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NIT NO.MMTC/KOL/NINL/PUR/FA/2013-14/015 dated 21.11.2013

MMTC invites tenders from interested Domestic suppliers for purchase of **Ferro Silicon Lumps** for supply to NINL, Duburi, Orissa. Last date of submission of tender is on **13-12-2013 at 1300 hours IST**.

For details, please visit websites www.mmtclimited.com and at www.eprocure.gov.in

General Manager(Min.)



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 **200 MT Ferro Silicon (FeSi)** for NINL, through open tender from the manufacturers/traders of FeSi. 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 and www.eprocure.gov.in

Date of commencement of Tender download :21/11/2013
 Date of closure of Tender download :13/12/2013 :: 12:00 Hrs
 Last Date & Time for Submission of Offers On or before :13/12/2013 :: 13:00 Hrs
 Tender opening :13/12/2013 :: 14:30 Hrs

The bidder shall participate in the tender through electronic mode for Price bid. No Physical bid shall be accepted for Price Bid under any circumstances. For participating in MMTC e-tender, please visit www.tenderwizard.com/MMTC latest by 1300 hrs IST on 13th December 2013. For any assistance on e-bidding process / registration / digital signature, bidder may visit help desk section of e- portal (contact person : detailed in Table below) bidders are advised to quote/submit their offers well in advance for smooth participation in the tender.

HELP DESK CONTACT NUMBERS ARE AVAILABLE BETWEEN 10:00 HRS to 18:30 HRS			
Contact Nos. and e-mail IDs for Help Desk			
Particulars	Contact Person	Contact Number	Email Id
First Level Contact: Tender Wizard Help Desk	Mr. Pradeep S R	+91-9686196751	pradeep.sr@antaressystems.com
Second Level Contact: Tender Wizard Help Desk	Mr. Yogesh	+91-9686196755	yogesh.m@antaressystems.com
	Mr. Manjunath R N	+91-9686196754	manjunath.rn@antaressystems.com
	Mr. Moulana	+91-9686196758	moulana@antaressystems.com
	Ms. smitha	080-49352000	smitha.n@antaressystems.com
Alternate Contact	Mr. Madhusudan S	-	madhusudans@antaressystems.com
	Mr. Harsh Dev	-	harsh.bangalore@gmail.com



Bidders shall submit their offers separately in two-bid format, Technical bid (Attachment A) and Price Bid (Attachment B).

Part- A : Technical Bid : Containing profile of the company, viz. Public Ltd./ Private Ltd./ Partnership / Proprietary concern with details of contact person, phone, fax, e-mail address, etc. As per Technical bid compliance form (Attachment-A, B,C,D,E). Bid bond shall form part of Technical bid. **TECHNICAL BID TO BE SUBMITTED IN PHYSICAL FORM AT MMTC LTD. KOLKATA NIC BUILDING (4TH 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 bidder(Technical) will be opened after opening Technical bid. **PRICE BID MUST BE SUBMITTED ON-LINE COMPULSORILY.**

The bidder shall submit the hard copy of Technical Bid (submitted in Physical Form) and original Bid Bond only so as to reach G.M MMTC Limited, NIC Building (4th floor), 8 India Exchange Place, Kolkata-700001 before opening the tender i.e. **1430 hrs. Ist on 13th December May 2013.** The Technical Bid documents / Annexures to be couriered to GM, MMTC Kolkata / dropped and should be received at Kolkata prior to tender opening date.

However, Attachment F (Price Bid) have to be compulsorily submitted in e-bid , in the system, else the offer will be rejected. **TECHNICAL BID TO BE SUBMITTED IN A SEALED ENVELOP (DROPPED IN TENDER BOX) AT MMTC LTD. KOLKATA NIC BUILDING (4TH FLOOR), 8, INDIA EXCHANGE PLACE, KOLKATA – 700001.**

PRICE BID MUST BE SUBMITTED ON-LINE COMPULSORILY. Physical receipt of PRICE BID documents by courier will also be rejected. PLEASE ENSURE THAT THE E-SUBMISSION PROCESS IS COMPLETE AND YOU HAVE RECEIVED ONLINE CONFIRMATION.

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 authorisation at **1430 hours IST on 13th December 2013.**

Bid bonds 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 to be submitted by on or before 13:00 Hrs. 13th December 2013

Earnest money: **Earnest Money Deposit for Rs 1,60,000/-** in the form of Bank Guarantee or Demand Draft or thru 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 / unauthorised 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.

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 t 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 **Ferro Silicon Lumps**. The tenders have to be submitted by 1300 hours IST on 13th December 2013.
- The complete details of the tender enquiry are available at MMTC's website www.mmtclimited.com and at www.eprocure.gov.in

1. Commodity : Ferro Silicon – Lumps (FeSi)
2. Material Code : 13032571010001
3. Quantity : 200 MT (+/- 5%)
4. Specifications and Size:
 - i. Si : 70% Min (Below 68%, to be Rejected).
Between 69% and 70% - Penalty @ 2% of Price.
Between 68% and 69% - Penalty @ 4% of Price.
 - ii. C : 0.15% Max (Above 0.15%, to be Rejected).
 - iii. Al : 1.5% Max (Above 1.5%, to be Rejected).
 - iv. S : 0.04% Max (Above 0.05%, to be Rejected).
Between 0.04% and 0.05% - Penalty @ 1% of Price.
 - v. P : 0.04% Max (Above 0.05%, to be Rejected).
Between 0.04% and 0.05% - Penalty @ 1% of Price.
 - vi. Size : 25-50 mm
 1. -20mm : 10% Max
 2. +50mm : 5% Max
 3. +100mm : NIL
5. Invoice On : As mentioned in Purchase Order/Contract
6. Mode of Delivery : By Road. To be arranged by Seller
7. Price Term : FOR Destination, NINL Kalinganagar, inclusive of Road Freight, Packaging and forwarding, Insurance , etc.
8. Analysis Certificate : Copy of Analysis Certificate by 3rd 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 alongwith 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.

9. 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

10. Payment Terms : 95% payment within 10 days of submission of completed documents (Section 2 Clause 3) subject to min 30 days from date of receipt of cargo at NINL, at office of GM (Minerals) MMTC Kolkata, NIC Building (4th Floor), 8-India Exchange Place, Kolkata-700001 . Balance 5% payment to be released immediately on submission of corresponding E1 Form.

11. Packing : 25 Kgs in single gunny bags and 40 such bags packed in 1MT jumbo bag. The jumbo bag must sustain capacity for handling by crane.

12. Marking on Packing : “Fe-Si” , Supplier’s name in abbreviation. Bag Gross Weight and Net Weight

13. Weighment : Received 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.

14. 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 GARN (Goods Acceptance/Rejection Note) received from NINL for purpose of payment.

15. 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 suppliers responsibility to remove the rejected material from NINL works within 10 days of intimation by phone , fax, e-mail, letter.



16. Markings : Bags should be marked with Names and Address of Supplier (in brief) and Name of Commodity.
17. Document Submission (EMD and Supporting documents in Physical Form Only) : GM (Minerals), MMTC Limited, NIC Building, 8 India Exchange Place, Kolkata- 700 001
18. Excise Duty & Edu Cess: At actuals as applicable
19. CST/ VAT : At actuals as applicable
20. C / E1 Forms : As applicable under CST / VAT Act.
21. 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.
22. Delivery Period : 100 MT by 31st December 2013. Balance 100 MT by 31st January 2014. MMTC reserves the right to extend the Delivery Period upto a max 2 months.
23. 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 to all the terms and conditions of the Tender. Cenvatable portion of CVD will be reimbursed at actual. The Cenvatable portion of duty has to be indicated specifically in the Offer, for LCNC comparison purpose.
24. Eligibility Criterion for Tender:
- Has successfully supplied **FeSi** to any Indian Steel Manufacturing Unit (since January 2009).
 - Tenderers will have to offer minimum 50% quantity in their offer.
 - Shall submit an **Earnest Money Deposit (EMD) of Rs 1,60,000/-** by Demand Draft drawn on 'MMTC Limited' payable at Kolkata or a Bank Guarantee on a Scheduled Commercial Bank having RBI Clearance (excluding Cooperative or

Gramin Banks) as per format in Annexure. BG should have validity till 30th June 2014. 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 and Submission of E1 Form. 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.

25. 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 +/- 5% 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.

26. 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 Envelop, 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 1-4-2012, the same need not be submitted again.**
3. In case of Authorised agents, a copy of Authorisation 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 (To be uploaded on Website)

Shall contain price bids separately for all lots in per ton of material basis Price to be submitted as per format FORM F enclosed. **Under No Circumstances, should they send FORM F, by courier, else tender shall be rejected.**

Hard Copy / Courier: The Earnest Money Deposit of Rs 1,60,000/- either :

1. In form of a Demand Draft 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 ISIN0009998
3. A Bank Guarantee (Form G)

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.

Last date and time for Tender Submission :- Complete **Price Bid** should be uploaded on www.tenderwizard.com/MMTC latest by 1300 hrs IST on 13th December 2013 for any assistance on e-bidding process / registration / digital signature , bidder may visit help desk section of e- portal (contact person :

HELP DESK CONTACT NUMBERS ARE AVAILABLE BETWEEN 10:00 HRS to 18:30 HRS			
Contact Nos. and e-mail IDs for Help Desk			
Particulars	Contact Person	Contact Number	Email Id
First Level Contact: Tender Wizard Help Desk	Mr. Pradeep S R	+91-9686196751	pradeep.sr@antaressystems.com
Second Level Contact: Tender	Mr. Yogesh	+91-9686196755	yogesh.m@antaressystems.com
	Mr. Manjunath R N	+91-9686196754	manjunath.rn@antaressystems.com

Wizard Help Desk	Mr. Moulana	+91-9686196758	moulana@antaressystems.com
	Ms. smitha	080-49352000	smitha.n@antaressystems.com
Alternate Contact	Mr. Madhusudan S	-	madhusudans@antaressystems.com
	Mr. Harsh Dev	-	harsh.bangalore@gmail.com

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 Bilding (4th Floor), 8 India Exchange Place, Kolkata - 700001, West Bengal, India within [1300 hrs IST of 13th December 2013](#). Please send your bids in SEALED ENVELOP addressed to:

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

Tender Opening Date:- Tenders shall be opened on [1430 hrs IST of 13th December 2013](#), 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 setoff 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.

Intransit Sale (Under Section 6(2) of CST) Act:

MMTC shall have the option of making the sale to M/s NINL on in-transit basis. In such case Form F shall be used to determine the LCNC Price as per CST Act.

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

mail : kkpaul@mmtclimited.com; mantu@mmtclimited.com :: website : 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 finalisation 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 Technocommercial 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:
 - a. Excise Invoice cum Challan (Duplicate-Transporters Copy for Modvat Purpose)
 - b. Analysis Certificate by 3rd party independent analyst for Chemical Analysis & Size Analysis as per tender terms.
 - c. Consignor Copy of LR
 - d. Packing List showing No. of Bags , (Gross Weight less Bag Weight=Net Weight)
 - e. Any Other document as per statutory requirement
3. Documents for payment purpose:
 - a. Commercial Invoice (in Triplicate)
 - b. RR/LR duly receipted by NINL/ Material Delivery Certificate issued by NINL or GARN (Goods Acceptance or Rejection Note)
 - c. Consignee Copy of LR
 - d. Analysis Certificate by 3rd party independent analyst as per tender terms.
 - e. Packing List showing No. of Bags , (Gross Weight less Bag Weight=Net Weight)
 - f. Any other document as may be asked in the 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. Statutory Payments: Excise duty plus educational cess shall be payable extra at the rate ruling on the date of scheduled despatch. 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 despatch documents.

Sales Tax

Sales tax as applicable on the date of schedule despatch 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 despatch within the agreed schedule period.

5. **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.

6. **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.

7. Conciliation and Arbitration:

Conciliation : All disputes or differences whatsoever arising between the parties relating to or arising out of contract, shall be settled first by conciliation in accordance with the rule of conciliation & Arbitration 2003 of SCOPE Forum of Conciliation & Arbitration (available at www.scopeonline.in/Farb.htm) and the settlements so rendered between the parties in pursuance thereof shall be final and binding on the parties. In case of failure of Conciliation, the issue shall be settled as per Arbitration procedure detailed hereafter.

Arbitration : Any dispute or difference whatsoever arising between the parties and / or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of conciliation & Arbitration 2003 of SCOPE Forum of Conciliation & Arbitration (available at www.scopeonline.in/Farb.htm) and the award made in pursuance thereof shall be final and binding on the parties. The venue shall be Purchaser's premises or as decided by the arbitrator.



All suits and legal proceedings in any matter arising out of the tender shall be triable only by the appropriate civil court at Kolkata, India

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 authorised to bid on our behalf is as follows.

Name & Designation:

e-mail ID :

Contact phone nos. : Address :

Sl.No	Document	Compliance (Y/N)	Deviations, if any	Ren
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	Bankers details.			
5	D&B Number, if any.			
6	Audited financial results for last 3 years submitted **.			



7	Bid Bond copy.			
8	Guarantee Certificate.			
9	Documentary evidence required towards meeting Eligibility Criterion			
10	Adherence to Tender Terms (Specifications, Suppliability, Delivery, Payment Terms, etc.			
11	Techno-Commercial Bid Validity - 90 days from date of Tender Opening and Price Validity upto 60 days from date of Tender Opening for finalization.			
13	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 1-4-2012, TO MMTC, NEED NOT SUBMIT THE SAME.

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

FORM – B

NIT No. :

Date :

Format for Technical Specifications

Item SI 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 1 YEAR (I.E AFTER 1-4-2012, 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

Enquiry Number : _____ **dated**

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)	



4 Bank Branch Name

5 Branch code

--	--	--	--	--	--	--

6 Account Type
(Saving/Current)(SA/CA)

--	--

7 E-mail ID(if any)
Of Vendors

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.

FORM F

PRICE BID Format

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

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



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

(Signature, name & seal of the authorized person)

FORM G

BANK GUARANTEE PROFORMA

-

(On a Stamp Paper of Rs. 10/- to be executed by a Kolkata Branch of an Indian Scheduled Bank)

M/s MMTC Limited,

NIC BUILDING, 4TH FLOOR

8 , INDIA EXCHANGE PLACE

KOLKATA-700 001

Dear Sirs,

WHEREAS M/s. _____(offeror) has offered to supply a quantity of _____MTs of **Ferro Silicon** to MMTC and the offeror is required to submit a Bid Bond in Indian Rupees for the offered quantity including the plus/maximum quantity offered along with the offer



as a guarantee for fulfilment of all the terms and conditions of subsequent sale, we (Bank with full address) hereby guarantee and undertake to pay immediately on demand by MMTC Ltd., Kolkata the amount of INR _____ in case the offeror fails to perform any or all the obligations, undertaken by him as per MMTC's acceptance without reservation, protest, demur and recourse to said offeror. Any such demand in writing made by MMTC shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. This Guarantee shall be irrevocable and shall remain valid till _____ in Kolkata.

Notwithstanding anything mentioned herein before, our liability under the Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it will remain in force upto _____ unless a claim under the Guarantee is filed against us on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. We, _____ Bank further agree that the Guarantee hereunder contained shall not be affected by change in the terms of purchase originally offered by the offeror.

Dated:

For

Place:

Bank