



CIN:L51909DL1963GOI004033

Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007

Phone : (0674) 2546848,2541747 Fax :(0674) 2546847,

E-Mail: mmtcbsr@mmtclimited.com, Web: www.mmtclimited.com

Email: dhaneswar@mmtclimited.com/ mkm@mmtclimited.com

NIT NO.MMTC/BBSR/NINL/IMP/CL/2019-20/01 dated 17.04.2019

MMTC Limited invites open two-bid Global tender from interested manufacturers / suppliers for purchase of Imported Calcined Lime on CFR, Vishakapatnam Port, India basis.

The Last date of submission of tender is 26/04/2019 at 1500 hours IST.

The complete details of the tender are available at www.mmtclimited.com, <https://eprocure.gov.in> and <https://mmtc.abcprocure.com>

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

General Manager(Min.)



MMTC Limited, A Government of India Enterprise, under Ministry of Commerce & Industry, established in 1963, is a leading International Company engaged in International Trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbons, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals. For further details please visit our website www.mmtclimited.com

M/s. Neelachal Ispat Nigam Limited (NINL), a Company co-promoted by MMTC Limited, has set up an Integrated 1.1 million ton capacity Iron and Steel Plant at Kalinga Nagar Industrial complex, Duburi, District Jajpur, Orissa. Steel making facility is having Basic Oxygen Furnace (BOF) and Continuous Casting machine producing pig iron and steel billets. MMTC Ltd. has the mandate to procure a projected quantity of 2400 MT Calcined Lime (Imported) for NINL, through open tender from the overseas manufacturers/suppliers of Calcined Lime. Accordingly, the NIT is given herewith indicating the details of requirement along with the methodology for participation by overseas bidders. You are requested to read carefully the instructions contained in our NIT and submit your Quotation in line with our requirement indicated. Tender Documents may be downloaded free of Cost from www.mmtclimited.com, <http://eprocure.gov.in> and <https://mmtc.abcprocure.com>.

Due Dates:

| | |
|---|--|
| Submission of Technical Bids and Price Bids | : 1500 hrs IST on 26.04.19 |
| Opening of Technical Bid | : 1600 hrs IST on 26.04.19 |
| Opening of Price Bid | : Subsequently after verification of Technical Bid |

The Technical Bid with required documents to be submitted in physical form only. The Price Bid can be submitted in electronic/online mode as well as in physical mode. For participating in MMTC e-tender, please visit <https://mmtc.eproc.in> latest by 1200 hrs IST on 26/04/2019. For any assistance on e-bidding process / registration / digital signature, bidder may visit help desk section of e- portal (contact person: detailed in Table below) bidders are advised to quote/submit their offers well in advance for smooth participation in the tender.

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender.

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 License Certifying Authority operating under RCAI or CCA. Minimum time to procure DSC is 5 working days.

Procedure for Registering in E-Procurement portal :

(i) Further, the bidder will have to register with MMTC's E-Procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any technical issues / difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk :

(ii)

| Vendor's Queries | Contact Numbers | e-Mail ID |
|--|---------------------|--|
| New Bidder Registration (Portal Registration), Vendor's ID / Profile | +91-(79)- 68136 866 | info@abcProcure.com |
| | +91-(79)- 68136 878 | |
| Activation, Renewal of Vendor's ID | +91-(79)- 68136 845 | |
| | +91-(79)- 68136 841 | |
| Mr.Abhijeet Goware (Dedicated Helpdesk for MMTC) | +91 9265562826 | abhijeet@eptl.in |
| Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team). | +91-(79)- 68136 833 | support@abcProcure.com |
| | +91-(79)- 68136854 | |
| | +91-(79)- 68136850 | |
| | +91-(79)- 68136849 | |
| | +91-(79)- 68136848 | pankesh@eptl.in |

(iii) For minimum system requirements clients/bidders should be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0

(iv) Bidders shall be advised to print and save bid submission receipt on submission of bids.

Bidders shall submit their offers separately in two-bid format, Technical bid (Attachment A) and Price Bid (Attachment B).

Attachement A : TECHNICAL BID TO BE SUBMITTED IN PHYSICAL FORM AT MMTC LTD, 7TH FLOOR, ALOK BHARATI COMPLEX, SAHID NAGAR , BHUBANESWAR, ODISHA, INDIA.

Attachement-B : PRICE BID MUST BE SUBMITTED EITHER ON PHYSICAL MODE OR ON-LINE MODE.

- IN CASE OF A & B IN PHYSICAL MODE, TWO SEPARATE ENVELOPES DULY SEALED SHOULD BE IN ONE BID ENVELOPE FOR SUBMISSION AT MMTC, BHUBANESWAR.
- IN CASE OF A IN PHYSICAL MODE & B IN ONLINE MODE, ONE SEALED BID OF A SHALL BE SUBMITTED PHYSICALLY AT MMTC, BHUBANESWAR & FOR B TO BE SUBMITTED IN ONLINE/E-MODE AS MENTIONED ABOVE.

The bidder shall submit the hard copy of Technical Bid (submitted in Physical Form with all required documents along with duly signed & stamped of each page of this tender except price bid) and original Bid Bond only so as to reach Shri M.K.Mishra, G.M MMTC Limited, Alok Bharati Building (7th Floor), Sahid Nagar, Bhubaneswar, Odisha, India - 751007 before opening the tender i.e. latest by 1500 hrs. on 26.04.19. The Technical Bid documents / Annexures to be couriered to GM, MMTC Bhubaneswar / dropped in tender box and should be received at MMTC Office, Bhubaneswar prior to tender closing time and date.

Incomplete offer or offers received after the closing time and date shall not be accepted.

Any bidder willing to participate in the Tender opening process may attend directly or depute their representative through authorization at 1500 hrs on 26.04.19. The EMD/Bid bonds of the unsuccessful bidder will be returned after finalization of tender and for the successful bidder it will be returned upon receipt of performance guarantee and in case of BG, its confirmation by the Bank.

Note: MMTC reserves the right to accept/reject any or all tenders without assigning any reasons thereof or, award the contract without offering any reasons, whatsoever to the bidders/parties.

EARNEST MONEY DEPOSIT: Earnest Money Deposit for USD 4000 (Four Thousand US Dollars) in the form of Bank Guarantee is to be submitted along with the technical bid documents. The offers without EMD and / or not conforming to tender document conditions are liable to rejection. MMTC reserves the right to reject any offer or cancel the tender without assigning any reason thereof.

OR

The Bidders may remit EMD by transfer of fund to the bank account of MMTC Limited, Bhubaneswar, bank details of which are as follows:

| | |
|-------------------------------|---|
| Name | MMTC LIMITED, BHUBANESWAR |
| BANK | STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, ASHOK NAGAR, BHUBANESWAR-751009, ODISHA, INDIA |
| ACCOUNT NO. | 10229909115 |
| IFSC CODE | SBIN006657 |
| SWIFT NO. | SBININBB 119 |
| INTERMEDIARY BANK & ITS SWIFT | STATE BANK OF INDIA, NEW YORK. SWIFT NO. SBINUS33 |

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above Performance guarantee. However, MTPL shall arrange to obtain similar back to back BG from their back-up supplier and submit an undertaking to this effect along with technical bid documents.

PERFORMANCE GUARANTEE: THE PURCHASER shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at FORM-F)/ through fund transfer for an amount of USD 10,000 (USD Ten Thousand Only). The Seller shall forward to purchaser duly signed and stamped contract for signature by the Purchaser(all standard terms of MMTC should be part of contract). The performance Bank guarantee as per our pro-forma shall reach the purchaser within 10 working days from the date of issue of signed contract. In case of fund transfer, transfer shall be effected in 3 working days from date of issue of Contract and a swift copy shall be provided to MMTC. The PG Bond shall be kept valid till 30-09-2019 with Claim period upto 31-03-2020. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC shall have the right to forfeit the EMD furnished by the Bidder, without prejudice to further recourse for breach of the Agreement. In such an event the Purchaser may make award to the next Bidder or may invite fresh Bids or may decide as deemed fit.

PART-A

PRODUCT, ITS SPECIFICATIONS & TERMS:

1. **Commodity** : Imported Calcined Lime
2. **Material Code/HSN Code** : 2522
3. **Quantity** : 2400 MT (+/- 10%)
4. **Specifications and Size** : As per Annexure-III
5. **Final Destination of Material:** Neelachal Ispat Nigam Ltd., Kalinganagar Industrial Complex, Duburi, Jaipur, Odisha, India.

The Bill of Lading (BL) to be issued mentioning port of discharge as Visakhapatnam sea port and place of delivery at ICD, Kalinganagar (INSKD6).

BL to specifically mention that "cargo in transit to ICD Kalinganagar under customs bonded movement from port of discharge Visakhapatnam under merchant haulage as arranged by consignee without any risk or liability to the carrier"

6. **Invoice On** : As mentioned in Purchase Order/Contract
7. **Delivery Period** : **Shipment Period upto 31st May 2019**
8. **Mode of Delivery** : At Visakhapatnam port Container Station and loading of Containers at the cost of seller to Trailer/Rake at Visakhapatnam arranged by MMTC's CHA/Handling Agent within 21 days free time at Visakhapatnam.
9. All charges payable for unloading of Container from vessels, shifting of Containers to Container station, storage of Containers, loading onto trailer/rakes shall be borne by Seller.
10. **Price Term** : CFR Visakhapatnam in 20 feet End Open Containers, inclusive of Ocean Freight, Packaging and forwarding, etc.
11. **Analysis Certificate** : Analysis Certificate by 3rd Party Independent Analyst Firm (Independent Inspection Agency) of International repute should be sent along-with documents. The Certificate should state the Purchase Order no / Contract Number and date. The Test Certificate should certify the chemical Composition and Size Distribution of the material delivered.

12. Test and Guarantee Certificates :-

- a. Test Certificates must show analysis and Size of all elements as per Annexure - III
- b. Guarantee Certificates for conformity of quality of materials to specifications should be provided

13. Payment Terms: LC covering 95% of Cargo Value at sight based on Load port + 5% based on destination point analysis by NINL lab.

14. Packing: 1MT moisture proof jumbo bag which must sustain capacity for handling by crane and manual operations.

15. Number of bags in a container in Packing List.

16. The supplier shall provide Certificate of origin & other required /relevant documents/forms from appropriate authority(Chamber of Commerce/ Equivalent of exporting country) for clearing of cargo without payment of customs duty at Indian port, in case the origin falls under free trade zone.

17. Certificate of Age of material: It should not be more than 15days at the time of stuffing into Containers in exporting country(load port). Manufacturing Certificate required.

18. Marking on Packing : Calcined Lime, Supplier's name in abbreviation. Bag Gross Weight and Net Weight

19. Weighment: Net Weight at destination point.(NINL weighbridge is final)

20. Document Submission (EMD and Supporting documents in Physical Form Only) : G.M MMTC Limited, Alok Bharati Building (7TH Floor) , Sahid Ngar, Bhubaneswar, India - 751007.

21. Origin : Overseas/Foreign.

22. Eligibility Criterion for Tender :

- a. Has successfully supplied Calcined Lime to any Indian Steel Manufacturing Unit (since January, 2016).
- b. Tenderers will have to offer minimum 50% quantity in their offer.

- c. Shall submit an Earnest Money Deposit (EMD) of USD 4000/- in cash (fund transfer) or Bank Guarantee as per format FORM-E. The EMD submitted shall be retained by MMTC in case of successful tenderer/bidder and EMD in cash/BG shall be returned to unsuccessful bidder after finalization of tender, without any interest.
- d. Tenderers having unsettled litigation for the tendered item with any of the indenting MMTC units, shall not be considered for this tender. MMTC's decision is final in this regard.

23. Other Terms and Conditions

- a. Offers/Quotation received after due date and time will be rejected.
- b. Tenders not accompanied by requisite EMD shall be treated as invalid.
- c. Bids should remain valid for 30 days from the date of tender opening (Price Bid) for acceptance by MMTC Ltd.
- d. Minimum Bid – 50% of the Tendered Quantity.
- e. The order shall be placed on L-1 price. MMTC is at its discretion to place order on more than one supplier. In case MMTC decides to place order on Two suppliers, the L2 offer has to match the L1 Price and Terms of L1. Quantity will be distributed in ratio 70:30 between L1 Bidder and L2 Bidder.
- f. MMTC can increase order supply quantity by 50% of the tender quantity, in case of emergency requirements arising at NINL, under same terms and conditions, if agreed by NINL.
- g. MMTC reserves the right to accept or reject any or all the tenders at its sole discretion without assigning any reason, thereof. MMTC may stipulate any other terms and conditions other than the detailed above, if found necessary before the opening of bids.
- h. Liquidated damages: In the event of failure to deliver the quality of the material as per contractual terms, it is agreed that the buyer shall have the following options:
 - i. To recover as liquidated damages and not by way of penalty for the period after this material was due until actual delivery or until the buyers secure the material from other sources, a sum equivalent to 2% of the contract value of the undelivered material for each month, or part of month's delay.
 - ii. To purchase from other sources without notice to the sellers at the risk and account of the sellers the material not delivered or other material of similar description (where material exactly complying with the particulars are not, in the opinion of the buyers, readily procurable, such option being final) without cancelling the contract in respect of the consignment (s) not yet due for delivery; or
 - iii. To cancel the contract or a portion thereof and, if so desired, to purchase the material at the risk and cost of the sellers.

24. HOW TO FILL UP THE BID: It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the MMTC website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC.

Tenders are to be submitted in two parts -

Attachment -A: Techno-Commercial Bid (Technical Bid along with EMD and supporting documents in a Sealed Envelop, with the Tender Number, Product Name and Tender Opening Date , super scribing the envelop to be dropped in the Tender Box in the premises of R.O. Bhubaneswar)

1. Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures etc.
2. In case of Trader, detailed information of the Calcined Lime Producer/Manufacturer
3. Exports of Calcined Lime during the last one year from the supplier.
4. List of actual users (Integrated Steel plant) (with complete postal addresses) to whom Seller has supplied in last one year since January 2018.
5. Bidder shall enclose an Auditor's Certificate for past 3 years indicating (i) annual turnover (ii) net worth as on last annual balance sheet and (iii) past experience as mentioned in eligibility criteria.
6. In case of trader, an authorization letter to be submitted in bid on behalf of Producer/Manufacturer.
7. Bidder shall enclose a Credit rating Report like (D&B, S&P, Moody's, ICRA, CRISIL, CARE) Credit rating report which has been issued on or after 01.04.2018 and should be valid as on tender opening date.
8. Bidders shall enclose a Bank reference report issued on or after 01.04.2018 and should be valid as on tender opening date.
9. Bidder shall submit an Earnest Money Deport (EMD) for USD 4,000 (USD Four thousand only) in the form of Bank Guarantee (BG format enclosed at **Form E**) or Fund transfer. The bidder shall submit a copy of the BG alongwith tender documents in sealed envelope.
10. Duly filled and signed Form B, C, D & E

11. Any other document as requested by the Purchaser shall also be submitted by the bidder with Techno commercial bid.
12. A copy of this NIT, duly signed by the competent authority with company seal of the tenderer, as a token of acceptance of terms and conditions of enquiry and a confirmation that they have understood all terms and conditions and have offered for all sub lots.
13. THOSE WHO HAVE PARTICIPATED IN OUR TENDER NO. NIT NO.MMTC/BBSR/NINL/IMP/CL/2018-19/01 dated 26.02.19, NEED NOT SUBMIT EMD & DOCUMENTS AS MENTIONED ABOVE FROM SL.NO.1 TO SL NO. 9. THE OTHER DOCUMENTS NEED TO BE SUBMITTED AFREASH, FAILING WHICH BID SHALL NOT BE CONSIDERED.

Attachment -B: Price Bid in e-bid form (To be uploaded online per FORM-A) or in Physical Mode per FORM-A in a separate envelope.)

1. THOSE WHO HAVE PARTICIPATED IN OUR TENDER NO. NIT NO.MMTC/BBSR/NINL/IMP/CL/2018-19/01 dated 26.02.19, ALSO NEED TO SUBMIT THE FRESH PRICE BID IN ONLINE MODE OR PHYSICAL MODE.
2. In case of Physical mode, the EMD as well as Techno-commercial bid should not contain prices or any indication of prices. If prices are indicated there, the offer will be rejected.

Last date and time for Tender Submission: - Complete Price Bid will be uploaded on <https://mmtc.eproc.in> .

Bidders are advised to quote/submit their offers well in advance for smooth participation in the tender. Technical Bid documents alongwith swift/BG copy for EMD may be dropped in the tender box placed at MMTC Limited, Sahid Nagar, Bhubaneswar - 751007, Odisha, India before closure of tender at 1500 hrs IST on 26.04.2019. Bids in sealed envelope may be addressed to:

The General Manager (Minerals)
MMTC Limited
7th Floor, Alok Bharati Complex,
Sahid Nagar, Bhubaneswar- 751 007, Odisha, India

Tender Opening Date :- Tenders shall be opened on 1600 hrs IST at 26.04.19 subject to meeting the criteria of receiving minimum number of offers for tender opening as per prevailing procedure of MMTC. On receipt of valid Technical Bids, clarifications, etc, price bids (to be received online) shall be opened. Any modification to the original tender, unless asked for, after due date of opening, shall be treated as unsolicited and rejected.

Evaluation of Bids

Step 1: Checking and acceptance of EMD

Step 2: Techno-commercial evaluation: The technical evaluation process will comprise the following steps -MMTC will study documents and specifications submitted by each supplier and check for any deviation from NIT specifications. In case of deviation, MMTC may ask for clarifications on the same/reject the tender. In case the clarifications are not acceptable to MMTC, the bid may not be accepted.

Step 3: Evaluation of price bids :

After the techno-commercial evaluation, a list of techno-commercially acceptable suppliers will be made, if decided so, the Price bids of such Vendors, shall be opened and comparative status will be prepared.

Criteria for determining L-1:

Form A shall be used to determine the L1 Price by MMTC.

NAME & DESIGNATION ADDRESS of contact person for seeking any clarification:

Kaushik Kr. Paul, General Manager, MK Mishra, GM(Min), D. Mohanta, Ch. Manager(Min) MMTC Limited ; Sahid Nagar, Bhubaneswar, Odisha, India having mail ids: kkpaul@mmtclimited.com , mkm@mmtclimited.com, dhaneswar@mmtclimited.com :: website : www.mmtclimited.com

Miscellaneous terms & conditions of tender:

- Offers should be either fully typed or handwritten. Partly typed and partly hand written or overwritten offers may be rejected.
- In case of mismatch in description of quantity/ amount in figures and words, the description in words shall be considered.
- Copies of the offer should not be sent to any other officer of MMTC
- MMTC reserves the right to accept any tender in whole or in part, or reject any or all tenders without assigning any reason, whatsoever.
- The Purchase Preference to Central Public Sector Enterprise shall be based to the extent of guidelines issued by the Government of India.
- In case of any specific report is received at any stage of tendering against a tenderer, as an information or upon enquiry made by MMTC, in respect of capabilities & performance of the tenderer, the quotation/ tender of that tenderer shall stand rejected.

Declaration by The Tenderer :The tenderer must declare whether the proprietor or any partner of the firm, or director of their company, has any relation with any employee working in MMTC, if so give the name of the employee and the relationship and also whether any of them has a relationship within the meaning of section 6 of Companies Act, 1956 with any Directors of MMTC and, if so, give details. MMTC reserves the right to ask for further proof regarding the status/position of supply as well as establishment of an acceptable source, if required, during the finalisation of the tender.

Cost of Bidding: The bidder shall bear all cost associated with the preparation and submission of its bid, at MMTC Ltd. Herein after referred to as “The Purchaser” will in no case be responsible or liable for those costs, regardless of the condition or outcome of the bidding process.

Amendment to NIT: At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the NIT by issuing an amendment. It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the MMTC Website and no change is made therein before submission of their tender.

Language of Bid : The bids prepared by the Bidders and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser , shall be written only in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passage in which case, for purposes of interpretation of the bid, the English translation shall govern.

Late Bids: Any bid received by the Purchaser after the deadline for submission of the Bids prescribed by the Purchaser, will not be opened.

Modification and Withdrawal of Bids: The bidders may modify or withdraw its bid after the submission of bid, provided that written notice of the modification or withdrawal/ modification is received by the Purchaser prior to the deadline prescribed for the submission of bids. No bid may be modified subsequent to the deadline for submission of Bids unless asked for.

Clarification of Bids: To assist in the examination, evaluation and comparison of Techno-commercial bids, the purchaser may, at their discretion, ask the bidder for a clarification of the bids. The request for clarification and the response shall be in writing.

Award of Contract: MMTC shall award purchase order / contract to successful lowest (L1) bidder detailing all terms and conditions.

MMTC shall award contract to the lowest bidder (L1) subject to confirmation from NINL, the back-up buyer of the cargo. MMTC and the successful bidder shall enter into a purchase contract as per standard terms and conditions of MMTC .In case the successful bidder fails to forward the signed purchase contract within 3 calendar working days from the date of LOI by MMTC, the Purchaser (MMTC) reserves the right to invoke the bank guarantee/forfeit EMD/cash deposit submitted through fund transfer by the bidder. MMTC shall have the right to review the performance of bidder and accordingly MMTC reserves the right to cancel/modify the contracts. MMTC reserves the right to place order on part/full quantity on one/more successful bidders.

PART-B

Commercial Terms

1. **Price Term** : CFR Visakhapatnam Port, India
2. **PAYMENT TERMS** : The payment of the price of the MATERIAL delivered by the SELLER shall be made by the PURCHASER in US Dollars by an Irrevocable Letter of Credit providing for payment. 95% of the invoice value of the material at sight on presentation of the following Load-port documents.
 - a. 3/3 sets of original clean on Board Bill(s) of Lading for 2400MT (+/-10) or as applicable, made out " To order " and blank endorsed marked Notify LC Opening Bank A/c "MMTC Limited, Bhubaneswar Regional office, Alok Bharti complex, 7th floor, Sahid Nagar, Bhubaneswar - 751-007". The Bills of Lading to be issued by Ocean Lines/Master/ Agents only. House BLs or any other BLs are not acceptable
 - b. Bill(s) of Lading marked "Freight Pre-paid" is always desirable or, "freight payable as per Charter Party" may be acceptable.
 - c. Signed Commercial Invoice - in Triplicate (3 sets).
 - d. 3/3 quantity-wise Certificate of Sampling and Analysis issued by independent inspection agency at load port clearly specifying that the sampling and analysis pertains to Calcined Lime loaded on the vessel. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at Annexure-III to this Tender.
 - e. Certificate of Weight issued by an Independent Analyst appointed by seller at Load Port separately for all hatches (3/3)
 - f. Certificate of Origin issued by any recognized Chamber of Commerce of exporting country (3/3).
 - g. Packing List (3/3) issued at load port
 - h. SELLER'S a) pre-shipment advice after berthing indicating vessel name date of berthing and quantity to be loaded to be faxed or emailed to buyer b) post-shipment advice of shipment indicating Vessel name, Port of Loading, B/L No. & date, B/L quantity, Invoice Value in USD to be faxed to buyer Fax No. +91674 2546847 or e-mail to buyer's Email Id: mkm@mmtclimited.com , dhaneswar@mmtclimited.com , lmbagga@mmtclimited.com within 3 (three) working days from the date of Bill(s) of Lading.
 - i. Within 5 (five) working days from the date of Bill of Lading, the SELLER shall send through Courier Service, direct to the BHUBANESWAR REGIONAL OFFICE " Addressed to Sri. M.K.Misra (AGM-Minerals); ALOK BHARTI COMPLEX, 7TH FLOOR, SAHID NAGAR, BHUBANESHWAR - 751-007, ODISHA the following documents :
 - i. Three non-negotiable copies of Bill of Lading.
 - ii. Three signed copies of Commercial Invoice.
 - iii. Three copies of the Certificate of Sampling and Analysis.
 - iv. Three copies of the Certificate of Weight.
 - v. Three copies of Certificate of Origin.
 - vi. Three copies of Packing List

- vii. A certificate in Triplicate of Seller in this effect that above documents have been couriered to buyer.
- * The original courier receipt is to be presented with documents to bank for negotiation.
3. The SELLER shall email scan copies of one set of original documents from i. to vii. At 2. i. above to the PURCHASER at e-mail mkm@mmtclimited.com ; dhaneswar@mmtclimited.com ; lmbagga@mmtclimited.com within 5 working days after the Bill of Lading Date.
4. The Invoices so raised by Seller should follow provisions of contract.
5. Balance 5% CFR value shall be made outside the LC as per the Final destination point (NINL) sampling, analysis and weight after making necessary price adjustments for variations, if any, mentioned in at Annexure III.
6. All bank charges at the SELLER/PRODUCER'S end shall be borne and paid for by the SELLER/PRODUCER. All bank charges at the PURCHASER'S end shall be borne and paid for by the PURCHASER. In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C can be arranged at the cost of the Seller. Transferable L/C is not permitted. L/C shall provide for payment on sight for 95% invoice value on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.

NOTE: All documents to be prepared strictly in compliance to Statutory Norms and as per instructions issued in the contract / PO copy. Non-compliance to the above may delay payment and MMTC/NINL shall not be held responsible for the same.

7. **Any statutory dues in seller's country and any statutory dues on account of vessel in India are in vessel's and/or seller's account.**
8. Failure and Termination: Should the supplier fail to deliver the materials or any consignments thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his option to the following)
- To recover as liquidated damages and not by way of penalty for the period after this material was due until actual delivery or until the buyers secure the material from other sources, a sum equivalent to 2% of the contract value of the undelivered material for each month, or part of month's delay.
 - To purchase from other sources without notice to the sellers at the risk and account of the sellers the material not delivered or other material of similar description (where material exactly complying with the particulars are not, in the opinion of the buyers, readily procurable, such option being final) without cancelling the contract in respect of the consignment (s) not yet due for delivery; or
 - To cancel the contract or a portion thereof and, if so desired, to purchase the material at the risk and cost of the sellers.

Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply.

9. **Force Majeure** : In case at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone, **plant shut down restrictions** or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfillment of any obligations shall be postponed during the time when such circumstances are operative.

Any waiver / extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfil its obligations under the present contract must within 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract.

Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the Seller for not performing their obligations under the contract.

Delivery period for the undelivered quantities which could not be delivered on account of force majeure situations, may be extended at Buyer's option, subject to acceptance of the price by the Seller available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

If no mutual agreement either for extension of time for supply of Calcined Limestone or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

10. **Arbitration** :

- i) All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this Contract or breach there of shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with



the provisions of Arbitration & Conciliation Act 1996 and the award made in pursuance there of shall be binding on the parties. The Arbitrator/Arbitrators will give reasoned award. The sole Arbitrator shall be nominated by the General Manager, MMTC Limited, Bhubaneswar.

- ii) Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.
- iii) The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.

11. Fraud Prevention Policy:

(I) 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.com> 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 MMTCs 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.

f. **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.

(g) **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.

(II) Holiday- Listing Clause :

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.

ANNEXURE-I

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”

And

M/s. 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.

Section1 – 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 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 tender/auction/e-auction/e-sale/sale/purchase 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 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 Law of India., further the Buyer(s)/Vendor(s)/Bidder(s) will not use improperly, for purposes of completion 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 has 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 cause 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 the 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 the 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 representative 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 obtain 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 his by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, substantiate 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 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)
(Official Seal)

.....
(For & on behalf of
Buyer/Vendor/bidder)
(Official Seal)

Place:.....

Date :.....

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address:

ANNEXURE-II

Proforma of declaration regarding banning of business dealings

In case of proprietary concern :

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL").

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

| No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce | Period for which business dealing has been banned | Present Status |
|--|---|----------------|
| | | |

In case of partnership firm :

We hereby declare that neither we, M/s Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL").

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken



against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

| No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce | Period for which business dealing has been banned | Present Status |
|--|---|----------------|
| | | |

In case of Company :

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL").

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against us

| No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce | Period for which business dealing has been banned | Present Status |
|--|---|----------------|
| | | |

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place : Signature of Bidder / Manufacturer/ Supplier

Date : Name & Designation of the Authorized Signatory.

ANNEXURE-III

CHEMICAL AND PHYSICAL SPECIFICATIONS FOR IMPORTED CALCINED LIME

Quantity: 2400 MT (+/-5%) at Visakhapatnam Port (Minimum bid =1200MT and above)

| Sl No | Parameters | Specification | Tolerance and Penalty |
|-------|--------------------------------|----------------------------------|---|
| 1 | CaO | 92% basis Minimum | Below 88% rejection, 88%-<92% : 1% penalty for each percent deviation |
| 2 | SiO ₂ | 1.0% Max | 1.5% above rejection, 15-<1.5%:1% penalty for each 0.1% deviation |
| 3 | Al ₂ O ₃ | 1.0% Max | 1.5% above rejection, 15-<1.5%:1% penalty for each 0.1% deviation |
| 4 | Sulphur | 0.05% Max | 0.05% above rejection |
| 5 | LOI | 4.0% Max | 6.0% above rejection. 4%-<6%: 1% penalty for each percent deviation |
| 6 | TAI | 4.0% Max | Above 4.0% rejection |
| 7 | Reactivity | 350ml of 4(N) HCl in 5 Min.(min) | — |
| 8 | Size (20-60mm) | 90%Min | 88% below rejection |
| 9 | -20mm | 5% Max | 6% above rejection, 5%-<6%: 1% penalty for each 0.1% deviation |
| 10 | +60mm | 5% Max | 6% above rejection, 5%-<6%: 1% penalty for each 0.1% deviation |

- Sampling will be done as per IS 2109: 1982 (reaffirmed 2003)
- Packing in 1 MT moisture proof, airtight jumbo bag. The jumbo bag must sustain capacity for handing by crane.
- Number of bags in a container in Packing List.
- Certificate of Origin from Chamber of Commerce/ Equivalent of exporting country.



- Marking on packing suppliers name in abbreviation, NINL bag no. Gross weight and net weight.
- Certificate of Age of material. It should not be more than 15days at the time of stuffing into Containers. Manufacturing Certificate required.
- Test and Guarantee certificate
- Test certificate must show analysis of all above elements and size
- Guarantee certificates for conformity of quantity of materials to specification shall be provided
- Final inspection will be done at NINL laboratory which shall be final for all purpose
- Pre-dispatch inspection certificates issued by authorized analyst to be sent along with dispatch document of each assignment
- Any deviation to the technical parameter of the material shall be liable for rejection
- In case dispute joint sampling and analysis shall be done at NINL lab presence of supplier representatives which shall be binding both seller and purchaser.

PRICE BID Format (in online mode or in physical mode)

(To be Quoted in USD / MT)

| | | Unit USD / MT | Remarks |
|---|--|---------------|---------|
| 1 | Basic Price [CFR VISAKHAPATNAM] | | |
| 2 | Freight Forward Charges at Visakhapatnam port | | |
| 3 | Any Other | | |
| | | | |
| 4 | Total COST (1+2+3) | | |

NB:- The price validity: 30 days from the date of opening of price bid acceptance by buyer.

The Price includes packing charges, all expenses, 3rd Party Inspection agency charges, etc FOR Visakhapatnam .

(Signature, name & seal of the authorized person)

FORM - B

Acceptance of Commercial Terms, General Terms and Conditions and all other Terms of the NIT

We [**Name of Company**], having registered office at [Address], agree to all the Commercial, General & other Terms & Conditions listed in the Enquiry No.-----dated ----- for procurement of -----

We confirm that we are in a position to supply material as per the specification given in Enquiry. We nominate an executive, whose details are given below, to put the bids on our behalf.

It is further confirmed that we have uploaded Tender, Form Numbers B,C,D,E, and Annexure-I, II & III as per instructions. EMD and Hard Copies of supporting documents have been submitted within price validity.

The details of the bidder authorised to bid on our behalf is as follows.

Name & Designation:

e-mail ID :

Contact phone nos. : Address :

| Sl. No | Document | Compliance (Y/N) | Remarks |
|--------|--|------------------|---------|
| 1 | Name, Address, Tel No, Fax No, E Mail Id etc of the Bidder | | |
| 2 | Signed / Stamped Copy of Tender Document (uploaded / by courier). | | |
| 3 | Company's Profile (uploaded / by courier)**. | | |
| 4 | Bankers details (uploaded / by courier). | | |
| 5 | D&B Number, if any (uploaded / by courier). | | |
| 6 | Audited financial results for last 3 years submitted (uploaded / by courier)**. | | |
| 7 | Bid Bond copy (uploaded / by courier). | | |
| 8 | Guarantee Certificate (uploaded / by courier). | | |
| 9 | Documentary evidence required towards meeting Eligibility Criterion | | |
| 10 | Adherence to Tender Terms (Specifications, Suppliability, Delivery, Payment Terms, etc. | | |
| 11 | Techno-Commercial Bid Validity - 90 days from date of Tender Opening and Price Validity upto 60 days from date of Tender Opening | | |
| 13 | If all the following PROFORMAs have been filled completely and submitted B,C,D,E,F | | |

NB: PLEASE UPLOAD ALL ABOVE INFORMATION / DOCUMENTS INTO THE E-PORTAL

(Bidders to mark Y - for submission and N - for non-submission)

(Signature of authorized executive & Seal)

Place:

Date:

FORM - C

NIT No. :

Date :

Format for Technical Specifications

| Item SI No | Material Code | Item Specification | Unit of Measurement | Quantity Tendered |
|------------|---------------|--------------------|---------------------|-------------------|
| 1 | | | | |
| | | | | Total : |

In case the tenderer agrees to supply as per specification indicated in this format, he should write offered as per tender description / specification, in the Table given below. Similarly, any variation in specification offered by the tenderer should be filled in the Blank space provided against each item. If additional space is required please enclose separate sheet.

Description Offered as desired by MMTC or Variation, if any, to be filled in by the Supplier

| | |
|--|--|
| Quantity Variation | |
| Item Spec/ Description | |
| Inspection Guidelines | |
| Criteria for acceptance of material | |
| Other Technical Conditions | |
| Packing | |
| Delivery Conditions | |
| Any other Criteria described in this NIT | |

(Signature & Seal)

Name :

Designation :

Place:

Date:

FORM - D

Format for Basic Information of the Vendor

Enquiry Number : _____ dated _____

| | |
|--|--|
| 1 Company's Name | |
| 2 Ownership Details | |
| 3 Manufacturer/ Distributor/ Dealer | |
| 4 Country of Origin | |
| 5 Port of Shipment | |
| 6 In case of a Joint Venture, details of % wise equity holding | |
| 7 SSI Unit details, if applicable | |
| 8 ISO Status | |
| 9 Whether product is ISI Marked or as per ISI | |
| 10 Contact Person & Designation | |
| 11 Phone No. | |
| 12 Fax No. | |
| 13 E-mail | |
| 14 Financial details of Turnover & profit for the last 3 years | |
| 15. Major Manufacturing Capabilities | |
| 17. Major Customers (Overseas) | |
| 18 The year of inception of the company/ business | |
| 19 Stocking points w.r.t to location of NINL | |
| 20 Bank Account detail : Name & Branch | |
| Account Number | |
| | |
| | |
| | |
| | |
| I hereby certify that all information provided above is correct to the best of my knowledge. | |
| (Signature, name & seal of the authorized person) | |

FORM-E

PROFORMA FOR BANK GUARANTEE FOR EMD

Sub: Global tender No. _____

The General Manager ,
MMTC Limited,
Alok Bharati Complex, 7th Floor,
Sahid Nagar, Bhubaneswar-751007, Odisha

Sir,

WHEREAS, MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007 , Odisha (hereinafter referred to as MMTC) has invited bids vide Global E-Tender No. _____ dated _____ 2019 (hereinafter referred to as Invitation to Bids) for supply of _____

1. 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 US\$ 4,000 (Five Thousand only) in favour of MMTC, Bhubaneswar in the form of a Bank Guarantee of US\$4,000 with a validity till 6 months from date of issue

2. 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, Bhubaneswar up to and not exceeding the sum of US\$ _____ with a validity till _____ 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 sign the purchase contract forwarded by MMTC within three calendar working days.

c) Shall in the event of the offer being accepted by MMTC, bidder shall establish a performance bank guarantee as per the tender.

d) Shall further arrange to ship the confirmed quantities as per the purchase contract as per the delivery schedule.

e) Any other conditions as stipulated by MMTC from time to time.

3. 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, Bhubaneswar, 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 US\$ _____. 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.

4. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 4,000 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.

5. The payment shall be made to MMTC Bhubaneswar across the counter of this bank on the same day of receipt of invocation of this bank guarantee.

6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$4,000 only.

7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.

8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).

9. The liability of this bank shall discharge upon receipt of US\$ 4,000 only by MMTC.

10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially for a period of 6 months and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.

11. This Guarantee is governed by the Laws of India and comes into force forthwith.

12. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature : _____

Name and code : _____

Designation: _____ Seal of the Bank :

FORM-F

PROFORMA FOR PERFORMANCE BANK GUARANTEE

The General Manager,
MMTC Limited, A
Alok Bharati Complex, 7th Floor,
Sahid Nagar, Bhubaneswar-751007

Sirs,

1) WHEREAS, MMTC Limited, , **MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007, Odisha** having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (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 US Dollars _____ 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 US Dollars _____ 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 on the same day of receipt of invocation of this Performance Bank Guarantee.

5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force up till 30.09.2019.



- 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 31.03.2020.
- 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 _____ only by MMTC.
- 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 under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2019

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)