



**A Govt. of India Enterprise**

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## **NOTICE INVITING GLOBAL TENDER**

**NO.: MMTC/STEEL/BILLETS/EXP/TENDER/2018-19/01**

**DATED: 1<sup>ST</sup> FEBRUARY 2019**

MMTC INVITES GLOBAL TENDER FOR EXPORT OF MILD STEEL BILLETS OF INDIAN ORIGIN TO NEPAL. THE LAST DATE OF SUBMISSION OF TENDER IS BY 1430 HRS ON 20<sup>TH</sup> FEBRUARY 2019.

THE COMPLETE DETAILS OF THE TENDER ARE AVAILABLE AT MMTC'S WEBSITE [WWW.MMTCLIMITED.COM](http://WWW.MMTCLIMITED.COM) AND GOVT. WEBSITE [HTTP://EPROCURE.GOV.IN](http://EPROCURE.GOV.IN).

CORRIGENDUM ISSUED, IF ANY, WILL BE HOISTED ON ABOVE WEBSITES ONLY.

GENERAL MANAGER (STEEL)

1.	COMMODITY	<b>MILD STEEL BILLETS IS-2830(GR-1) COMPLYING FE550D /FE500D SIZE OF 150MM*150MM*12000MM HAVING WEIGHT OF 2.1 TON (APPROX.) PER BILLET PRODUCED BY NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA.</b>																													
2.	QUANTITY	FIRM QTY.: 5,000 MT(+ 10% AT SELLERS OPTION)																													
3.	DELIVERY:	AT DESIGNATED RAILWAY SIDING OF NEELACHAL ISPAT NIGAM LIMITED, DUBURI (SIDING CODE-NINS), SUKINDA ROAD RAILWAY STATION, DISTT. JAJPUR, ODISHA.																													
4.	DELIVERY PERIOD	11TH MARCH 2019 TO 21ST MARCH 2019																													
5.	WEIGHMENT	WEIGHT CERTIFIED AT EX-PLANT, NINL SHALL BE FINAL. TEST CERTIFICATE ISSUED BY NINL SHALL BE FINAL.																													
6.	ORIGIN	INDIAN																													
7.	DESTINATION	<b>INDO-NEPAL BORDER, RAILWAY STATION: RAXAUL</b>																													
8.	SPECIFICATIONS	<table border="1"> <thead> <tr> <th>GRADE</th> <th>% C</th> <th>% Mn</th> <th>% S</th> <th>% P</th> <th>% S+P</th> <th>% Si</th> <th>CE</th> <th>BILLETS SIZE</th> <th>length</th> </tr> </thead> <tbody> <tr> <td>IS-2830 (Gr-1) Complying Fe550D/ Fe500D</td> <td>0.25 Max</td> <td>1.20 Max</td> <td>0.040 Max</td> <td>0.040 Max</td> <td>0.075 Max</td> <td>0.15-0.35</td> <td>0.42 Max</td> <td>150mm x 150mm</td> <td>12 MTS</td> </tr> </tbody> </table>										GRADE	% C	% Mn	% S	% P	% S+P	% Si	CE	BILLETS SIZE	length	IS-2830 (Gr-1) Complying Fe550D/ Fe500D	0.25 Max	1.20 Max	0.040 Max	0.040 Max	0.075 Max	0.15-0.35	0.42 Max	150mm x 150mm	12 MTS
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9.	PRICE (TO BE QUOTED)	BIDDER(S) MAY QUOTE PRICE IN USD PMT EX-WORKS (EXW). UNLESS OTHERWISE AGREED, PRICE OF THE MATERIAL SHALL BE FREE ON TRAIN/FREE ON TRUCK, ON EX-WORKS (EXW) AT NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA INDIA BASIS IN THE PRICE BID FORMAT.																													
10.	SUBMISSION OF SECURITY DEPOSIT (SD) / EARNEST MONEY DEPOSIT (EMD)	<p>ALL BIDDERS (EXCEPT MTPL WHICH IS A 100% SUBSIDIARY OF MMTC) ARE REQUIRED TO SUBMIT EARNEST MONEY DEPOSIT (EMD) FOR AMOUNT OF INR THIRTY LAKHS THROUGH BANK GUARANTEE /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 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.</p> <table border="1"> <tr> <td> <b>MMTC BHUBANESHWAR</b>            BANKER NAME AND ADDRESS:            STATE BANK OF INDIA, COMMERCIAL            BRANCH, IDCOL HOUSE, ASHOK NAGAR,            BHUBANESWAR-751001.            ACCOUNT NO.: 10229909115            RTGS CODE: SBIN0006657         </td> <td> <b>MMTC KOLKATA</b>            BANKER NAME AND ADDRESS:            STATE BANK OF INDIA, CAG BRANCH,            34 JAWAHARLAL NEHRU ROAD,            KOLKATA-700071            ACCOUNT NO.: 11051192270            RTGS CODE: SBIN0009998         </td> </tr> </table>										<b>MMTC BHUBANESHWAR</b> BANKER NAME AND ADDRESS: STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, ASHOK NAGAR, BHUBANESWAR-751001. ACCOUNT NO.: 10229909115 RTGS CODE: SBIN0006657	<b>MMTC KOLKATA</b> BANKER NAME AND ADDRESS: STATE BANK OF INDIA, CAG BRANCH, 34 JAWAHARLAL NEHRU ROAD, KOLKATA-700071 ACCOUNT NO.: 11051192270 RTGS CODE: SBIN0009998																		
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		<p>THE PARTICIPANTS ARE REQUESTED TO MENTION THE NAME OF BANK MANAGER LANDLINE PHONE NUMBER AND BANK ADDRESS OF THE IN THE FORM OF DEMAND DRAFT (DD), BANK GUARANTEES (BG), TELEGRAPHIC TRANSFER (TT) REMITTANCE.</p> <p>EMD WILL BE CONVERTED INTO SD IN CASE OF SUCCESSFUL BIDDER/S. EMD HAS TO BE SUBMITTED AT LEAST TWO (02) WORKING DAYS BEFORE THE TENDER OPENING DATE. IN CASE EMD IS SUBMITTED IN THE FORM OF FINANCIAL BANK GUARANTEE (PROFORMA ENCLOSED) THROUGH A SCHEDULED COMMERCIAL BANK (OTHER THAN GRAMIN BANK, DHANALAKSHMI BANK, NAINITAL BANK AND CO-OPERATIVE BANK) AT NEW DELHI, INDIA. NETWORTH OF BG ISSUING BANK SHOULD NOT BE LESS THAN RR.500 CR. AND MINIMUM CAPITAL ADEQUACY RATIO OF 9%. BG SHOULD BE VALID FOR MINIMUM SIX MONTHS ON REVOLVING BASIS. IN CASE OF UNSUCCESSFUL BIDDER/S, THE EMD WILL BE RETURNED WITHIN 15 DAYS OF FINALIZATION OF TENDER.</p>
11.	PERFORMANCE GUARANTEE	ALL BIDDERS (EXCEPT MTPL WHICH IS A 100% SUBSIDIARY OF MMTC) ARE REQUIRED TO SUBMIT PERFORMANCE GUARANTEE FOR AMOUNT OF INR THIRTY LAKHS THROUGH PERFORMANCE GUARANTEE/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.
12.	PAYMENT TERMS	BY IRREVOCABLE L/C PAYABLE ON PRESENTATION OF DOCUMENTS TO THE NEGOTIATING BANK WITH TT REIMBURSEMENT CLAUSE AND RED CLAUSE OPENED BY A FIRST CLASS INTERNATIONAL BANK AS PER THE STANDARD FORMAT OF MMTC (ENCLOSED). LC SHOULD BE OPENED FOR FULL CONTRACT VALUE WITHIN TEN (10) WORKING DAYS FROM THE DATE OF LETTER OF INTENT (LOI). FAILING WHICH EMD WILL BE FORFIETED AND MMTC MAY TAKE ACTION AS DEEMED FIT.
13.	DUE DATES	<p><b>SUBMISSION OF TECH. &amp; PRICE BIDS : 20<sup>th</sup> FEBRUARY 2019 by 1430 hrs IST</b></p> <p><b>OPENING OF TECHNICAL BID : 20<sup>th</sup> FEBRUARY 2019 by 1445 hrs IST</b></p> <p><b>OPENING OF PRICE BID : 20<sup>th</sup> FEBRUARY 2019 by 1630 hrs IST</b></p>
14.	VALIDITY	FIRM QTY. OFFER TO BE KEPT VALID TILL 1730 HOURS IST OF 27th FEBRUARY 2019 FOR ACCEPTANCE.
15.	CONTRACT	<p>WRITTEN CONTRACT WOULD BE REQUIRED TO BE SIGNED BY THE SUCCESSFUL BIDDER (PARTY) /TENDERER WITHIN FIVE (5) WORKING DAYS OF ISSUE OF LETTER OF INTENT (LOI). THE SAME PARTY SHALL OPEN LC WITHIN THE STIPULATED TIME FRAME AS DETAILED</p> <p>IN CLAUSE No. 12. DOCUMENTS WILL BE MADE ONLY IN THE NAME OF THE PARTY WHO OPENS LC. NO CHANGE IN NAME/CONSTITUTION OF BIDDER WILL BE ALLOWED TILL SUCCESSFUL COMPLETION OF CONTRACT.</p>
16.	GENERAL TERMS & CONDITIONS	<p>(I) MMTC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT MMTC'S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS.</p> <p>(II) THE BUYER SHALL HAVE TO LIFT THE ALLOTTED QUANTITY AS PER SHIPMENT PERIOD UNTIL OTHERWISE EXTENDED BY THE SELLER ON THE REQUEST OF BUYER. IN THE EVENT OF FAILURE OF THE ABOVE THE SELLER SHALLFORFEIT EMD/PBG SUBMITTED AGAINST THE SAID TENDER. IN THE EVENT BUYER FAILS TO LIFT THE CARGO WITHIN A PERIOD OF 60 DAYS, THE MATERIAL WILL BE AUCTIONED / SOLD BY MMTC AT THE RISK AND COST OF THE BUYER SO AS TO RECOVER THE OUTSTANDING AMOUNT / LOSSES DUE TO MMTC.</p> <p>(III) BIDDERS WHO HAVE PENDING DELIVERY FOR EXPORT ARE NOT ELIGIBLE TO PARTICIPATE..</p> <p>(IV) FOR NEW BUYERS, MMTC SHALL OBTAIN BIDDER PROFILE (NAME ADDRESS CONTACT DETAILS.</p> <p>(V) UNDER TAKING STATING THAT THE BUSINESS DEALING HAVE NOT BEEN BANNED OR SUSPENDED BY THE MINISTRY OF COMMERCE (MOC) GOVERNMENT OF INDIA OR ANY PSU UNDER MOC.</p>

	(VI) IN CASE THE CONTRACT IS AWARDED FOR A SPECIFIC COUNTRY/REGION, THE AWARDED MATERIAL MUST BE TAKEN ONLY TO THE COUNTRY/REGION SPECIFIED IN THE CONTRACT, I.E., NEPAL. IF THE MATERIAL IS DIVERTED BY THE BUYER TO ANY COUNTRY/REGION OTHER THAN THAT SPECIFIED IN THE CONTRACT, MMTC MAY SUSPEND BUSINESS WITH THE BUYER FOR ONE YEAR.
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**BIDDER SHALL SUBMIT THE FOLLOWING SUPPORTING DOCUMENTS”**

- BIDDER SHALL ENCLOSE AN **AUDITOR’S CERTIFICATE** INDICATING (I) ANNUAL TURNOVER (II) NETWORTH AS ON LAST ANNUAL BALANCE SHEET AND (III) PAST EXPERIENCE. PLEASE ENCLOSE ANNUAL FINANCIAL STATEMENT ALSO.
- BIDDER SHALL ENCLOSE A **CREDIT RATING REPORT** FROM ANY ONE OF THE FOLLOWING AGENCIES: (D&B, S&P, MOODY’S, ICRA, CRISIL, CARE). CREDIT RATING REPORT SHOULD BE ISSUED ON OR AFTER **31<sup>ST</sup> MARCH 2018**
- BIDDER SHALL ENCLOSE A **BANK REFERENCE REPORT** ISSUED ON OR AFTER **31<sup>ST</sup> MARCH 2018**.
- BIDDERS WHO HAVE ALREADY SUBMITTED COPIES OF SUPPORTING DOCUMENTS IN EARLIER TENDER (DOCUMENT NOT OLDER THAN ONE YEAR) NAMELY, AUDITOR’S CERTIFICATE, ANNUAL FINANCIAL STATEMENT, AND NETWORTH, CREDIT RATING REPORT, PAST EXPERIENCE AND BANK REFERENCE REPORT NEED NOT SUBMIT AGAIN. *MTPL, SINGAPORE A 100% SUBSIDIARY OF MMTC WILL BE EXEMPTED FROM SUBMISSION OF THE ABOVE.*

*IN CASE BIDDERS ARE NOT ABLE TO SUBMIT THE CREDENTIAL REPORT ALONG WITH TENDER DOCUMENTS, BIDDER SHALL SUBMIT AN UNDERTAKING TO THE EFFECT THAT THE REQUISITE DOCUMENTS WILL BE SUBMITTED AT THE EARLIEST.*

**SPECIAL TERMS & CONDITIONS IF PRICE BID SUBMITTED IN ELECTRONIC MODE.**

- E-TENDER IS AVAILABLE ON MMTC E-PROCUREMENT WEBSITE **URL:- [HTTPS://MMTC.ABCPROCURE.COM/](https://mmtc.abcprocure.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.ABCPROCURE.COM/EPROC](https://mmtc.abcprocure.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.ABCPROCURE.COM/EPROC](https://mmtc.abcprocure.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. MINIMUM TIME TO PROCURE DSC IS 3 WORKING DAYS.

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

Vendor’s Queries	Contact Numbers	e-Mail ID
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.AbhijeetGoware</b> (Dedicated Helpdesk for MMTC)	+91 9265562826	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>
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	

- THE BIDDER SHALL HAVE VALID CLASS-III DIGITAL SIGNATURE CERTIFICATE (DSC) (WITH SIGNING AND ENCRYPTION) ISSUED FROM LICENCED CERTIFYING AUTHORITIES OPERATING UNDER ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) IN INDIA. THE DETAILS OF THE LICENSED CA’S ARE AVAILABLE ON [WWW.CCA.GOV.IN](http://WWW.CCA.GOV.IN) WHEREIN DETAILS HAVE BEEN MENTIONED.

- 4 THE BIDDERS SHALL BE ASKED TO REGISTER ON THE E-PORTAL SO AS TO HAVE A VALID USER ID FOR ACCESSING E-TENDERING/ E-AUCTION PORTAL OF MMTC.
- 5 FOR MINIMUM SYSTEM REQUIREMENTS CLIENTS/BIDDERS SHOULD BE ASKED TO REFER TO HOME PAGE OF THE URL [HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcpocure.com) UNDER TAB DOWNLOAD/ MINIMUM SYSTEM REQUIREMENTS- V2.0
- 6 INTERNET CONNECTIVITY AND OTHER PARAPHERNALIA REQUIREMENTS SHALL HAVE TO BE ENSURED BY BIDDERS THEMSELVES. IN ORDER TO WARD-OFF SUCH CONTINGENT SITUATION LIKE INTERNET CONNECTIVITY FAILURE, POWER FAILURE ETC., BIDDERS ARE REQUESTED TO MAKE ALL THE NECESSARY ARRANGEMENTS / ALTERNATIVES WHATEVER REQUIRED SO THAT THEY ARE ABLE TO CIRCUMVENT SUCH SITUATION AND STILL BE ABLE TO PARTICIPATE IN THE E-TENDER/ E-AUCTION SUCCESSFULLY. HOWEVER, THE BIDDERS ARE REQUESTED NOT TO WAIT TILL THE LAST MOMENT TO QUOTE THEIR BIDS TO AVOID ANY SUCH COMPLEX SITUATIONS. IT IS TO BE NOTED THAT EITHER MMTC LIMITED OR MMTC LIMITED'S SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR THESE UNFORESEEN CIRCUMSTANCES.
- 7 BIDDERS SHALL BE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT ON SUBMISSION OF BIDS.
- 8 BG AS EARNEST MONEY IN PHYSICAL FORM SHOULD REACH US ON OR BEFORE CLOSING DATE AND TIME OF TENDER.

**BIDDERS SHALL SUBMIT THEIR OFFERS SEPARATELY IN TWO-BID FORMAT:**

**PART- A: TECHNICAL BID (IN ELECTRONIC OR PHYSICAL MODE):**

THE DOCUMENTS TO BE ENCLOSED WITH PHYSICAL BID ARE AS FOLLOWS AND ARE REQUIRED TO BE SUBMITTED PHYSICALLY IN SEALED ENVELOPES TO BE DROPPED IN TENDER BOX, BY DUE DATE & TIME SO AS TO REACH GENERAL MANAGER, STEEL DIVISION, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003.

- I. PROFILE OF THE COMPANY, VIZ. PUBLIC LTD./ PRIVATE LTD./ PARTNERSHIP / PROPRIETARY CONCERN WITH DETAILS OF CONTACT PERSON, PHONE, FAX, E-MAIL ADDRESS, ETC.
- II. BANK GUARANTEE AS PER FORMAT OR DD PAYABLE TO MMTC LIMITED, NEW DELHI. BG HAS TO BE COLLECTED BY THE BUYER FROM THE BANK AND SUBMITTED. SWIFT MESSAGES WILL NOT BE ACCEPTED.
- III. MMTC TENDER DULY SIGNED IN ORIGINAL AND STAMPED ON ALL PAGES OF THE NIT CONFIRMING THAT THE BID IS STRICTLY AS PER TERMS OF TENDER ENQUIRY AND ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE TENDER. SCANNED COPY WILL NOT BE ACCEPTED. AUTHORITY LETTER AS PER ANNEXURE – II (IF APPLICABLE )

**PART-B: PRICE BID: IN ELECTRONIC OR PHYSICAL MODE:**

**ELECTRONIC MODE**

AS PER ANNEXURE-VI, TO BE SUBMITTED ELECTRONICALLY (AS DETAILED ABOVE).

**PHYSICAL MODE**

IN CASE, THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC MODE. THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE AS PER ANNEXURE-VI IN ANOTHER SEALED COVER SUPERSCRIBING "PRICE BID" ADDRESSED TO GENERAL MANAGER, STEEL DIVISION, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003. BOTH TECHNICAL & PRICE BIDS IN SEPARATE ENVELOPES TO BE PUT IN ANOTHER ENVELOPE SUPERSCRIBED TENDER NO. [MMTC/STEEL/BILLETS/EXP/TENDER/2018-19/01 DATED 1<sup>ST</sup> FEBRUARY 2019](#). ALL THE PAPERS SHOULD BE PAGE NUMBERED AND PROPERLY STAPLED.

THE TECHNICAL BIDS WILL BE OPENED AS PER DUE DATE. AFTER SCRUTINY OF TECHNICAL BIDS, THE PRICE BIDS OF ONLY THOSE BIDDERS WHO'S 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. PRICE BID OF ONLY THOSE BIDDERS, WHO QUALIFY IN TECHNICAL BID, SHALL BE CONSIDERED FOR EVALUATION. PRICE BIDS OF SUCCESSFUL BIDDER (TECHNICAL) WILL BE OPENED AS PER DUE DATE. ANY BIDDER WILLING TO PARTICIPATE IN THE TENDER OPENING PROCESS, MAY ATTEND DIRECTLY OR DEPUTE THEIR REPRESENTATIVE THROUGH PROPER AUTHORISATION ON THEIR LETTER HEAD WITH SIGNATURES IN ORIGINAL CLEARLY STATING THE NAME OF FIRM, PERSON, DESIGNATION AND HIS SIGNATURES (AS PER ANNEXURE - II).

EMD OF THE UNSUCCESSFUL BIDDER WILL BE RETURNED BACK AND FOR THE SUCCESSFUL BIDDERS IT WILL BE RETAINED AND RETURNED AFTER SUCCESSFUL COMPLETION OF THE CONTRACT.

**GENERAL MANAGER (STEEL)**

**TERMS AND CONDITIONS FOR AGREEMENT FOR SALE BY MMTC FOR EXPORT OF STEEL BILLETS ON EX-WORKS (EXW) NEELACHAL ISPAT NIGAM LIMITED, INDIA BASIS**

- 1.0 MMTC Ltd, a Company incorporated in India under the Companies Act 1956 having its registered Office at Scope Complex, Core 1, 7-Institutional Area, New Delhi herein after referred to as "SELLER" (which term or expression unless excluded by or repugnant to the context shall include its successor and permitted assignee) is the SELLER.
- 1.1 The SELLER is an independent legal entity with power and authority to enter into contracts solely on its own behalf under applicable Laws of India and general principles of contract Laws. Government of India is not a party to any agreement as per these terms and conditions and is not and shall not be liable for any acts, omissions, commissions breaches or other wrongs arising out of any agreement as per these terms and conditions and the BUYER shall waive, release and forego any and all actions for claims including loss claims, impleads claims or counter claims against Government of India arising out of this contract and shall not sue the Government of India as to any manner, cause of action or thing whatsoever arising of or under this agreement.
- 2.0 The Person/Company/Firm identified as BUYER in the agreement including his/its successor/ permitted assignee shall be herein after referred to as "BUYER".
- 2.1 The obligations in the agreement are between BUYER and SELLER and unless otherwise agreed any BUYER's representative in India is not liable or obliged by/to SELLER under any agreement as per these terms and conditions except that any communication to/ from such representative shall be deemed to be to/ from BUYER.
- 3.0 PRICE BASIS:**
- 3.1 UNLESS OTHERWISE AGREED, PRICE OF THE MATERIAL SHALL BE EXW (EX-WORKS), AT NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA INDIA BASIS.
- 3.2 SELLER shall under no circumstances be liable for any costs/ charges/ liabilities/ insurance/ freight/ taxes or duties/ levies/ fees whatsoever nature, including by reason of importation of the material in the country of import, arising subsequent to the delivery of the materials as per the agreement on the basis of EXW (Ex-Works).
- 3.3 Insurance to be covered by the BUYER.
- 4.0 MATERIAL & QUANTITY:**
- Subject to these terms and conditions (and expressly agreed deviations/ deletions/ additions if any), the SELLER is obliged to sell material of technical specifications as agreed and the BUYER is obliged to buy the same.
- a. In case of Road Dispatches the BUYER shall arrange at his own cost and expense to provide materials including dunnaging required for loading and securing of the material on the trucks/trailors nominated by BUYER and accepted by SELLER for delivery. Labour charges involved in the work of loading of the materials shall be borne by SELLER.

- b. In case of Rail dispatches, SELLER will be engaging Railways on behalf of the BUYER for providing Rakes/wagons and loading of the contracted material. Authorization for the same by the BUYER to the SELLER will be deemed to have been provided on signing of the contract and release of Railway Freight Advance by the BUYER to the SELLER. Labour charges involved in the work of loading of the materials shall be borne by SELLER. However, Undercharges/Under loading charges, if any will be borne by the BUYER.

SELLER shall under no circumstances be liable for any costs / charges / liabilities/insurance/freight/taxes or duties/levies/fees whatsoever nature, including by reason of importation of the material in the country of import, arising subsequent to the delivery of the materials as per the agreement on the basis of Ex-Works, NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA, India.

## **5.0 WEIGHMENT:**

5.0 SELLER shall invoice on the basis of actual net weight. The weight (quantity) recorded at the SELLER's weighbridge is final and shortage claims if any will not be entertained. BUYER or their authorized representative, May if so desired, witness the loading as well as Weighment of the material. In addition to the above, for dispatches by RAIL, the BUYER is also advised to take up with Railways in their own interest if any shortages are suspected to have the wagons reweighed and contents checked immediately on arrival at destination Railway Siding, before taking delivery of the material. SELLER will not be responsible for any loss or shortages on arrival and BUYER may take up such issues with the Railways only. Any charges raised by Railways on this account shall be borne by the BUYER.

5.1 The cost of inspection by the independent inspection agency appointed by the SELLER, shall be borne by the SELLER. The inspection certificate issued by them shall certify, inter-alia, that the materials were inspected at the loading port prior to loading and that the marking were as per requirements of the Agreement between the SELLER and the BUYER.

## **6.0 DELIVERY/ SHIPMENT:**

**6.1 IN CASE OF ROAD DISPATCHES:** THE SELLER SHALL DELIVER THE MATERIALS FREE ON TRUCKS/TRAILERS NOMINATED BY BUYER AND ACCEPTED BY THE SELLER AT NINL SIDING, INDIA. THE BUYER SHALL ARRANGE AT HIS OWN COST AND EXPENSE TO PROVIDE MATERIALS INCLUDING DUNNAGING REQUIRED FOR LOADING AND SECURING OF THE MATERIAL ON THE TRUCKS/TRAILORS NOMINATED BY BUYER AND ACCEPTED BY SELLER FOR DELIVERY AS PER CLAUSE 5, HEREIN BELOW. LABOUR CHARGES INVOLVED IN THE WORK OF LOADING OF THE MATERIALS SHALL BE BORNE BY SELLER.

**6.2 IN CASE OF RAIL DISPATCHES:** MATERIALS SHALL BE DELIVERED BY THE SELLER, FREE ON RAKES, AT NINL SIDING, INDIA. SELLER WILL NOT BE RESPONSIBLE FOR ANY DELAY IN PLACEMENT OF RAKES BY RAILWAYS; TRANSIT DELAYS IF ANY DUE TO ANY REASONS AND MISSING/NON DELIVERY OF WAGONS FOR DISPATCH OF MATERIAL. SELLER WILL BE ENGAGING RAILWAYS ON BEHALF OF THE BUYER FOR PROVIDING RAKES/WAGONS AND LOADING OF THE CONTRACTED MATERIAL. AUTHORIZATION FOR THE SAME BY THE BUYER TO THE SELLER WILL BE DEEMED TO HAVE BEEN PROVIDED ON SIGNING OF THE CONTRACT AND RELEASE OF RAILWAY FREIGHT ADVANCE BY THE BUYER TO THE SELLER. LABOUR CHARGES INVOLVED IN THE WORK OF LOADING OF THE MATERIALS SHALL BE BORNE BY SELLER. HOWEVER, UNDERCHARGES/UNDER LOADING CHARGES, IF ANY WILL BE BORNE BY THE BUYER.

SELLER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY COSTS / CHARGES / LIABILITIES/INSURANCE/FREIGHT/TAXES OR DUTIES/LEVIES/FEES WHATSOEVER NATURE, INCLUDING BY REASON OF IMPORTATION OF THE MATERIAL IN THE COUNTRY OF IMPORT, ARISING SUBSEQUENT TO THE DELIVERY OF THE MATERIALS AS PER THE AGREEMENT ON THE BASIS OF EX-WORKS NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA INDIA .



## 7.0 **TERMS OF PAYMENT:**

A. Unless agreed otherwise, financial arrangements shall be made within **Ten (10) working Days** (Excluding Saturdays, Sundays) from the date of sale confirmation by the SELLER, in USD by the BUYER in favour of SELLER by means of a confirmed irrevocable without recourse to the drawer's Letter of Credit (LC) payable on presentation of documents to the negotiating bank with **TT reimbursement clause and red clause**, governed by Uniform Customs and Practices for Documentary Credits (as applicable on date of opening of LC conforming to SELLER'S standard format), representing the value of the contract quantity of the materials with positive tolerance, on the basis of EX-WORKS NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA INDIA, established through any of the top 50 banks (latest ranking by bankersalmanac.com link <http://www.bankersacuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks bank in favour of MMTC Ltd, Bhubaneswar, India. The LC shall be advised through State Bank Of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar 751 009 (INDIA) SWIFT SBININ BB 119, TELEX No. 06756209 SBI BIN, Fax No. 91-0674-2530803 as per the negotiating documents negotiable at the counters of any branch or any bank of India.

OR

B. Unless agreed otherwise, financial arrangements shall be made within Ten (10) working Days (Excluding Saturdays, Sundays) from the date of sale confirmation by the SELLER, in USD by the BUYER in favour of SELLER by means of a confirmed irrevocable without recourse to the drawer's Letter of Credit (LC) payable on presentation of documents to the negotiating bank with **TT reimbursement (within three working days) clause**, governed by Uniform Customs and Practices for Documentary Credits (as applicable on date of opening of LC conforming to SELLER'S standard format), representing the value of the contract quantity of the materials with positive tolerance, on the basis of EX-WORKS NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA INDIA, established through **1<sup>st</sup> class International bank** in favour of MMTC Ltd, Bhubaneswar, India. The LC shall be advised through State Bank Of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar 751 009 (INDIA) SWIFT SBININ BB 119, TELEX No. 06756209 SBI BIN, Fax No. 91-0674-2530803 as per the negotiating documents negotiable at the State Bank Of India, Commercial Branch, Ashok Nagar, Bhubaneswar. ***LC confirmation charges of State Bank of India, Bhubaneswar will be to the account of applicant.***

Opening of valid workable LC within stipulated time is an essential condition. Sellers are at liberty to terminate the contract and claim damages/ losses in case of such failure of buyer for breach of above essential conditions. "In addition to forfeiture of earnest money deposit (EMD) and performance guarantee bidder will be blacklisted for a period of two years."

## 8.0 **FOR FREIGHT IN CASE OF RAIL DISPATCHES:**

In addition to opening of the LC towards material value as above, BUYER has to arrange the payment towards Railway Freight in Indian Rupee, in advance, outside the LC. Payment towards Railway Freight is required to be transmitted by the BUYER as per the schedule communicated by the SELLER, through RTGS/NEFT to the SELLER's account NO.: 10229909115 RTGS CODE: SBIN0006657 State Bank Of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar 751 009 (INDIA).

**Note:** Unless financial arrangement towards Railway Freight (for Rail dispatches) and Material Value as above or otherwise as agreed by SELLER is made by the BUYER, the SELLER is not obliged to confirm delivery.



## 9.0 PAYMENT AGAINST LC

The LC shall be available for payment of 100% of value of invoice (less if any advance is already paid by the BUYER), covering the material shipped against presentation of the SELLER drafts drawn at sight accompanied by following Bank documents.

- a) Copy of Road Consignment Note (RCN) and/or Copy of Railway Receipt (RR) [as applicable].
- b) SELLER's Packing list.
- c) SELLER's signed Commercial Invoice.
- d) SELLER's Certificate of Origin.
- e) Copy of Tax Invoice showing Zero Integrated Goods and Service Tax (IGST FREE) mentioning Letter of Undertaking (LUT) / Bond No. and quoting the Documentary Credit Number and its date. In case of non-submission of this document payment shall be made in equivalent Indian Currency only without any argument.

Note: One copy each alongwith ORIGINALS of the aforesaid documents shall be dispatched by the SELLER to the BUYER by Courier/Email or through any other mode within 7 working days from the RCN date/RR Date. However, SELLER shall not be liable for any demurrage and wharfage or other charges or expenses which may accrue as a result of delay in receipt of RRs by the BUYER.

- I. In case the LC opening bank does not pay the due amount as per the LC within specified time in the LC to the beneficiary's bank in India, the BUYER shall be liable to the SELLER for payment of interest charged by the negotiating bank for the delay in such remittances.
- II. The LC should provide for shipment of materials with quantity tolerance herein above or as otherwise agreed. It should be valid from date of opening upto date of shipment as per the agreement and 21 days beyond that for negotiations of documents.
- III. All Bank and other charges incurred outside the territory of India shall be borne and paid for by the BUYER. All Bank and other charges incurred inside the territory of India including LC confirmation charges, shall be borne and paid for by the SELLER.
- IV. Weight mentioned in RR may differ with the weight mentioned in the TAX Invoice. However, TAX Invoice/ Commercial Invoice Quantity shall be considered for negotiation.
- V. Discrepancy charges if any will be borne by the BUYER.
- VI. The financial arrangement required to be made by the BUYER shall be deemed to be made only on receipt of LC in the required format (alongwith amendments required if any) and advance Railway Freight in case of Rail dispatches, at the bank as specified above, unless agreed otherwise. In case the financial arrangement is not made by the BUYER within the agreed time, the SELLER may forfeit the Security Deposit submitted to the SELLER.
- VII. The LC shall also be available for payment against 100% of Invoice value.
- VIII. In case the LC opening bank does not pay the due amount as per the LC within specified time in the LC to the beneficiary's bank in India, the BUYER shall be liable to the SELLER for payment of interest charged by, the negotiating bank for the delay in such remittances.
- IX. The LC shall specifically provide that Bill(s) of Lading and Pre-shipment Inspection Certificate with remarks such as: Atmospheric/surface/superficial rust/edge rust, unprotected cargo, stored in open area prior to loading, rust stained/partly rust stained shall be acceptable for negotiation.
- X. The LC should provide for shipment of materials with quantity tolerance as specified above or as otherwise agreed. It should be valid from date of opening up to date of shipment as per the agreement and up to actual date of completion of shipment and 21 days beyond that for negotiations of documents.
- XI. All Bank and other charges incurred outside the territory of India shall be borne and paid for by the BUYER.
- XII. The financial arrangement, required to be made by the BUYER, shall be deemed to be made only on receipt of L/C at the bank as specified in clause 7 above unless agreed otherwise. In case the BUYER does not make the financial arrangement within the agreed time, the SELLER may forfeit the EMD if any with the SELLER.

**10.0 RISK AND TITLE:**

The risk with respect to each shipment, shall pass from the SELLER to the BUYER as soon as the materials cross the Plant premises at NEELACHAL ISPAT NIGAM LIMITED, DUBURI, ODISHA India and the title to the materials shall pass from the SELLER to the BUYER only after the SELLER has negotiated the documents and has received payment of the full invoice value of the materials shipped from the negotiating bank.

**11.0 RIGHT OF TRANSFER:**

Neither the BUYER nor the SELLER shall be entitled to assign or transfer contract resulting from this Agreement except to its successor or to the transferee of all or substantially all of its assets, and in the case of any such assignment or transfer, the contract shall be binding upon and shall insure to the benefit of such successor or transferee.

**12.0 FORCE MAJEURE:**

If the SELLER and/or the BUYER are prevented from discharging its or their obligation under this agreement by reasons of arrests or restraints under rules of Government, War, Blockade, Revolution, Insurrection, immobilization, Strikes, Riots, Civil Commotions, Lockouts, Accidents, Acts of God, plague, or other epidemics, destruction of the materials by fire or flood or other natural calamity or on account of any other cause interfering with the production and/or delivery of the materials as herein above contemplated, the time for delivery shall be postponed by the time or time during which production and/or delivery is prevented by any such causes as herein above mentioned, provided that in the event of such delay exceeding ninety days, the party other than the party which invokes the force majeure may at their option, cancel this agreement by Notice in-writing to the other party in respect of the undelivered quantity of the materials without, however, any right against or being responsible to the other party for such cancellation. The party invoking force-majeure shall within 15 days of the occurrence of force-majeure causes, put the other party on notice supported by a certificate from the Chamber of Commerce or concerned governmental authority and shall likewise intimate the cessation of such causes. If the force-majeure condition continues beyond a period of six months the SELLER or the BUYER may at his option cancel this agreement by notice in writing to other party in respect of the undelivered quantity of the materials without, however, any right against or being responsible to the other party for such cancellation.

**13.0 LEGAL INTERPRETATION:**

The contract of sale and purchase and these terms and conditions shall be governed interpreted and construed in accordance with the Laws of India for the time being in force. For all commercial terms and abbreviations used hereunder, which have not been otherwise defined, the rules of INCOTERMS latest revision, shall be applied.

**14.0 SETTLEMENT OF DISPUTES:**

Any dispute or difference 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 of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The venue of Arbitration proceedings shall be New Delhi.

**15.0 JURISDICTION OF COURTS:**

All disputes shall be subject to the jurisdiction of the competent courts of New Delhi, India.

**16.0 IMPORT/EXPORT LICENSE:**

It shall be the responsibility of the SELLER to arrange export license, if any, required and it shall be the responsibility of the BUYER to arrange for the import license, if required, in the country into which the material are intended to be imported.

## 17.0 **FRAUD PREVENTION**

1. Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(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.gov.in>(<http://mmtclimited.gov.in/>))during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
  - (a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees 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)/Vendor(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)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
  - (e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(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), before award or during execution has committed a transgression through a violation of this Clause , above or “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)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(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 this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## 18.0 **HOLIDAY LISTING:**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

**19.0 MODIFICATIONS/WAIVERS:**

No change in respect of these terms and conditions are valid unless both the parties agree the same to in writing. All previous negotiations/ understandings between parties are cancelled while entering into an agreement as per these terms and conditions. Failure to enforce any conditions hereunder contained shall neither be deemed as waiver of the conditions itself nor authorize any subsequent breach thereof.

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**ANNEXURE - II**

**FORMAT FOR AUTHORISATION LETTER TO BE SUBMITTED BY THE PRINCIPALS ON LETTER HEAD**

Ref: MMTC/  
To,

DATE:

General Manager (Steel)  
MMTC Limited,  
New Delhi  
Dear Sir,

**Sub: Authorization to Agent for submission / 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 appoint / authorize M/s \_\_\_\_\_ (name & Address), as an Agency on behalf of us to quote/submit/participate in the above referred tender bearing No. \_\_\_\_\_ Dated \_\_\_\_\_.

Further, our agent will enter/ sign the contract with MMTC on acceptance of our e-tender.

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

Thanking you.

Yours faithfully,

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

Signature of Authorized person

(M/s. \_\_\_\_\_ )

**DRAFT FORMAT FOR LETTER OF CREDIT**

FROM: ----- (NAME & ADDRESS OF THE LC OPENING BANK)

TO: SBI COMMERCIAL BRANCH  
IDCOL HOUSE, ASHOK NAGAR,  
BHUBANESWAR-751009, INDIA  
SWIFT: SBININBB119  
TELEX: 6756209SBUBIN  
FAX: 00-91-674-2530803

**A/C NO: MMTC LIMITED, BHUBANESWAR 01602050148** OR-----

LC APPLICANT: (NAME & ADDRESS OF THE LC OPENER)

BENEFICIARY: MMTC LIMITED, ALOK BHARATI COMPLEX, 7<sup>TH</sup> FLOOR, SHAHID NAGAR, BHUBANESWAR-751007

WE HAVE OPENED OUR IRREVOCABLE WITHOUT RECOURSE TO DRAWER LETTER OF CREDIT NO..... DATED.....FOR THE SUM NOT EXCEEDING US\$..... (US DOLLAR.....) PAYABLE AT SIGHT AT THE COUNTERS OF THE NEGOTIATING BANK IN BHUBANESWAR AGAINST PRESENTATION OF BENEFICIARY'S DRAFT DRAWN ON OURSELVES FOR 100 PERCENT VALUE OF INVOICE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. COMMERCIAL INVOICE - ONE ORIGINAL PLUS TWO SIGNED COPIES COVERING MATERIALS SHIPPED.
2. FULL SET 3/3 ORIGINAL ON \_\_\_\_\_ TO ORDER OF THE BENEFICIARY AND BLANK ENDORSED MARKED "FREIGHT TO PAY" OR FREIGHT PAYABLE AS PER CHARTER PARTY" EVIDENCING SHIPMENT FROM Railway Siding of Neelachal Ispat Nigam Limited, Duburi (Siding Code-NINS), Sukinda Road Railway Station, Distt. Jajpur, Odisha INDIA TO.....NOTIFYING.....
3. WORKS TEST CERTIFICATE ISSUED BY THE BENEFICIARY - IN DUPLICATE.
4. INSPECTION CERTIFICATE ISSUED BY INDEPENDENT INSPECTION AGENCY APPOINTED BY THE SELLER, CERTIFYING QUANTITY AND QUALITY OF THE MATERIALS SHIPPED - IN DUPLICATE.
5. PACKING LIST - IN DUPLICATE.
6. CERTIFICATE OF ORIGIN ISSUED BY, THE \_\_\_\_\_ CHAMBER OF COMMERCE & INDUSTRY, \_\_\_\_\_ OR, THE BENEFICIARY, - IN DUPLICATE.
7. COPY OF CABLE OR TELEX OR FAX ISSUED BY BENEFICIARY TO THE LC APPLICANT (TELEX NO.) AND/OR (FAX NO.) WITHIN 3 WORKING DAYS AFTER THE ON-BOARD BILL OF LADING DATE ADVISING THE NAME OF THE VESSEL, B/LADING NUMBER, DATE AND QUANTITY LOADED.

DESCRIPTION OF THE MATERIALS, QUALITY, PACKING & MARKING

QUANTITY:

UNIT PRICE: USD\_\_\_PMT EX-WORKS NEELACHAL ISPAT NIGAM LIMITED, DUBURI (SIDING CODE-NINS), SUKINDA ROAD RAILWAY STATION, DISTT. JAJPUR, ODISHA

SHIPMENT FROM: RAILWAY SIDING OF NEELACHAL ISPAT NIGAM LIMITED, DUBURI (SIDING CODE-NINS), SUKINDA ROAD RAILWAY STATION, DISTT. JAJPUR, ODISHA

SHIPMENT TO: \_\_\_\_\_

LATEST SHIPMENT DATE: \_\_\_\_\_

L/C EXPIRY DATE: \_\_\_\_\_

PLACE OF LC EXPIRY: INDIA

PARTIAL SHIPMENTS: PERMIT

CONFIRMATION : MAY ADD.



**SPECIAL CONDITIONS:**

1. FREIGHT SHALL BE SETTLED BY THE LC APPLICANT OUTSIDE TRANSHIPMENT: PROHIBITED OF THIS LETTER OF CREDIT.
2. INSURANCE, IF REQUIRED, TO BE COVERED BY THE LC APPLICANT.
3. ALL BANK CHARGES INCLUDING OPENING OF LETTER OF CREDIT INCURRED OUTSIDE INDIA SHALL BE BORNE AND PAID FOR BY THE LC APPLICANT. ALL BANK CHARGES INCURRED IN INDIA SHALL BE BORNE AND PAID FOR BY THE BENEFICIARY.
4. IN THE EVENT OF (A) THE FAILURE OF THE LC APPLICANT TO LEFT THE MATERIAL WITHIN AGREED TIME WITHIN 15 DAYS OF SELLERS NOTICE OF READINESS (HEREINAFTER REFERRED TO AS N/R) OF CARGO OR OTHERWISE AGREED BY THE SELLER OR WITHIN FIFTEEN DAYS OF N/R OF CARGO WHICHEVER IS EARLIER BY THE LC APPLICANT WITHIN AGREED TIME LC APPLICANT AND ACCEPTED BY THE BENEFICIARY) AS CERTIFIED BY INDEPENDENT SURVEYORS, THIS CREDIT IS PAYABLE AT SIGHT AT THE COUNTERS OF NEGOTIATING BANK AT BBSR AGAINST PRESENTATION OF BENEFICIARY'S DRAFT DRAWN ON OURSELVES FOR 100 PERCENT VALUE OF INVOICE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:-
  - (A) COMMERCIAL INVOICE - ONE ORIGINAL PLUS TWO SIGNED COPIES.
  - (B) COPY OF BENEFICIARY'S NOTICE OF READINESS OF CARGO - IN DUPLICATE.
  - (C) WORKS TEST CERTIFICATE ISSUED BY THE BENEFICIARY - IN DUPLICATE.
  - (D) CERTIFICATE ISSUED BY INDEPENDENT INSPECTION AGENCY APPOINTED BY THE SELLER CERTIFYING: MATERIALS WERE INSPECTED AT THE STORAGE YARD OF THE BENEFICIARY AT PARADIP PORT, AND, MATERIALS ARE IN GOOD CONDITION AND THE QUANTITY AS PER THE COMMERCIAL INVOICE ARE READY FOR SHIPMENT,
  - (E) BENEFICIARY'S DECLARATION THAT THE LC APPLICANT WITHIN AGREED LAYDAYS BY THE LC APPLICANT AND ACCEPTED BY THE BENEFICIARY FAILED TO LEFT THE MATIRAL EX-WORKS, **INDIA** WITHIN THE AGREED LAYDAYS FOR REASONS OTHER THAN FORCE MAJEURE OR AS CERTIFIED BY THE INDEPENDENT SURVEYORS (COPY OF CERTIFICATE OF SURVEYOR TO BE PRESENTED IN SUCH AN EVENT) AS THE CASE MAY BE.
  - (F) BENEFICIARY'S DECLARATION THAT (1) THE MATERIALS AS MENTIONED IN THE COMMERCIAL INVOICE WILL BE HELD IN CUSTODY BY THE BENEFICIARY AT THE RISK AND RESPONSIBILITY OF THE LC APPLICANT AT THE STORAGE YARD OF THE BENEFICIARY EX-WORKS (2) THE LC APPLICANT FOR TAKING DELIVERY OF THE MATERIALS FOR WHICH PAYMENT HAS BEEN REALISED BY THE BENEFICIARY AS AFORESAID AND SUBJECT TO WITHIN THE AGREED LAYDAYS, THE BENEFICIARY SHALL AT HIS COST DELIVER THE MATERIALS FOR WHICH PAYMENT HAS BEEN REALISED BY THE BENEFICIARY AS AFORESAID.
5. REMARKS SUCH AS "MATERIAL WITH SUPERFICIAL/ SURFACE/ ATMOSPHERIC/EDGE RUST" AND/OR "UNPROTECTED CARGO" AND/OR "STORED IN OPEN AREA PRIOR TO LOADING" AND/OR "RUST STAINED" AND/OR "PARTLY RUST STAINED" APPEARING IN THE INSPECTION CERTIFICATE, AND/OR BILL OF LADING ARE ALSO ACCEPTABLE.
6. THIS LC CAN BE CONFIRMED BY ANY BANK IN INDIA, IF REQUESTED BY THE BENEFICIARY, AND SUCH CONFIRMATION CHARGES ARE TO THE ACCOUNT OF BENEFICIARY.
7. TOLERANCE OF FIVE (+5%) PERCENT ON CREDIT AMOUNT AND QUANTITY +5% AT SELLERS OPTION IS ACCEPTABLE.

8. THIS CREDIT IS AVAILABLE WITH ANY BANK IN INDIA FOR NEGOTIATION AND PAYMENT.
9. THIRD PARTY DOCUMENTS ARE ACCEPTABLE.
10. DOCUMENTS TO BE PRESENTED FOR NEGOTIATION WITHIN 21 DAYS AFTER THE DATE OF ISSUANCE OF SHIPPING DOCUMENTS BUT WITHIN THE VALIDITY OF THIS CREDIT.
11. WE HEREBY AGREE WITH BENEFICIARY AND THE NEGOTIATING BANK THAT ALL DRAFTS DRAWN BY THE BENEFICIARY UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONOURED BY US AS PER REIMBURSEMENT INSTRUCTIONS APPEARING HEREIN BELOW:

**REIMBURSEMENT INSTRUCTIONS:**

UPON PRESENTATION OF DOCUMENTS COMPLYING IN ALL RESPECTS TO LETTER OF CREDIT TERMS (THIS WILL INCLUDE NEGOTIATION OF DOCUMENTS UNDER THE PROVISIONS OF CONDITION NO.4 OF SPECIAL CONDITIONS OF THIS CREDIT IF SUCH AN EVENTUALITY HAS ARISEN) THE NEGOTIATING BANK IS AUTHORISED TO CLAIM ON US BY TESTED SWIFT CERTIFYING THAT ALL TERMS AND CONDITIONS HAVE BEEN COMPLIED WITH AND THAT THE RELATIVE DOCUMENTS HAVE BEEN FORWARDED TO US BY COURIER AND/OR REGISTERED AIRMAIL, WE UNDER TAKE TO REMIT WITHIN TWO WORKING DAYS AFTER RECEIPT BY US OF YOUR TESTED TELEX/SWIFT CLAIM IN US DOLLARS IN ACCORDANCE WITH THE NEGOTIATING BANK'S INSTRUCTIONS. INCASE OF ANY DELAY IN REMITTENCE, INTEREST CHARGED BY NEGOTIATING BANK SHALL BE PAID BY US. THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.600. THIS IS OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION WILL FOLLOW.

**PROFORMA FOR FINANCIAL BANK GUARANTEE FOR EMD**

**(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)**

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

REF No.

MMTC LIMITED,  
Core -1, Scope Complex,  
7, Institutional area,  
Lodhi Road,  
New Delhi-110 003.

**LETTER OF GUARANTEE**

1. WHEREAS, MMTC LIMITED, Core 1 SCOPE Complex, Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids vide Global Tender (hereinafter referred to as Invitation to Bids) for supply of \_\_\_\_\_ MT (UPTO +10% AT SELLER'S OPTION) **MILD STEEL BILLETS**.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to Rs.30,00,000/- in favour of MMTC, New Delhi in the form of a Bank Guarantee of Rs.30,00,000/- with a **MINIMUM validity of 180** (One Hundred eighty) days from the date of submission of bids.
3. AND WHEREAS at the request of M/s. \_\_\_\_\_ (Name & address of the Bidder) we \_\_\_\_\_ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of Rs.30,00,000/- with a **MINIMUM** validity period up to 180(One Hundred eighty)days, i.e. \_\_\_\_\_ expiry date and that the Bidder M/s. \_\_\_\_\_ :-
  - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
  - b) shall in the event of the offer being accepted by MMTC, tenderer will establish a Performance Bank Guarantee in favour of MMTC in the form & value as indicated in the said Invitation to Tender for the contract quantity through a scheduled Commercial Bank (other than Gramin Bank and Co-Operative Bank) at New Delhi, India.
  - c) shall in the event of the offer being accepted by MMTC, tenderer will establish a Letter of Credit in favour of MMTC in the form indicated in the said Invitation to Tender covering full value of the quantity of Pig Iron at the price and on the terms accepted by MMTC.
  - d) shall further arrange to lift the confirmed quantities as per the Letter of Credit by the last date of shipment indicated in the Letter of Credit.
  - e) shall remit the dispatch amounts, storage/ground rent charges payable, if any, within the time specified in the terms and conditions of contract.

4. We \_\_\_\_\_ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of Rs.30,00,000/- This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
5. We \_\_\_\_\_ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to M/s. \_\_\_\_\_ (Bidder) notwithstanding any dispute raised by \_\_\_\_\_ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC, New Delhi across the counter of this bank within five working days of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs.30,00,000/- only.
8. Your demand in writing may be presented to the Bank by courier / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. \_\_\_\_\_ (Bidder).
10. The liability of this bank shall discharge upon receipt of Rs.30,00,000/- by MMTC or on or after validity date.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially up to a period of 180(One Hundred eighty) days and shall expire on \_\_\_\_\_ (Date) and that the same shall be extended further at the request of the bidder, and shall not be amended or withdrawn during its currency without the previous consent of MMTC in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour and the undersigned has full power to execute this Guarantee
14. Notwithstanding anything contained hereinabove
  - a. Our liability under this Bank Guarantee shall not exceed....
  - b. This Bank Guarantee shall be valid upto.....
  - c. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before.....

Signature : \_\_\_\_\_

Name and code : \_\_\_\_\_

Designation: \_\_\_\_\_  
Seal of the Bank : \_\_\_\_\_

**PERFORMANCE BANK GUARANTEE PROFORMA**

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

(On a stamp paper of applicable amount to be executed by a Delhi / New Delhi Branch of a Scheduled Bank other than Gramin Bank or Cooperative Bank)

To

M/s MMTC Limited  
Core 1, SCOPE Complex  
7 Institutional Area  
Lodhi Road  
New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at \_\_\_\_\_ (hereinafter called "the MMTC) have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_ with M/s. \_\_\_\_\_ (name) address \_\_\_\_\_, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US Dollars \_\_\_\_\_.
- 3) AND WHEREAS at the request of the 'XX', we \_\_\_\_\_ Bank, \_\_\_\_\_ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs.30,00,000/- payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, \_\_\_\_\_ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs.30,00,000/- only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank immediately on receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs.30,00,000/- Our Guarantee shall remain in force until \_\_\_\_\_ (date).
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before \_\_\_\_\_ (expiry date).

- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars \_\_\_\_\_ by MMTC or on or after validity date.
- 11) We \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour and the undersigned have full power to execute this Guarantee.
- 14) The bank Guarantee is subject to Uniform Rules for Demand Guarantees 758 (URDG758).
- 15) Notwithstanding anything contained hereinabove
1. Our liability under this Bank Guarantee shall not exceed....
  2. This Bank Guarantee shall be valid upto.....
  3. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before.....

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)



TENDER NO.: MMTC/STEEL/BILLETS/EXP/TENDER/2018-19/01

DATED: 1<sup>ST</sup> FEBRUARY 2019

**PRICE BID**

1.	<b><u>QUANTITY OFFERED</u></b> STEEL BILLETS: IS 2830 (GR-1) FE550D PRODUCED BY NEELACHAL ISPAT NIGAM LIMITED DUBURI, ODISHA INDIA	FIRM QTY.: 5,000 MT(+ 10% AT SELLERS OPTION)
2.	Name of the Bidder	
3.	Address of the Bidder	
4.	<b><u>QUOTED QUANTITY</u></b> 5,000 MT ( UPTO + 10% AT SELLER'S OPTION )	
5.	<b><u>PRICE IN USD PMT</u></b> UNLESS OTHERWISE AGREED, PRICE OF THE MATERIAL SHALL BE FREE ON TRAIN/FREE ON TRUCK, ON EX-WORKS (EXW), NEELACHAL ISPAT NIGAM LIMITED.	:

Validity of price up to 1730 HRS (IST) of 27<sup>th</sup> FEBRUARY 2019 or As per Corrigendum/  
Addendum issued, if any.

\_\_\_\_\_

Signature of the bidder

Name: \_\_\_\_\_

Designation \_\_\_\_\_

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

**ANNEXURE – VII**

**LETTER TO BE SUBMITTED BY THE PRINCIPALS ON LETTER HEAD**

Dated: \_\_\_\_\_ 2019

To,

General Manager (Steel)  
MMTC Limited,  
Corporate Office,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodi Road,  
New Delhi-110 003 (INDIA)

Sub: Undertaking on Credential Report / Auditor's Certificate/ Bank reference report

Dear Sir,

We hereby agree and undertake that we shall submit a **Credential Report / Auditor's Certificate/ Bank reference report** at the earliest.

In case, we fail to submit these documents, MMTC Limited shall be at liberty to invoke / encash EMD and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)

**Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
PAN NO / TAN NO	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation

**INTEGRITY PACT**

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS “MMTC”,

AND

..... HEREINAFTER REFERRED TO AS “THE BUYER/VENDOR/BIDDER”

**PREAMBLE**

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;

WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE GOALS, MMTC MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E- AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

**SECTION 1 – COMMITMENTS OF MMTC**

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

- A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.
- B) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/ SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.
- C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

**SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)**

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND DURING THE CONTRACT EXECUTION.

- A) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF MMTC'S EMPLOYEES INVOLVED IN THE

TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR NON-MATERIAL 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 BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT ENTER WITH OTHER BUYER(S) INTO ANY ILLEGAL 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 BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S) /VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION OR PERSONAL GAIN, OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
  - D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.
  - E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.
2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

### **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.**

IF THE BUYER(S)/VENDOR(S)/BIDDER(S), BEFORE AWARD OF CONTRACT, HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO DISQUALIFY THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR TO TERMINATE THE CONTRACT, IF ALREADY SIGNED, FOR SUCH REASON.

- A) IF THE BUYER(S)/VENDOR(S)/BIDDER(S) HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO ALSO EXCLUDE THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF THE TRANSGRESSION. THE SEVERITY WILL BE DETERMINED BY THE CIRCUMSTANCES OF THE CASE, IN PARTICULAR THE NUMBER OF TRANSGRESSION, THE POSITION OF THE TRANSGRESSORS WITHIN THE COMPANY, HIERARCHY OF THE BUYER AND THE AMOUNT OF THE DAMAGE. THE EXCLUSION WILL BE IMPOSED FOR A MINIMUM OF 6 MONTHS AND MAXIMUM OF 3 YEARS.
- B) IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT HE HAS RESTORED/RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, MMTC MAY AT ITS SOLE DISCRETION REVOKE THE EXCLUSION PREMATURELY.
- C) A TRANSGRESSION IS CONSIDERED TO HAVE OCCURRED IF IN LIGHT OF AVAILABLE EVIDENCE NO REASONABLE DOUBT IS POSSIBLE.

#### **SECTION 4 – COMPENSATION FOR DAMAGES**

1. IF MMTC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MMTC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.
2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.
3. IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF LIQUIDATED DAMAGES, THE BUYER(S) /VENDOR(S)/BIDDER(S) MAY COMPENSATE ONLY THE DAMAGE IN THE AMOUNT PROVED. IF MMTC CAN PROVE THAT THE AMOUNT OF THE DAMAGE CAUSED BY THE DISQUALIFICATION OF THE BUYER(S)/VENDOR(S)/BIDDER(S) BEFORE CONTRACT AWARD OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD IS HIGHER THAN THE AMOUNT OF THE LIQUIDATED DAMAGES, IT IS ENTITLED TO CLAIM COMPENSATION FOR THE HIGHER AMOUNT OF THE DAMAGES.

#### **SECTION 5 – PREVIOUS TRANSGRESSION**

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) TO DECLARE THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 3 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFORMING TO THE ANTI CORRUPTION APPROACH OR WITH ANY OTHER PUBLIC SECTOR ENTERPRISE IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.
2. IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR THE CONTRACT, IF ALREADY AWARDED AND CAN BE TERMINATED FOR SUCH REASON.

#### **SECTION 6 – EQUAL TREATMENT OF ALL BUYER(S) /VENDOR(S)/BIDDER(S)**

1. MMTC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MMTC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/ BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/ VENDOR(S)/ BIDDER(S)**

IF MMTC OBTAINS KNOWLEDGE OF CONDUCT OF BUYER(S)/VENDOR(S)/BIDDER(S) OR OF AN EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF BUYER(S)/VENDOR(S)/BIDDER(S), WHICH CONSTITUTES CORRUPTION, OR IF MMTC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.
2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MMTC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/ PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S) /BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/ VENDOR(S)/ BIDDER(S) WITH CONFIDENTIALITY.
4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.
5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE



CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.

6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.
8. THE WORD "IEM" WOULD INCLUDE BOTH SINGULAR AND PLURAL.

**SECTION 9 – PACT DURATION**

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.
2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

**SECTION 10 – OTHER PROVISIONS**

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTC, I.E. NEW DELHI.
2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.
3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.
4. SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

\_\_\_\_\_

(FOR & ON BEHALF OF MMTC)

(OFFICE SEAL)

\_\_\_\_\_

(FOR & ON BEHALF OF BUYER/ VENDOR/BIDDER)

(OFFICE SEAL)

PLACE : \_\_\_\_\_

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

WITNESS 1 : \_\_\_\_\_

WITNESS 2 : \_\_\_\_\_

NAME : \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS : \_\_\_\_\_

ADDRESS \_\_\_\_\_

## ACCEPTANCE & DECLARATION

DATE:

To,  
**General Manager**  
**M/s. MMTC Limited**  
**R. O. Bhubaneswar**

Dear Sirs,

1. I/We the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online auction catalog for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be by the said terms and conditions and agree to take part in the online for sale of materials by M/s MMTC Limited.
2. I/We further declare that I/We intend to purchase the above-referred material from MMTC for our own this acceptance use/business and that the information revealed by me/us in form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.
3. I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and /or fail to fulfill any/all the terms & conditions of the online catalog and offer letter, the Earnest Money Deposit/SD , are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.
4. The decisions taken by representatives of seller shall be binding on me.
5. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
6. I note with due care that the M/s e-procurement Technologies Limited, shall be making the announcements of correction with the consent and knowledge of the seller and M/s e-procurement Technologies Limited, shall not be liable for these last minute change
7. The undersigned is authorized representative of the company.
8. We have studied the Commercial Terms and conditions governing the E-Auction as mentioned in Tender of MMTC Limited and confirm our agreement to them.
9. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
10. We, hereby confirm that we will honor the Bids placed by us during the auction process.
11. We, hereby confirm that we have changed our password to more than 8 alpha numeric character  
s after first log in to URL:- [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC) and security of the  
passwor  
d will be our responsibility.

12. We have understood the online process & will be responsible for filing bids.

USER ID (if exists) \_\_\_\_\_

Person / concern / firm / company in whose name the material is/are to be purchased

Contact Person(s) : \_\_\_\_\_

Designation : \_\_\_\_\_  
(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address \_\_\_\_\_

GST Registration No. \_\_\_\_\_ PAN NO. \_\_\_\_\_

Fax No: \_\_\_\_\_ Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-Mail \_\_\_\_\_

Are you familiar with online bidding? YES/NO : \_\_\_\_\_

If No, attending a Mock online bidding with prior appointment is Mandatory and in event the Mock online bidding is not attended, NO COMPLAINTS will be entertained.

DD/PO No.	Bank Name	Branch	Dated	EMD Amount

\_\_\_\_\_  
Signature of Authorized Signatory  
with Name and Seal