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No. MMTC/STEEL/BFG SLAG/PC/2017-18/04

Date : 13.10.2017

PRICE CIRCULAR

SUB : SALE OF NINL BFG SLAG FOR A QTY. OF APPROX. 29,600 MT (EX-NINL PLANT BASIS) ON 'AS IS WHERE IS & NO COMPLAINT BASIS'

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

A. Specifications of BFG SLAG, NINL (29,600 MT APPROX.) :

SiO ₂	Al ₂ O ₃	CaO	MgO	FeO	MnO	S	Na ₂ O + K ₂ O	Basicity	Moisture Content	Sieve Analysis (-3mm)	BD (t/m ³)
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 (Rs./PMT) Ex-Plant	Payment/Booking
1	1 Rake to upto 4 Rakes (3700 MTs to 14,800 MTs)	@Rs.550/-	100% advance
2	14,801 MTs to 29,600 MTs) – 8 Rakes	@Rs.525/-	100% advance for first four (4) rakes and 15% advance as security for balance quantity. Balance payment within the validity of Price Circular.

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.

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TERMS AND CONDITIONS

1. Delivery allowed by both Road and Rail.
2. If delivery through railway rakes: invoicing on actual weight of the material. However, freight will be charged as per RR on chargeable weight basis.
3. 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.
4. Quantities will be sold subject to re-confirmation by MMTC.
5. Payment can be deposited by the buyer at any of the MMTC locations mentioned below. The payment to include 100% value of material + GST and freight as and wherever applicable.

R.N.Marandi Addl. General Manager MMTC Limited, Regional Office : Bhubaneswar Alok Bharati Complex, Sahid Nagar,Bhubaneswar-751007 Tele : 0674-2544783 Cell : 09437019341,FAX : 0674-2546847 E-mail : rnm@mmtclimited.com	A.Hembram Addl. General Manager MMTC Limited, Regional Office : Kolkata NIC Building, 4 th Floor, 8, India Exchange Place, Kolkata - 700-001, West Bengal Tele : 033-22546003/ 9830155721 E-mail : ahembram@mmtclimited.com
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6. Sale will be made on first cum 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.
7. The decision of MMTC regarding allocation of material shall be final and binding without any prejudice.
8. All supplies / deliveries are subject to availability of stock.
9. Material will be despatched against receipt of 100% value of the material and applicable statutory taxes & duties along with freight, GST wherever applicable.
10. MMTC reserves the right to withdraw / review this price circular at any time without assigning any reason.
11. The price shall be treated as firm irrespective of the price prevailing on the day of actual delivery.

12. Buyer may inspect the material at NINL plant prior to booking.
13. **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.

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 reserved 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 23.10.2017. 100% value to be deposited on or before 23.10.2017 and lifting may be completed latest by 15.11.2017.**

REGION WISE DETAIL OF CONTACT PERSON IS HEREUNDER :

REGION	NAME & DESIGNATION	TEL. NO.	MOB. NO.
Bhubaneswar	Mr. RN Marandi,AGM	0674-2544783	+919437019341
Kolkata	Mr. A. Hembram, AGM	033-22439280	+919830155721

(ABHAY KUMAR)
ADDL. GENERAL MANAGER (STEEL)
13.10.2017