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No. MMTC/STEEL/NINL/BFG SLAG/PC/2019-20/03

Date : 05.08.2019

## PRICE CIRCULAR

**SUB : SALE OF NINL BFG SLAG FOR A TOTAL QTY. OF APPROX. 74,000 MT (EX-NINL PLANT BASIS) ON 'AS IS WHERE IS & ON NO COMPLAINT BASIS' IN DOMESTIC AND EXPORT MARKET – REG.**

1. THE SPECIFICATION & EX-PLANT PRICE OF NINL BFG SLAG HAVE BEEN FIXED AS FOLLOWS :

A. Specifications of BFG SLAG, NINL (74,000 MT APPROX. = 20 Rakes) :

SiO <sub>2</sub>	Al <sub>2</sub> O <sub>3</sub>	CaO	MgO	FeO	MnO	S	Na <sub>2</sub> O + K <sub>2</sub> O	Basicity	Moisture Content	Sieve Analysis (-3mm)	BD (t/m <sup>3</sup> )
30-33%	18-22%	30 -33%	8 -10%	0.3 -0.8%	0.3 -1%	0.7 -1.2%	0.5 -1.3%	0.98 -1.05	8-15%	90%	0.9 -0.92

B. Price of BFG Slag :

S. No.	Quantity (MT)	Price INR (Rs./PMT) Ex-Plant	Payment/Booking
1	1 Rake	@ Rs.400/-	100% advance for first Rake alongwith freight + 25% advance for balance rake quantity.

**NOTE : One Rake = 3700 MT (approx.). Please also note that maximum booking allowed per participant shall be restricted upto 3 (Three) Rakes in Domestic Market and 2 (Two) Rakes only in case of Export Market.**

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**C. Quantity available for Sale :**

<b>S. No.</b>	<b>Total Quantity offered for sale through</b>	<b>Quantity (MT)</b>	<b>Price INR (Rs./PMT) Ex-Plant</b>	<b>Remarks</b>
A	<b>Domestic Market</b>	12 Rakes	@ Rs.400/-	100% advance for first Rake alongwith freight + 25% advance for balance Rake quantity.
B	<b>Export Market</b>	8 Rakes	@ Rs.400/-	100% advance for first Rake alongwith Railway freight plus Rs.2.5 lakh per rake as EMD/SD plus 25% for the second rake shall be received from the Buyer/Importer. One indent for each importer will be registered on the basis of the first come first serve on receipt of 100% advance payment in MMTC account during first phase. After getting 75% for the second rake the Railway indent will be registered for the parties on first come first serve basis on receipt of payment in second phase. <b>The dispatch of Second Rake of BFG Slag shall be undertaken for each participant after completion of First Rake of all the successful bidders to have equal opportunity to all participants.</b>

**If delivery is through railway rake: Invoicing by NINL will be done on actual weight of the wagons. However, freight will be charged as per RR on tare basis of wagons.**

**TERMS AND CONDITIONS**

1. Delivery allowed by Rakes only. Railway freight has to be paid separately to MMTC BBSR.
2. The cargo shall be delivered on to the Rakes on Ex-Plant (NINL) basis through Indian Railway rakes (one rake = 3700 MTs approx.).The bidder shall also make efforts for placement of rake for movement of the material. The tender quantity may vary to the extent of (+/- ) 10%.
3. If delivery through railway rakes: invoicing on actual weight of the material. However, freight will be charged as per RR on chargeable weight basis.

4. The above prices are exclusive of any kind of statutory duties, GST, freight and etc. and the same shall be paid by the buyer alongwith the cost of material at the time of making 100% payment i.e. within the validity of this Price Circular.
5. **For Export purpose, Proforma Invoice (PI) may be raised taking all actual costs upto FOB point ( Indo-Nepal/Bangladesh/Bhutan border)**
6. Quantities will be sold subject to re-confirmation by MMTC.
7. Payment can be deposited by the buyer at MMTC's Regional Office, Bhubaneswar or Kolkata as mentioned below. The payment to include 100% value of material + GST and freight as and wherever applicable.

<b>R.N. Marndi</b> General Manager MMTC Limited, Regional Office : Bhubaneswar Alok Bharati Complex, Sahid Nagar,Bhubaneswar-751007 Tele : 0674-2544783/Cell : 09437019341 E-mail : <a href="mailto:rnm@mmtclimited.com">rnm@mmtclimited.com</a>	<b>A. Hembram</b> General Manager MMTC Limited, Regional Office : Kolkata NIC Building, 4 <sup>th</sup> Floor, 8, India Exchange Place, Kolkata - 700-001, West Bengal Tele : 033-22546003/ 9830155721 E-mail : <a href="mailto:ahembram@mmtclimited.com">ahembram@mmtclimited.com</a>
BANKER NAME AND ADDRESS: STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, ASHOK NAGAR, BHUBANESWAR-751001 ACCOUNT NO.: 10229909115 RTGS CODE: SBIN0006657	BANKER NAME AND ADDRESS: STATE BANK OF INDIA, CAG BRANCH, 34 JAWAHARLAL NEHRU ROAD, KOLKATA-700071 ACCOUNT NO.: 11051192270 RTGS CODE: SBIN0009998

8. Sale will be made on **First Come First Serve Basis on receipt of 100% advance payment** in MMTC's account. Quantities to be sold subject to prior confirmation by MMTC against 100% payment in MMTC's account within the validity of the price circular.
9. The decision of MMTC regarding allocation of material shall be final and binding without any prejudice.
10. All supplies / deliveries are subject to availability of stock.
11. Material will be despatched against receipt of 100% value of the material and applicable statutory taxes & duties along with freight, GST wherever applicable.
12. MMTC reserves the right to withdraw / review this price circular at any time without assigning any reason.
13. The price shall be treated as firm irrespective of the price prevailing on the day of actual delivery.
14. Buyer may inspect the material at NINL plant prior to booking.
15. **Sampling and Analysis:** The material is offered on **Ex-Plant Basis** and the test results, as determined by NINL lab shall be final and binding on the Purchaser.

16. For Export purpose, the buyer shall deposit Rs.5.00 lakh as EMD and cost of goods with Railway freight and taxes in advance for contracting/indenting/despatches and buyer to perform Export Procedures & Documentations etc. EMD to be returned after submission of Export documents.

**A) EXPORT TO NEPAL /BHUTAN BY RAIL RAKES THROUGH INDO NEPAL/INDO BHUTAN BORDER RAILWAY STATIONS :**

17. MMTC Bhubaneswar (BBSR) shall be the Exporter.

18. Nepal/Bhutan party will be the Importer.

19. An export sale contract shall be signed between Exporter & Importer after receiving 100% advance payment (100% cost of the goods plus railway plus EMD/Security Deposit of Rs.2.5 lakh per rake). **The EMD / SD shall be refunded without any interest after submission of Export Documents as per contract.**

20. **The Railway Indent shall be registered at the originating station by MMTC, BBSR. However, follow up action with Railways may be carried out by Party for placement of the Rakes.**

21. MMTC Ltd. BBSR will be the Consigner & Consignee in the R/R since MMTC, BBSR is having Co-user permission from Railways to use NINL, Duburi.

22. The party shall collect documents from MMTC/BBSR after dispatch of rake from NINL, Duburi like endorsed R/R, Commercial invoice, NINL Certificate of Origin, Quantity, Quality, Waybill etc. within 3-4 days.

23. **The Importer (or, either Agent) shall arrange to carry out export formalities at Indo-Nepal/Indo-Bhutan Border and to submit Rake wise original Custom cleared, Shipping Bill, Export Import Certificate from Nepal Customs within a week positively for GST compliance.**

24. In the Shipping bill/bill of export at Border Customs, the importer shall arrange to see that it reflects the Bank details of MMTC, RO BBSR i.e. **State Bank of India, Commercial Branch, Bhubaneswar, Account No. 10229909115, AD Code 0006657/IFSC/RTGS Code SBIN0006657** for obtaining proper BRC by MMTC from Bank.

**B) EXPORT TO FOREIGN COUNTRIES THROUGH OCEAN MODE (PORTS IN INDIA) FOR BANGLADESH ETC. (ALLOCATION MAY BE DONE SEPARATELY) :**

25. The Minerals Division at RO Bhubaneswar also suggests to carry out the export of BFG Slag through ocean in order to liquidate huge stock of BFG Slag at NINL. In this case, NINL shall be the seller and the party be the Buyer/Exporter whereas MMTC will act as Agent, since two traders cannot be inter-mediator.

26. NINL being the seller will register the indent in favour of the party and export will be commenced from Port(s) by vessel. **The party will deposit 100% advance payment of goods & Railway Freight amount with NINL A/c under intimation to MMTC.**

27. Minimum 9 rakes required to load one vessel of 30,000 MTs(+/- 10%), bulk export to liquidate stock faster.

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28. Being as an Agent, MMTC shall claim 3% Commission / Trade Margin fee from NINL and NINL will pass on 3% commission on basic sale price to MMTC after getting the advance amount from the Buyer/Exporter.
29. The Buyer will procure the cargo on Ex-NINL Plant basis and carry out all export formalities. In both cases, the Ex-plant domestic price loaded on to rakes will be the Ex-Plant basis price.
30. The party shall submit PBG amount @ 2.5 lakh per rake to NINL which will be refunded after submission of custom cleared shipping documents, without any interest.

#### **FRAUD PREVENTION POLICY :**

- (1) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.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)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.
  - b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
  - e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

- (2) **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.
- (3) **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

**HOLIDAY LISTING POLICY :**

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

2. The above Price Circular is valid upto 14.08.2019. 100% value to be deposited on or before 14.08.2019 and lifting may be completed latest by 25.09.2019 or as may be allowed by MMTC.

**REGION WISE DETAILS OF CONTACT PERSON IS HEREUNDER :**

REGION	NAME & DESIGNATION	TEL. NO.	MOB. NO.
Bhubaneswar	Mr. R.N. Marndi, GM	0674-2544783	+91 9437019341
	Mr. M. K. Mishra, GM	0674-2544206	+91 9437091729
Kolkata	Mr. A Hembram, GM	033-22103451	+91 9830155721
Vizag	Mr. Y. D. S. Ravi, GM	0891-2562771	+91 9848699663

(ABHAY KUMAR)  
GENERAL MANAGER (STEEL)  
05.08.2019