



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

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**CIN NO: L51909DL1963GOI004033**

## **NOTICE INVITING OPEN TENDER**

**No. MMTC/Steel/Sinter/Dom/Tender/2019-20/02 DT: 13<sup>th</sup> FEBRUARY 2020**

**MMTC INVITES OPEN TENDER FROM INTERESTED DOMESTIC BUYERS FOR SALE OF NINL'S SINTER ON EX-NINL PLANT AND "AS IS WHERE IS BASIS". THE LAST DATE FOR SUBMISSION OF BID IS BY 1400 HRS ON 20<sup>TH</sup> FEBRUARY 2020.**

THE COMPLETE DETAILS OF THE TENDER ARE AVAILABLE AT MMTC'S WEBSITE <https://mmtclimited.com>, GOVT.PORTAL <https://eprocure.gov.in> AND MMTC'S E-PROCUREMENT PORTAL <https://mmtc.abcprocure.com> CORRIGENDUM ISSUED, IF ANY, WILL BE HOISTED ON ABOVE WEBSITES ONLY.

**GENERAL MANAGER (STEEL)**

**No. MMTC/Steel/Sinter/Dom/Tender/2019-20/02**

**DT: 13<sup>th</sup> FEBRUARY 2020**

## TERMS AND CONDITIONS OF THE TENDER

- 1.0 COMMODITY: SINTER** manufactured by Neelachal Ispat Nigam Limited (NINL), DUBURI, JAJPUR, ODISHA **on Ex-NINL Plant and AS IS WHERE IS BASIS .**
- 2.0 SIZE, SPECIFICATIONS & QUANTITIES OFFERED:** The details of the specifications and quantities offered are as given in **Annexure-A.**
- 3.0 The analysis report** on the quality of the material furnished by NINL is final and binding on the BUYER.
- 4.0 DELIVERY:** EX-PLANT, NINL, DUBURI, JAJPUR, ODISHA.
- 5.0 DESPATCH:** Despatch shall be done by **RAKE** only.
- 6.0 Earnest Money Deposit (EMD) :**  
**EMD of Rs. 1,00,000/-** (One Lakh only) will be deposited by each bidder irrespective of lots and shall not carry any interest. EMD amount through RTGS/Demand Draft/Pay order/Bankers Cheque issued by any Scheduled / Nationalized Bank in favor of MMTC Limited or the amount may be transferred/deposited in MMTC's Account at Bhubaneswar as per the bank details given below. While submitting the EMD, the participants are requested to mention the name of bank manager, landline phone no. and bank address of the issuing bank. IFSC code of the branch on whom the DD is drawn or the RTGS payment details should also be mentioned.

<b>MMTC BHUBANESHWAR</b>
<b>BANKER NAME AND ADDRESS:</b> STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, ASHOK NAGAR, BHUBANESWAR-751001. ACCOUNT NO.: 10229909115 RTGS CODE: SBIN0006657

- 6.1** EMD submitted shall be retained by MMTC in case of successful bidder and the same would be converted into security deposit (SD). The EMD/SD of the successful bidder shall be released on successful completion of the contract. In case of unsuccessful bidders the EMD will be returned within 10 working days of finalization of the tender.
- 6.2** In case the successful bidder withdraws before the validity of the contract or does not execute the contract as per the terms and conditions of the tender, the EMD/SD will be forfeited.
- 6.3** Tenders not accompanied by requisite EMD shall be treated as invalid and hence will be rejected.

7.0 **Buyer may inspect the materials at NINL Plant before bidding & submitting EMD.**

8.0 **Due Dates:**

Last date & time for submission of bids on or before	<b>20/02/2020 by 1400 hrs.</b>
Opening of Technical Bid	<b>20/02/2020 by 1430 hrs.</b>
Opening of Price Bid *	<b>20/02/2020 by 1630 hrs.</b>

\* The price bids of only those bidders whose technical bids are acceptable will be opened.

9.0 **VALIDITY OF THE BID/OFFER FROM THE BIDDERS:** Bidders must keep their bids **valid for seven (7) calendar days** from the date of closing of tender excluding the date of closing i.e. till 1730 hrs on **27/02/2020**. In case the 7<sup>th</sup> day falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.

10.0 **SUBMISSION OF BIDS:**

10.1 The tender document shall be downloaded from MMTC website [www.mmtclimited.com](http://www.mmtclimited.com), Govt. portal <https://eprocure.gov.in> and MMTC's e-procurement portal <https://mmtc.abcprocure.com>.

10.2 **The bids shall be submitted by either Physical (or) Electronic mode (E-Procurement Portal).**

10.3 **Physical mode:** Sealed bid should be dropped in the tender box kept at MMTC Limited, Bhubaneswar or the same can also be sent through Speed Post/ Courier to the MMTC Limited, Bhubaneswar at the following address:

MMTC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007  
**Contact Person:** Shri. R.N. MARANDI, GM, **Ph. No.** 0674-2544783 **Mob:** 09437019341

10.4 MMTC shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

10.5 Bidders shall quote the rates in figures as well as in words. Corrections if any should be initiated. In case of discrepancy in the value with reference to the unit rate & the quantity vis-à-vis the total amount column, the unit rate quoted in words will be taken as final.

10.6 The tender documents must be duly signed on all the pages as a token of acceptance of all the terms and conditions.

10.7 Bids received through fax/e-mail or bids received after the due date or time will be rejected.

10.8 Earnest Money Deposit in physical form should reach us on or before closing date and time of tender.

10.9 Bids/Offer in line with the above terms and conditions should be submitted online on MMTC's E-Procurement Portal (<https://mmtc.abcprocure.com>) against the respective tender along with scanned copy of duly signed offer on letter head.

Bidders are requested to use their registered user ids to submit quotes. Bidders shall be advised to print and save bid submission receipt after submission of bids.

**10.10 Special Terms and Conditions, technical/Price Bid submitted in Electronic Mode:**

**E-Tender** is available on MMTC e-procurement website **URL:-** <https://mmtc.abcprocure.com/EPROC> for online bidding process. For this, Bidder is required to obtain **minimum Class II Digital Signature** (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal **URL:-** <https://mmtc.abcprocure.com/EPROC> (a onetime activity) independent of each other as given below:

**Procedure for Obtaining Digital Certificate:**

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site **URL:-** <https://mmtc.abcprocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**Note:** Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA and have to register with e-procurement portal <https://mmtc.eproc.in> (a onetime activity). Minimum time to procure DSC is 3 working days.

The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty either mail or talk to the technical support engineer through <https://mmtc.eproc.in> -> contact us/helpdesk. General support and assistance for E-Tender is given in the website <https://mmtc.eproc.in>-> FAQ.

**Procedure for Registering in E-Procurement portal:**

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to **URL: -** <https://mmtc.abcprocure.com/EPROC> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST  
(MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))**

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Himanshu (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

**10.11 Bidders shall submit their offers separately in two-bid format:**

**Part-A - Technical Bid (Annexure-B) (Physical Mode/Electronic mode):**

Technical Bid comprising of:

1. Tender signed on all pages as proof of acceptance of all terms and conditions.
2. EMD by DD or RTGS or Fund Transfer details. Proof & details of requisite EMD.
3. Authority Letter as per **Annexure-D** (if applicable).
4. Mandatory Information Form as attached at **Annexure-E**.
5. Vendor Registration Form as enclosed at **Annexure-F**.
6. Integrity Pact at Annexure-G
7. Copies of PAN/TAN, GST Registration Certificate etc.
8. The applicant shall not have been blacklisted, debarred or banned by any central government or state government agency (IES) / organization (s) on the date of submission of bid.

For submitting technical bid in Physical mode, the signed tender and the EMD should be put together in an envelope super scribing "TECHNICAL BID FOR TENDER NO: **MMTC/Steel/ Sinter/ Dom/Tender/2019-20/02 DT: 13<sup>th</sup> February 2020**" for SINTER.

**Part-B -Price Bid (Annexure-C) (Physical Mode/Electronic mode):**

Lot wise prices are to be quoted in the price bid as per the format given at **Annexure C**. Bidder has to bid for minimum one complete Lot. Part quoting for the Lots will not be permitted. The signed price **MMTC/Steel/ Sinter/ Dom/Tender/2019-20/02** bid should be put in an envelope super scribing "PRICE BID FOR TENDER NO: **MMTC/Steel/ Sinter/ Dom/Tender/2019-20/02 DT: 13<sup>th</sup> FEBRUARY 2020**" for SINTER.

Both the above envelopes, one containing the Technical Bid and the other containing the Price Bid should be put in another envelope super scribing "NIT NO.

**MMTC/Steel/ Sinter/ Dom/Tender/2019-20/02 DT: 13<sup>th</sup> FEBRUARY 2020** for SINTER.

**10.12** The technical bids will be opened as per due date. After scrutiny of technical bids, the price bids of only those bidders whose technical bids are acceptable will be opened and considered further. Incomplete offer or offers received after the closing time and date shall not be accepted.

**10.13** Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures (as per **Annexure-D**).

**11.0** **LETTER OF ACCEPTANCE (LOA):** MMTC shall issue Letter of Acceptance (LOA) to the successful bidder based on the final rates quoted by the successful bidder and upon acceptance of the same by MMTC.

**12.0** MMTC reserves the right to accept or reject any or all the bids 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.

No. **MMTC/Steel/Sinter/Dom/Tender/2019-20/02**

**DT: 13<sup>th</sup> FEBRUARY 2020**

**13.0 PAYMENT AND DELIVERY TERMS:** The Successful bidders shall have to pay/deposit the full amount of the material on Ex-Plant NINL basis along with GST (i.e. 100% value of the material plus applicable GST) **within 5 days from the date of LOA** (Letter of acceptance of offer). A further period of 5 days shall be allowed for deposit of payment on charging interest @ 15% per annum or as notified by MMTC from time to time for the delayed period.

Upon receipt of payment, Delivery Order will be issued. **The material would have to be lifted within the period as specified in the Delivery Order or as may be decided by MMTC.**

All payments shall be made in the form of RTGS/Demand Draft/Pay order/Bankers Cheque issued by any Scheduled / Nationalized Bank in favour of MMTC Limited payable at Bhubaneswar or the amount may be deposited in following MMTC Account at Bhubaneswar.

<b>MMTC BHUBANESHWAR</b>
BANKER NAME AND ADDRESS: STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, ASHOK NAGAR, BHUBANESWAR-751001. ACCOUNT NO.: 10229909115 RTGS CODE: SBIN0006657

- 13.1** MMTC will receive all payments.
- 13.2** For sales on PAN India basis, MMTC will issue invoice.
- 13.3** Unit of Measurement for invoicing would be in Metric Ton.
- 14.0** Material will be dispatched against receipt of 100% value of the material and applicable statutory taxes & duties along with freight, GST wherever applicable.
- 15.0** No return and No Claim after dispatch of SINTER from NINL plant shall be entertained by Seller.
- 16.0** The seller shall not be responsible for any shortages or consequential damages.
- 17.0** Lifting of materials **by ROAD** will be allowed only between 0830 Hrs. to 1700 Hrs on all working days. Buyers shall be required to place vehicles for lifting of materials within 10.30 Hrs. only, within valid lifting period, subject to availability of material. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of Security Deposit (SD).
- 18.0** Weight recorded at the NINL 's weighbridge shall be treated as final.
- 19.0** In case a party bids for multiple lots, the lifting of materials to start from the lots against which the party has quoted the highest bid and then move on to the next lowest bid lots. **Defaulters will not be allowed to participate in two succeeding tenders.**
- 20.0** In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of

delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, **the Buyer shall not be entitled to claim any compensation** for such delay.

- 21.0** While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. Items offered for sale in lot shall be delivered / lifted completely without leaving anything on the ground.
- 22.0** The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses, if required, only **for the items against which loading is in buyer's scope.**
- 23.0** Trucks / Lorries with valid LSGP (Loading Slip cum Gate Pass) shall be allowed inside plant for loading after necessary security check between 830 Hrs. to 1030 Hrs. A route map of loading destinations shall be provided by shipping department, which would be available at Security Gate and would be provided to Truck/Lorry drivers (if required) to guide them to destinations.
- 24.0** Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 25.0** Buyer / their authorized representatives / their authorized transporters shall be allowed only to NINL Sale Coordination Department, LSGP issue office, Weigh-Bridge and Invoice Office to carry out their jobs in connection with lifting of material. They will not be allowed to visit other areas of the plant site.
- 26.0** Once the goods / materials are taken out of the factory gate, buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 27.0** **Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale.
- 28.0** Buyer and his men are subject to the security rule of seller in force while in the seller's premises. The buyer/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the NINL's premises and the buyer shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD.
- 29.0** While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the SELLER/NINL in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the buyer shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the Security Deposit or may stop delivery of the material till payment is made.
- 30.0** SELLER/NINL shall not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials, if required.

- 31.0** If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER/NINL or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER /NINL for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER/NINL fully indemnified from any demand, claims or proceedings thereof.
- 32.0** Any bidder willing to participate in the tender opening process may attend directly or depute their representative through proper authorization on their letterhead (as per **Annexure-D**) with signatures in original clearly stating the name of firm, person, designation and his signatures.
- 33.0** Bidders are requested to register yourself on E-mode with MMTC by filling up all the columns in the form enclosed at **Annexure-F** and the form should be duly signed by the banker. The vendor code will be filled by MMTC. Bidder are also requested to submit the blank cancelled cheque, copy of PAN card, copy of GST registration certificate along with the duly filled form.
- 34.0** **HOLIDAY LISTING:**  
Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.
- 35.0** **FRAUD PREVENTION:**
- 35.1** Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.gov.in>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
- 35.1.1** The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 35.1.2** The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding,



whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**35.1.3** The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

**35.1.4** The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

**35.1.5** The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**35.2** Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

**35.3** Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the equivalent amount.

### **36.0** ARBITRATION:

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be settled by Arbitration by the sole Arbitrator to be appointed by General Manager, Regional Head of MMTC Ltd., Bhubaneswar. The provisions of the Arbitration and Conciliation Act, 1996 with amendments shall be applicable to such arbitration proceedings and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The venue of arbitration shall be Bhubaneswar.

**37.0 FORCE MAJEURE:**

If at any time during the existing of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports) fires floods, explosions, epidemics, strikes or any other labour trouble, embargoes, blockages, Mobilization, 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 engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment 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 exceed one months, either 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 fulfill its obligations under the present contract must within 10 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.

**GENERAL MANAGER (STEEL)**

Ref: No. MMTC/Steel/Sinter/Dom/Tender/2019-20/02 DT: 13<sup>th</sup> FEBRUARY 2020**Typical Specifications of Sinter**

<b>T. Fe</b>	<b>: 55-58%</b>
<b>SiO<sub>2</sub></b>	<b>: 4-5%</b>
<b>Al<sub>2</sub>O<sub>3</sub></b>	<b>: 2-3%</b>
<b>CaO</b>	<b>: 7-9%</b>
<b>MgO</b>	<b>: 1.8-2.5%</b>
<b>FeO</b>	<b>: 9-11%</b>
<b>Basicity</b>	<b>: 1.7-2.1</b>
<b>Ex-Base(CaO-SiO<sub>2</sub>)</b>	<b>: 3-4%</b>
<b>Al<sub>2</sub>O<sub>3</sub>/SiO<sub>2</sub></b>	<b>: 0.40-0.55</b>
<b>+40mm</b>	<b>: 7% Max</b>
<b>-5mm</b>	<b>: 12% Max</b>

*Note: This is typical specification as per sample taken. Bidder is advised to visit stock as sale is on "As-is Where-is -Basis."*

**Ref: No. MMTc/Steel/Sinter/Dom/Tender/2019-20/02  
TECHNICAL BID FORMAT****DT: 13<sup>th</sup> FEBRUARY 2020*****(On Letter Head)***

Name, Address, Tel No, Mobile No, Fax No, E Mail Id etc of the Bidder	
Contact Person	
Company's Profile Attached	Yes/No
Copy of PAN/TAN, GST Registration Certificate etc	Yes/No
Details of EMD submitted	
Audited profit and loss and balance sheet for the year ending 31 <sup>st</sup> March 2019 attached	Yes/No
Credit Rating report latest by 31 <sup>st</sup> March 2019 attached	Yes/No
All terms and conditions acceptable with tender signed on all pages	Yes/No
The applicant shall not have been blacklisted, debarred or banned by any central government or state government agency (IES) / organization (s) on the date of submission of bid.	

**Signature of the bidder \_\_\_\_\_****Name \_\_\_\_\_****Designation \_\_\_\_\_****Date: \_\_\_\_\_****No. MMTc/Steel/Sinter/Dom/Tender/2019-20/02****DT: 13<sup>th</sup> FEBRUARY 2020**

## Annexure - C

Ref: No. MMTC/Steel/Sinter/Dom/Tender/2019-20/02 DT: 13<sup>th</sup> FEBRUARY 2020

### PRICE BID

1	PRODUCT	SINTER ON EX-NINL PLANT BASIS
2	Name, Address, Tel No, Fax No, E Mail Id etc., of the Bidder	

3	Lot No	Lot Size Qty. to be quoted (MT)	Price Quoted, (Ex-plant NINL exclusive of GST/ Freight/ Excise duty/other Statutory taxes/levies as applicable.
	1	One rake ( 3500 MT)	Rs _____ PMT In words Rs. _____ PMT
	2	One rake (3500 MT)	Rs _____ PMT In words Rs. _____ PMT
	3	One rake (3500 MT)	Rs _____ PMT In words Rs. _____ PMT

*Validity of price up to 1730 HRS (IST) of 27/2/2020 or As per Corrigendum/ Addendum issued, if any*

**Signature of the bidder**

**Name:**

**Designation:**

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

No. MMTC/Steel/Sinter/Dom/Tender/2019-20/02

DT: 13<sup>th</sup> FEBRUARY 2020

**FORMAT FOR AUTHORISATION LETTER TO BE SUBMITTED BY THE PRINCIPALS ON  
LETTER HEAD (IN ORIGINAL)**

**Ref: No. MMTC/Steel/Sinter/Dom/Tender/2019-20/02 DT: 13<sup>th</sup> FEBRUARY 2020**

DATE:

To,  
General Manager,  
MMTC Limited,  
Regional Office, Bhubaneswar.

Dear Sir,

**Sub: Authorization to Agent for participation in Tender -Reg.**

**Ref: MMTC Notice Inviting Tender No: \_\_\_\_\_ Dated \_\_\_\_\_.**

This is with reference to your Notice Inviting Tender (NIT) bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ regarding authorization.

In this connection, we M/s. \_\_\_\_\_ (name & Address) as Principal, hereby authorize Shri \_\_\_\_\_ (name & Address), on behalf of us to quote/submit/participate in the above referred tender bearing No. \_\_\_\_\_ Dated \_\_\_\_\_.

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

Thanking you.

Yours faithfully,

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

Signature of Authorised person  
(M/s. \_\_\_\_\_ )

Name and Designation:

**MANDATORY INFORMATION****COMPANY DETAILS:**

Company Name :	
Registration No. :	
PAN No. / TAN No./GST No. :	
Registered Address :	
Names of Partners / Directors :	
Bidder Type :	Indian / Foreign
City :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

**Company's Contact Person's Details:**

Contact Name :	
Date of Birth :	
Correspondence e-mail ID :	
Designation :	
Phone No. :	
Mobile No. :	

Signature of bidder : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

**PROFORMA**  
**Details to be furnished on Vendor/Customer Letter Head**

Vendor Code 

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The Banking/Account details are as furnished below:

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

1 Bank Account No.	
2 RTGS/NEFT IFSC Code	
3 Bank Name	
4 Bank Branch Name	
5 Branch code	
6 Account Type (Saving/Current)(SA/CA)	
7 E-mail ID(if any) Of Vendors	

A blank cancelled cheque has been enclosed herewith

Thanking you,

**Certified by Bank regarding Banking Details**

(Vendor's Signature & Seal)

(Bank Seal & Signature of Bank official )



**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 Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measures 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

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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 an accessory 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)/Vender(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)/Vender(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.

#### **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 option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, 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.

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**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: