advised to change the Password.

**8.0** Tenders not accompanied by requisite EMD shall be treated as invalid and hence will be rejected.

**10. DUE DATES**

Last date & time for submission of bids on or before	<b>25/11/2019 by 1400 hrs.</b>
Opening of Technical Bid	<b>25/11/2019 by 1430 hrs.</b>
Opening of Price Bid *	<b>26/11/2019 by 1430 hrs.</b>

**11. VALIDITY**

FIRM QTY. OFFER TO BE KEPT VALID TILL 1730 HOURS IST OF **3<sup>rd</sup> December 2019** FOR ACCEPTANCE.

**12. SUBMISSION OF BIDS:**

The tender document shall be downloaded from MMTC website [www.mmtclimited.com](http://www.mmtclimited.com), Govt. website <https://eprocure.gov.in> and MMTC's e-procurement portal <https://mmtc.abcprocure.com>. The bids shall be submitted by either Physical (or) Electronic mode (E-Procurement Portal).

For physical mode, Sealed bid should be dropped in the tender box kept at MMTC Limited, at Bhubaneswar/Kolkata or the same can also be sent through Speed Post/ Courier to the MMTC Limited, at Bhubaneswar/Kolkata. MMTC shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post. Bidders shall quote the rates in figures as well as in words. Corrections if any should be initialed. In case of any discrepancy in words and figures, the rate quoted in words will be treated as final.

**In case of discrepancy in the value with reference to the unit rate & the quantity** vis-à-vis the total amount column, the unit rate quoted will be taken as final.

13. The tender documents must be duly signed on all the pages as a token of acceptance of all the terms and conditions. Bids received through fax/e-mail or bids received after the due date or time will be rejected.

14. Earnest Money in physical form should reach us on or before closing date and time of tender.

15. Offers in line with the above terms and conditions should be submitted online on MMTC's E-Procurement Portal (<https://mmtc.abcprocure.com>) against the respective tender along with scanned copy of duly signed offer on letterhead.

- Bidders are requested to use their registered user ids to submit quotations. Bidders are advised to print and save bid submission receipt after submission of bids.
16. Special Terms and Conditions, if Price Bid submitted in Electronic Mode:  
**E-Tender** is available on MMTC e-procurement website **URL: - <https://mmtc.abcpocure.com/EPROC>** for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal **URL:- <https://mmtc.abcpocure.com/EPROC>** (a onetime activity) independent of each other as given below:  
**Procedure for Obtaining Digital Certificate:**  
The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site **URL:- <https://mmtc.abcpocure.com/EPROC>**. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.  
**Note:** [Class III Digital Signature Certificate \(DSC\) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA and have to register with e-procurement portal <https://mmtc.eproc.in> \(a onetime activity\). Minimum time to procure DSC is 5 working days.](#)  
[The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty either mail or talk to the technical support engineer through <https://mmtc.eproc.in> -> contact us/helpdesk. General support and assistance for E-Tender is given in the website <https://mmtc.eproc.in>](#)

**17. Bidders shall submit their offers separately in two-bid format:**

**Part-A –Technical Bid (Annexure-C) (In Electronic or Physical Mode):**

**Technical Bid comprising of:**

1. Tender signed on all pages as proof of acceptance of all terms and conditions.
2. EMD by DD or RTGS or Fund Transfer details. Proof & details of requisite EMD.
3. Authority Letter as per **Annexure-E** (if applicable).
4. Mandatory Information Form as attached at **Annexure-F**
5. Vendor Registration Form as enclosed at **Annexure-G**.
6. CIBIL Credit Rating from Credit Information Bureau (India) Limited.
7. Copies of PAN/TAN, GST Registration Certificate etc.

The applicant shall not have been blacklisted, debarred or banned by any central government or state government agency (IES) / organization (s) on the date of submission of bid.

For submitting technical bid in Physical mode, the signed tender and the EMD should be put together in an envelope super scribing "TECHNICAL BID FOR TENDER NO: MMTC/STEEL/PI/DOM/TENDER/2019-20/04 DT: 14<sup>TH</sup> NOVEMBER 2019.

**Part-B –Price Bid (Annexure-B) (In Electronic or Physical Mode):**

Lot wise prices are to be quoted in the price bid as per the format given at **Annexure D**. Bidder has to bid for minimum one complete Lot. Part quoting for the Lots will not be permitted.

Both the above envelopes, one containing the **Technical Bid** and the other containing the **Price Bid** should be put in another envelope super scribing "NIT NO.MMTC/STEEL/PI/DOM/TENDER/2019-20/02 DT:19<sup>TH</sup> AUGUST 2019.

The technical bids will be opened as per due date. After scrutiny of technical bids, the price bids of only those bidders whose technical bids are acceptable will be opened and considered further. 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 proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures (as per **Annexure-C**).

EMD of the unsuccessful bidder will be returned back within 10 working days and for the successful bidders it will be retained as Security deposit and returned after successful completion of the contract.

The fresh contract shall be entered into by the buyer with the seller subsequent to the finalization of the tender.

18. **ISSUE OF LETTER OF ACCEPTANCE:** MMTC shall issue Letter of Acceptance (LOA) to the successful bidder based on the final rates quoted by the successful bidder and upon acceptance of the same by MMTC.
19. MMTC reserves the right to accept or reject any or all the bids 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.
20. **PAYMENT AND DELIVERY TERMS:** The successful bidder should pay the full amount of the material in advance on ex-plant NINL basis (along with GST and freight as and wherever applicable at actuals) by RTGS/DD/Banker's Cheque drawn in favour of MMTC Limited, Bhubaneswar, **within 10 working days from the date of issue of LOA**. Upon receipt of payment, Delivery Order will be issued. The material would have to be lifted within the period as specified in the Delivery Order or as may be decided by MMTC.

The Successful bidder may also submit their payment, contract and collect delivery order from any of the Regional offices of MMTC. The respective MMTCs Regional office address is available at [www.mmtclimited.com](http://www.mmtclimited.com)

- The payment to include 100% value of material + GST and freight as and whenever applicable.
  - Unit of Measurement for invoicing would be in Metric Ton.
  - No return and No Claim after dispatch of pig iron from NINL plant shall be entertained by Seller.
  - The seller shall not be responsible for any shortages or consequential damages.
  - In case a party bids for multiple lots, the lifting of materials to start from the lots against which the party has quoted the highest bid and then move on to the next lowest bid lots. Defaulters will not be allowed to participate in two succeeding tenders.
  - Material will be despatched against receipt of 100% value of the material and applicable statutory taxes & duties along with freight, GST wherever applicable.
21. Any bidder willing to participate in the tender opening process may attend directly or depute their representative through proper authorization on their letterhead (as per **Annexure-C**) with signatures in original clearly stating the name of firm, person, designation and his signatures.
22. Bidders are requested to register yourself on E-mode with MMTC by filling up all the columns in the form enclosed at **Annexure-E** and the form should be duly signed by the banker. The vendor code will be filled by MMTC. Bidder are also requested to submit the blank cancelled cheque, copy of PAN card, copy of GST registration certificate along with the duly filled form.
- a) Bids placed/Rates offered are for the basic price only and are exclusive of GST.
  - b) MMTC will receive all payments.
  - c) For sales on PAN India basis, MMTC will issue invoice.
  - d) The analysis report on the quality of the material furnished by NINL is final and binding on the BUYER.
  - e) **LOA**: MMTC shall issue Letter of Acceptance (LOA) to the successful bidder based on the final rates quoted by the successful bidder and upon acceptance of the same by MMTC.
- On receipt of 100% sale value and applicable GST etc along with Security Deposit, the Seller will issue final Sale/Delivery Order to the Buyer thereby enabling him to lift the materials within the period specified in the Sale/Delivery Order or within one month of the issuance of delivery order/delivery instructions by MMTC.  
 Dispatch shall be done by Road only.  
 The material would have to be lifted within the period as specified in the Delivery Order or as may be decided by MMTC.

No return and No Claim after dispatch of material from NINL plant shall be entertained by Seller.

The seller shall not be responsible for any shortages or consequential damages.

Lifting of materials will be allowed only between 0830 Hrs. to 1700 Hrs 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.

In case a party bids for multiple lots for same items, the lifting of materials to start from the lots against which the party has quoted the highest bid and then move on to the next lowest bid lots. Defaulters will not be allowed to participate in two succeeding auctions.

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.

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.

Trucks / Lorries with valid LSGP (Loading Slip cum Gate Pass) shall be allowed inside plant for loading after necessary security check between 830 Hrs. to 1030 Hrs. A route map of loading destinations shall be provided by shipping department, which would be available at Security Gate and would be provided to Truck/Lorry drivers (if required) to guide them to destinations.

Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.

Buyer / their authorized representatives / their authorized transporters shall be allowed only to NINL Sale Coordination Department, LSGP issue office, Weigh-Bridge and Invoice Office to carry out their jobs in connection with lifting of material. They will not be allowed to visit other areas of the plant site.

Once the goods / materials are taken out of the factory gate, buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

**Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale.

The **analysis report** on the quality of the material furnished by NINL is final and binding on the BUYER.

Buyer and his men are subject to the security rule of seller in force while in the seller's premises. The buyer/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the buyer shall be liable for the good conduct, safety & discipline of



his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD.

While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the buyer shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the Security Deposit or may stop delivery of the material till payment is made.

SELLER shall 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.

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.

**23. Holiday Listing Policy:** "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 reserved the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force".

**24. 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 at <http://mmtclimited.com> during their participation in the auction 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.

**25. Arbitration:**

All disputes arising between the parties (Buyer 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.

**26. FORCE MAJEURE:**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations 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, then the date of fulfilment 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 instalment 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 three 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 within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination 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 existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the sellers for not performing their obligations under the contract.

**GENERAL MANAGER (STEEL)**

**TECHNICAL BID FORMAT**  
**(On Letter Head)**

Name, Address, Tel No, Mobile No, Fax No, E Mail Id etc of the Bidder	
Contact Person	
Company’s Profile Attached	Yes/No
Copy of PAN/TAN, GST Registration Certificate etc	Yes/No
Details of EMD submitted	
Audited profit and loss and balance sheet for the year ending 31 <sup>st</sup> March 2018 attached	Yes/No
Credit Rating report latest by 31 <sup>st</sup> March 2018 attached	Yes/No
All terms and conditions acceptable with tender signed on all pages	Yes/No
CIBIL Credit rating from Credit Information Bureau (India) Limited.	Yes/No
The applicant shall not have been blacklisted, debarred or banned by any central government or state government agency (IES) / organization (s) on the date of submission of bid.	

**Signature of the bidder** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

DATE: \_\_\_\_\_ 2019

**Ref: MMTC/STEEL/PI/DOM/TENDER/2019-20/04**

**DT: 14/11/2019"**

**PRICE BID**

1.	COMMODITY	<b>PIG IRON CHIPS &amp; RESIDUALS EX- NINL PLANT BASIS AND ON "AS IS WHERE IS AND NO COMPLAINT BASIS".</b>
2.	Name of the Bidder	
3.	Address of the Bidder	

4.	LOT NOS	U O M	Lot size Qty to be quoted (MT)	Price Quoted, (Ex-plant NINL exclusive of GST/ Freight/ Excise duty/other Statutory taxes/levies as applicable.
	Lot 1	PMT	500	INR :
	Lot 2	PMT	500	INR :
	Lot 3	PMT	500	INR :
	Lot 4	PMT	500	INR :
	Lot 5	PMT	500	INR :
	Lot 6	PMT	500	INR :

Validity of price up to 1730 HRS (IST) of 3<sup>rd</sup> December 2019 or As per Corrigendum/ Addendum issued, if any.

\_\_\_\_\_  
Signature of the bidder  
Name: \_\_\_\_\_  
Designation \_\_\_\_\_

DATE: \_\_\_\_\_ 2019

**FORMAT FOR AUTHORISATION LETTER TO BE SUBMITTED BY THE PRINCIPALS  
ON LETTER HEAD (IN ORIGINAL)**

**Ref: MMTC/STEEL/PI/DOM/TENDER/2019-20/04**

**DT: 14/11/2019**

To,  
General Manager,  
MMTC Limited,  
Regional Office, Bhubaneswar/Kolkata.

Dear Sir,

**Sub: Authorization to Agent for participation in Tender –Reg.**

**Ref: MMTC Notice Inviting Tender No: \_\_\_\_\_ Dated \_\_\_\_\_.**

This is with reference to your Notice Inviting Tender (NIT) bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ regarding authorization.

In this connection, we M/s. \_\_\_\_\_ (name & Address) as Principal, hereby authorize Shri \_\_\_\_\_ (name & Address), on behalf of us to quote/submit/participate in the above referred tender bearing No. \_\_\_\_\_ Dated \_\_\_\_\_.

We hereby undertake that we as a Principal hold full responsibility for all acts/ deeds of Shri \_\_\_\_\_ in connection with this tender.

Thanking you.

Yours faithfully,

(Signature & Seal of the Authorized signatory of the Principal)

Signature of Authorised person  
(M/s. \_\_\_\_\_ )

Name and Designation:

**MANDATORY INFORMATION**

Ref: MMTC/STEEL/PI/DOM/TENDER/2019-20/04

DT: 14/11/2019

**COMPANY DETAILS:**

Company Name :	
Registration No. :	
PAN No. / TAN No./GST No. :	
Registered Address :	
Names of Partners / Directors :	
Bidder Type :	Indian / Foreign
City :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

**Company's Contact Person's Details:**

Contact Name :	
Date of Birth :	
Correspondence e-mail ID :	
Designation :	
Phone No. :	
Mobile No. :	

Signature of bidder : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

**PROFORMA**  
**Details to be furnished on Vendor/Customer Letter Head**

Vendor Code 

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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.

1	Bank Account No.	<table border="1" style="border-collapse: collapse;"><tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr><tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr></table>																																																																				
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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)