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No. MMTC/STEEL/NINL/CRUDE COAL TAR /PC/2016-17/02

Date : 31.01.2017

PRICE CIRCULAR

**SUB : SALE OF NINL CRUDE COAL TAR FOR A QUANTITY OF 2200 MT
(EX-NINL PLANT BASIS) ON 'AS IS WHERE IS & NO COMPLAINT BASIS'**

1. THE SPECIFICATION & EX-PLANT PRICE OF NINL CRUDE COAL TAR HAVE BEEN FIXED AS FOLLOWS :

A. Specifications of CRUDE COAL TAR, NINL (Qty. = 2200 MT)

Moisture	Sp. Gravity	Pitch
5% Max.	1.15 – 1.2	52 -55%

B. Price of CRUDE COAL TAR :

S.No.	Quantity (MT)	Price (Rs./PMT) Ex-Plant	Payment/Booking
1	2200 MT*	Rs. 17,500/- PMT	100 % advance payment for the qty. required in the form of Demand Draft/Pay Order / Bankers Cheque issued by any scheduled / Nationalized Bank in favour of MMTC Ltd. payable at Bhubaneswar / Kolkata of MMTC. Payment may also be made through RTGS/NEFT etc. to Regional Offices of MMTC Bhubaneshwar / Kolkata account.

* NOTE : With a condition of 1600 MT to one Party only and subject to MMTC's approval for more quantity beyond 1600 MT to single party.

2. The above prices are exclusive of Excise Duty, Sales Tax, Freight and Other Statutory duties/Taxes etc.
3. Material will be dispatched against 100% value of the material alongwith freight, wherever applicable.

4. Sale to be made on first cum first serve basis.
5. The decision of MMTC regarding allocation of material shall be final and binding without any prejudice.
6. All supplies/deliveries are subject to availability of stock.
7. MMTC reserves the right to withdrawn/review this price circular at any time without assigning any reason.
8. Buyer may inspect the material at NINL Plant before purchasing of the material.
9. Sampling and Analysis : The quantity is offered on Ex-plant basis and the test result, as determined by NINL shall be final and binding on the purchaser.
10. The price shall be treated as firm irrespective of the price prevailing on the day of actual delivery.
11. Quantities will be sold subject to re-confirmation by MMTC.
12. MMTC Regional Offices like Bhubaneswar or Kolkata will receive all payments.
13. For sales within Odisha, MMTC will issue invoice.
14. **For sales outside Odisha** : Payment can be deposited at Regional Offices of MMTC Bhubaneswar / Kolkata . MMTC will collect payment on behalf of NINL and **C-form**, form-27 (c) from the party in favour of NINL. Security @6% shall have be given in the form of cash/ bank guarantee in the absence of **C-Form**. The Regional Offices will issue delivery instructions to NINL. NINL will issue invoices directly in favour of the party.

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”.

15. The above Price Circular is valid upto 07.02.2017. In case the last date falls on a bank holiday, payment can be received on the next working day.100% value to be deposited on or before 07.02.2017 and lifting may be completed latest by 20.02. 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)
31-01-2017