



A Govt. of India Enterprise

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No.MMTC/STEEL/LAM COKE /TENDER/19/2013-14/01

Dated: 10.12.2013

Sub: Tender for sale of LAM Coke, Ex-NINL, Duburi (Odisha).

MMTC invites tender in closed/sealed cover from interested buyers for sale during December 2013 /January 2014 for 11,000 MTs +/-10% (Approx 5 rakes) of LAM Coke. Relevant terms and conditions of supply are furnished below:

1. **Quantity:** 11,000 MTs +/-10% (Approx 5 rakes)
Minimum bid qty. one Rake (2200 MT)
2. **Item & Specification:** NINL LAM COKE (size 20-80MM)

MC (% max)	Ash (% max)	VM (% max)	S (% max)	M-40 (% min)	M-10 (% max)	CRI (% min)	CSR (% min)
1	12.5	1	0.6	82	7	22	63.5

Size Specifications

LAM coke		
+80mm	-20mm	Mean size
6 % max	4 % max	50 mm

3. **EMD:** RS. 5 LAKH FOR EACH RAKE QUOTED (2200 MT) AND FOR TOTAL QTY OF 11000 MT (5 RAKES) IS RS. 25 LAKH.

The offer has to be accompanied by EMD of Rs. 5,00,000.00 (Rupees Five Lakh only) for each rake in the form of DD/Bankers Cheque drawn in favor of MMTC Limited, Bhubaneswar. Bids received without EMD shall be rejected. In case of not depositing the payment as per LOA or default in lifting or delay in lifting within the stipulated time period as may be fixed by MMTC for the purpose, EMD shall be forfeited.

In case seller is unable to deliver the cargo 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 extended period. In such eventuality, the buyer shall not be entitled to claim any compensation for such delay.

4. PAYMENT

- a. All payments shall be made in the form of RTGS/Demand Draft/Pay order/Bankers Cheque issued by any Scheduled / Nationalized Bank in favour of **MMTC Limited payable at Bhubaneswar/Kolkata or the amount may be deposited in MMTC Account at Bhubaneswar/Kolkata.**
- b. Successful bidders shall have to deposit **payment in full** (i.e. 100% value of the material plus applicable taxes and duties) **within 2 working days intimated separately from the date of LOA** (Letter of acceptance of offer) /intimation to deposit payment for issuing the delivery order along with Security Deposit @ 2% of basic value and Security Deposit for C-form (if any) and necessary railway freight. **A further period of 5 working days shall be allowed for deposit of payment on charging interest @ 15% per annum for the delayed period.**

5. For sales within Odisha, MMTC will issue invoice.

6. For sales outside Odisha, NINL will issue Invoices directly to the party. MMTC will issue instructions to NINL for the same. MMTC will collect Security/C Form, Form - 27 (C) from the party in favour of NINL.

7. DELIVERY

The cargo shall be delivered only by rakes on ex-plant (NINL Plant) basis through Indian Railway rakes (one rake- 2200 MTs approx.). The bidder shall also make efforts for placement of rake for movement of the material. Rake load qty - payment to be deposited for approx. 2200 MT but final quantity will be as per rake placed by Railways. Invoicing will be done on actual weight of the wagons. However, freight will be charged as per RR on tare basis of wagons.

7.1 On receipt of full sale value and applicable ED/CST/VAT/ET/TCS along with Security Deposit, the Seller will issue final Sale Order to the Buyer thereby enabling him to lift the materials within the period specified in the Sale Order.

- 7.2 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.
- 7.3 **Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale.
- 7.4 **Sampling and Analysis:** The quantity is offered on Ex-Plant basis and the test results, as determined NINL LAB shall be final and binding on the PURCHASER.
- 7.5 The **insurance** to be arranged by the Buyer after loading onto railway rakes.
- 7.6 In case successful bidder is a defaulter in lifting the material against tender/s of MMTC Limited, lifting against this tender will be allowed only after clearing the quantities remaining unlifted earlier.
8. All bids duly signed on all pages shall be furnished in sealed covers in 2 parts **i.e. Part 'A' and part 'B' separately addressed to Dy. General Manager (Steel), MMTC Ltd., 7th Floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar-751007.**

8.1 Part 'A':

- i) **MMTC tender duly signed and stamped on all pages in a separate sealed cover super scribing "commercial terms & conditions" confirming that the bid is strictly as per terms of tender enquiry and acceptance of all terms and conditions of the tender.**
- ii) **EMD to be submitted for the qty bid and if the same is not enclosed, such bids will be rejected.**

In no case price bid should be mentioned in the techno-commercial bid. If offered, such bids may be rejected.

8.2 'Part 'B':

Price Bid for the qty quoted is to be submitted in another sealed cover super scribing "Price Bid". Price bids of bidders whose techno-commercial bids along with EMD are acceptable will only be opened for further consideration.

Both the sealed envelopes to be put in another envelope & sealed and addressed to Dy. General Manager (Steel), MMTC Ltd., 7th Floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar-751007, indicating Tender No. and date.

Sealed bids should be dropped into a tender box kept in the office of Dy. General Manager (Steel), MMTC Ltd., 7th Floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar-751007 before 1500 hrs on 20.12.2013. Late bids or bids with inadequate details will not be considered.

The technical bids will be opened at 1530 hrs on 20.12.2013. **After scrutiny of technical bids price bids of only those bidders whose technical bids are acceptable will be opened and considered further.** The price bids will be opened at 1630 hrs. on 20.12.2013.

Prices to be quoted on PMT basis Ex-NINL Plant.

Rate bid should be for the basic price only on ex-plant basis exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties which will be in addition to the basic price and will be added at rates applicable at the time of delivery

Offers of the bidders must be valid **for 15 days** from the date of opening of tender i.e. up to **1700 hrs of 06.01.2014.**

9. ARBITRATION

All disputes arising between the parties (Purchaser 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.

MMTC reserves the right on the allotment of quantity to any bidder, issue delivery orders to more than one bidder, accept or reject any or all the offers, fix its own price/ quantity without assigning any reason thereof.

(Rajender Prasad)
General Manager (Steel)
10.12.2013

MMTC/STEEL/LAM COKE /TENDER/19/2013-14/01 Dated: 10.12.2013

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