

**A Govt. of India Enterprise**  
***Touching Lives, adding value***  
(Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road)  
New Delhi – 110 003 (India)  
Tel. NO. 011- 24381285/ Fax No: 011-24364105

**NOTICE INVITING TENDER**

**NO.: TENDER NO.MMTC/STEEL/TENDER/17-18/SCC-18 DATED:  
16/02/2018**

MMTC invites Tender for Domestic Purchase of Soft Coking Coal for a quantity of 3 to 5 Railway Rakes (3 firm, 2 additional rakes at MMTC's option) at Buyer's option from Interested Parties. The techno-commercial bids and Price bids have to be submitted physically by 1500 Hrs. IST on 22<sup>nd</sup> February, 2018.

The complete details of the Tender enquiry are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) or <http://eprocure.gov.in/cppp/> or [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM).

**NIT No.MMTC/STEEL/17-18/SCC-18 dated 16.02.2018**

Last Date of Submission of Bids: 22/02/2018 at 1500 Hours.

**OPEN NOTICE INVITING TENDER (NIT) FOR DOMESTIC PURCHASE OF IMPORTED SOFT COKING COAL**

MMTC Limited, A Government of India Enterprise, having its Corporate Office at Core-I, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 invites open tender in **two bid** system from suppliers/traders for supply of imported washed Soft coking coal (size 0-50mm) for a quantity of 3 (firm) and 2 (optional) Rakes at Buyer's option. Coking Coal to be delivered at integrated steel plant, M/s.Neelachal Ispat Nigam Limited (hereinafter called NINL), at Kalinga Nagar Industrial Complex, Duburi - 755 026, Jajpur, Odisha.

The Bidders are required to submit their sealed bids as per following schedule:

<b>DUE DATE FOR SUBMISSION OF BOTH TECHNICAL AND PRICE BIDS</b>	<b>1500 HRS – 22<sup>nd</sup> February, 2018</b>
<b>DATE AND TIME FOR OPENING OF TECHNICAL BIDS</b>	<b>1515 HRS – 22<sup>nd</sup> February, 2018</b>
<b>DATE AND TIME FOR OPENING OF PRICE BIDS (Tentative)</b>	<b>1500 HRS – 23<sup>rd</sup> February, 2018</b>
<b>OFFERS TO BE VALID UPTO</b>	<b>Till 1730 HRS IST on 2<sup>nd</sup> March, 2018</b>
<b>DELIVERY</b>	<b>Prompt delivery. The delivery shall be made only by railway rake(s). The delivery shall be completed by 10<sup>th</sup> March, 2018. Part Shipments allowed. Delivery at NINL Plant, Duburi, Jajpur District, Odisha.</b>

The offer (s) is / are required to be submitted in **two separate sealed envelopes** i.e. one for "Technical bid" containing documents as mentioned under Eligibility Criteria including signed technical-bid portion on each page of this tender as a mark of acceptance and second for "Price Bid" containing only quoted price per MT in INR for material tendered with name of loading station and price per MT, delivered at NINL Plant, Duburi, Jajpur District, Odisha. The entire information to be mentioned in technical bid and price bid should be type written/downloaded from website without any change. Any deviation from the above procedure in submission of bids, will incur rejection of the bids straightway. Bidders can depute their authorized representatives during opening of technical and price bids, if they desire.

In case bidders fail to depute their representative during such opening of bids, no subsequent representation would be entertained relating to the tender process. This NIT is available in MMTC & Govt. Web site i.e. ([www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) & <http://eprocure.gov.in/> & [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM)).

The NIT can be downloaded from the websites and the bidders are required to submit the bids as per tender so downloaded without any change/ modification/ alteration/ deletion etc. In case of any deviations in terms and conditions come to the notice of MMTC at any stage, the bid will be rejected.

The complete details of the tender enquiry are available at MMTC's website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in), Govt. of India website (<http://eprocure.gov.in>) and [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM).

**SUBMISSION OF BIDS:** BIDS ARE TO BE SUBMITTED THROUGH **ELECTRONIC MODE** FOR WHICH BIDDERS MAY LOG ON TO WEBSITE [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM) (**OR**) THROUGH **PHYSICAL MODE** FOR WHICH BIDDERS HAVE TO SUBMIT THEIR BIDS IN SEALED COVERS IN TWO PARTS AS MENTIONED BELOW:

**PART-I**

**TECHNICAL BID (PHYSICAL MODE):**

**TECHNICAL BID COMPRISING OF:**

A. TENDER DOCUMENT TO BE SIGNED IN ORIGINAL AND STAMPED ON ALL PAGES AS PROOF OF ACCEPTANCE OF ALL TERMS AND CONDITIONS.

B. PROFILE OF THE COMPANY, VIZ. PUBLIC LTD/ PRIVATE LTD/ PARTNERSHIP / PROPRIETARY CONCERN WITH DETAILS OF CONTACT PERSON, PHONE, FAX, E-MAIL ADDRESS, ETC.

C. EMD DETAILS.

D. BIDDER SHALL ENCLOSE AN AUDITOR'S CERTIFICATE INDICATING (i) ANNUAL TURNOVER (ii) NET WORTH AS ON LAST ANNUAL BALANCE SHEET AND (iii) PAST EXPERIENCE. PLEASE ENCLOSE ANNUAL FINANCIAL STATEMENT ALSO.

E. PENALTY FOR DEVIATION FOR COKING COAL OFFERED/PENALTIES FOR EVALUATION OF OFFERS FOR COKING COAL OFFERED AS **ANNEXURE-I**.

F. PERFORMANCE BANK GUARANTEE AS **ANNEXURE-II**

G. AUTHORITY LETTER IN ORIGINAL AS PER **ANNEXURE-III** (IF APPLICABLE). NOTE:- SCANNED COPY WITHOUT SIGNATURE BY AUTHORISED REPRESENTATIVE AND WITHOUT STAMP SHALL NOT BE ACCEPTED.

H. INTEGRITY PACT AS ENCLOSED AS **ANNEXURE-IV**.

I. MANDATORY INFORMATION OF BIDDER AS ENCLOSED AS **ANNEXURE-V**.

J. VENDOR ACCOUNT REGISTRATION FORM AS ENCLOSED AS **ANNEXURE-VI**.

K. BIDDERS SHALL ENCLOSE A BANK REFERENCE CERTIFICATE REPORT ISSUED ON OR AFTER 31<sup>st</sup> March, 2017.

*IN EARLIER TENDERS DURING THE FINANCIAL YEAR 2017-18, THOSE BIDDERS WHO HAVE SUBMITTED DOCUMENTS MENTIONED AT 'B', 'D', 'I', 'J' and 'K' ABOVE, ARE EXEMPTED FROM SUBMISSION OF THE SAME.*

**PART-II**

**PRICE BID (ELECTRONIC MODE (OR) PHYSICAL MODE):**

IN CASE THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC MODE, THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE GIVEN IN PART II OF THIS TENDER DOCUMENT. THE PRICE BID SHOULD BE PUT IN AN ENVELOPE SUPER SCRIBING "PRICE BID FOR TENDER NO. MMTC/STEEL/TENDER/17-18/SCC-18 DATED 16.02.2018.

BOTH THE ENVELOPES, ONE CONTAINING THE TECHNICAL BID AND EMD AND THE OTHER CONTAINING THE PRICE BID (IN CASE OF PHYSICAL MODE) SHOULD BE PUT UP IN ANOTHER ENVELOPE SUPER SCRIBING "TENDER NO. MMTC/STEEL/TENDER/17-18/SCC-18 DATED 16.02.2018 FOR IMPORTED SOFT COKING COAL."

SEALED BIDS SHOULD BE DROPPED IN THE TENDER BOX KEPT AT MMTC LIMITED, CORPORATE OFFICE, NEW DELHI OR THE SAME CAN ALSO BE SENT THROUGH SPEED POST/COURIER TO ADDITIONAL GENERAL MANAGER, COKING COAL, MMTC LIMITED, CORPORATE OFFICE, NEW DELHI AT THE FOLLOWING ADDRESS: MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110 003.

**CONTACT PERSON:** AGM, PH.NO. 011- 24381285

• **SPECIAL TERMS & CONDITIONS FOR E-TENDER:**

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcprocure.com)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.
2. THE BIDDER SHOULD HAVE LEGALLY VALID CLASS III DIGITAL SIGNATURE CERTIFICATE FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDER SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.  
**NOTE:** AFTER SUCCESSFUL SUBMISSION OF REGISTRATION DETAILS. PLEASE CONTACT M/S E-PROCUREMENT TECHNOLOGIES LIMITED (EPTL) (AS GIVEN BELOW), TO GET YOUR REGISTRATION ACCEPTED/ACTIVATED.

E-TENDERING REGISTRATION, DIGITAL SIGNATURE, USER ID / PROFILE ACTIVATION QUERIES	MR. HIMALAYA VAISHNAV	+91-9099090830/ +91-(79)-40016811 / 66 / 40 / 48	<a href="mailto:HIMALAY@ABCPROCURE.COM">HIMALAY@ABCPROCURE.COM</a>  <a href="mailto:INFO@ABCPROCURE.COM">INFO@ABCPROCURE.COM</a>
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4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.

5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 9.0 (32 BIT BROWSER ONLY) AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS VISTA / 7 AND ABOVE.
  - Operating System should be Windows Vista / Windows 7 and above.
  - System Access with Administrator Rights
  - Good Internet Connection.
  - Microsoft Internet Explorer 9.0 (32 bit browser only) or above
  - Valid Digital Signature Certificate(s) for users.
  - Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
    - Please enable ActiveX Controls & Plug-ins. (Tools → Internet Options → Security → Custom Level) - **Mandatory**
    - Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools→Internet Option → Security→ Trusted Sites→Sites→ Add this URL → Close) - **Mandatory**
    - Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
  - For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>
6. VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.
7. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST</b>		
<b>(MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Dedicated helpdesk for MMTC</b>		
Name	Email	Phone numbers
<b>Mr. Abhijeet Goware</b>	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>	+91- 9265562826
<b>e-Tendering Services (Uploading / Bidding)</b>		
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	079-40270507 / 91-9374519729
Kapil Purohit	<a href="mailto:kapil.purohit@eptl.in">kapil.purohit@eptl.in</a>	079-40270564
Rahul Dixit	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>	079-40270555
Radhika Chauhan	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>	079-40270566
-	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>	

**MMTC RESERVES THE RIGHT TO CANCEL THIS TENDER WITHOUT ASSIGNING ANY REASON.**

**PART- I TECHNICAL BID**

**CLAUSE 1**

**ELIGIBILITY CRITERIA**

In order to become eligible to participate in the above Tender prospective bidder(s) must submit self attested copies of following documents along with Technical Bid :-

(i) Self certification of copy of Bill of Lading of imports giving details of the origin and the source of supply. (ii) In case the Seller/ is offering imported cargo which is in transit, a copy of the Load Port Analysis Report carried out by a Independent Inspection Agency of repute at Load Port needs to be submitted. Disport analysis report needs to be submitted after it is available. (iii) If the material is within India and the same is being offered, Load port analysis report as well as disport analysis report needs to be submitted certifying the specifications of the cargo (iv) PAN card; (v) GST registration certificate (vi) Local / Registered Office address with FAX /E-mail ID/ Telephone number (vii) The deliveries shall be effected only by Railway rakes to NINL Plant and the name of the loading station should be clearly specified in the bid. (viii) All the pages of the tender notice i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions.

EMD of Rs.20 Lakhs needs to be submitted in the form of Demand Draft/Banker's Cheque favouring MMTC Limited, payable at New Delhi or through RTGS favouring MMTC Limited, New Delhi. RTGS A/C details are as under:-

**MMTC Limited**  
**Bank: State Bank of India,**  
**Branch: CAG Branch, New Delhi**  
**A/c No.: 10813608375**  
**IFSC Code: SBIN0009996**

In case wrong information with regard to the eligibility criteria or otherwise is furnished by any bidding party, the bidder shall be debarred from entering into any commercial transaction of any nature with MMTC for a period of one year which can be extended up to three years.

## CLAUSE 2

### SALIENT FEATURES OF NIT: TECHNICAL SPECIFICATIONS FOR COKING COAL (SIZE 0-50 MM)

SL. NO.	TECHNICAL PARTICULARS	GRADE -III	
		DESIRED	ABSOLUTE
1	a) Size	0 to 50 mm	
	b) Fraction below 0.5 mm	25% max.	35% max.
2	Total Moisture (on as received basis)	10% max.	12% max.
3	Proximate Analysis (on air dried basis) (BS 1016 - 1973 Part 3)		
	a) Volatile Matter	24 to 32%	35% max.
	b) Ash	8.9% max.	10.5% max.
	c) Inherent Moisture	1.5% max.	2% max.
	d) Fixed Carbon	By Difference	
4	a) Phosphorus (BS 1016 - 1973)	0.08% max.	
	b) Sulphur (BS 1016 - 1973)	0.6% max.	1% max.
5	Crucible Swelling Number (CSN)	3 min	
6	a) Mean Max Reflectance (ISO 7404)	0.85 to 1.15	0.85 min
	b) Vitrinite Percentage (ISO 7404)	45 min	45 min
	c) Vitrinite distribution V9 to V14 (ISO 7404)		
	d) Gieseler Plastometer Test (ASTM D-2639) Maximum Fluidity (ddpm)	200 min	

In the event of deviation from the above specifications, MMTC/NINL reserves right to cancel entire or part of the Purchase Order with / or without penalties.



### **CLAUSE 3**

#### **Quantity & Delivery period**

Quantity of 3 to 5 Railway Rakes (3 firm and 2 additional at MMTC's option, each rake consisting about 3800 MT) of the coking coal offered at Buyer's option. Delivery shall start immediately after placing the order by MMTC. Delivery shall be completed by 10<sup>th</sup> March, 2018. However due consideration will be given to RRs if the seller has already filed a Railway Indent but rake allocation is not made by Railways. In such cases there will be no penalty under liquidity damages provided seller submits supporting documents to the satisfaction of MMTC/NINL that requisite material is available at load point. Quantities can be increased or decreased at MMTC's option during the above period. Further, MMTC reserves right to extend the delivery period as per requirement of NINL.

MMTC reserves the right to accept or reject any or all bids or to re-tender at MMTC's sole discretion without assigning any reasons.

### **CLAUSE 4**

#### **Destination**

By Rake: Designated Railway Siding of Neelachal Ispat Nigam Limited, Duburi (Siding Code-NINS), Sukinda Road Railway Station, Distt. Jajpur, Odisha.

### **CLAUSE 5**

#### **Preloading**

Seller has to ensure loading of material in the wagons fit for loading of coking coal and arrange packing of doors properly to prevent loss of cargo en-route destination. The seller must clean each and every wagon before loading of the material to avoid any contamination of material.

### **CLAUSE 6**

#### **Price**

Price shall be in Indian Rupees per MT delivered at NINL Plant Railway Siding and clearly specifying the name of the loading station. The price shall be inclusive of GST/all other taxes, duties etc.

Seller shall raise the sale invoice on 'MMTC Bhubaneswar', who shall issue the Purchase Order.

### **CLAUSE 7**

#### **Penalty**

Penalties shall be imposed by the Buyer on Seller as per details given in **Annexure I**. In case of any short supply in the agreed quantity, Buyer shall levy a Penalty of 5% of the value of short delivered quantity on the Seller.

### **CLAUSE 8**

#### **Weight**

Quantity shall be final at destination at NINL plant and shall be determined as per the weight at NINL Plant rail weigh bridge.

### **CLAUSE 9**

#### **Sampling and Analysis of cargo**

Rake-wise Sampling and Analysis will be conducted at NINL plant, Duburi, by an approved / recognized Public Analyst appointed by MMTC/NINL, who shall draw samples and analyze for the quantity delivered by the seller. The Public Analyst shall determine the

specifications (Chemical and Physical) of the coking coal. The Public Analyst shall provide an analysis certificate showing detailed analysis results.

The Public Analyst shall prepare five sample packets. The Seller and Buyer are free to nominate their representatives to witness the sampling and sealing process of the sample packets. Out of above, two sample packets will be handed over to the representative of buyer, one to seller's representative and one will be retained by the Public Analyst to conduct the analysis. In case recourse has to be taken for umpire analysis, the fifth set of sample packets (i.e. the umpire's sample) preserved under the safe custody of the analyst concerned, will be used.

Cost of such sampling / analysis by the public analyst will be to the seller's account.

**Alternatively** the Seller can accept the Analysis Report as determined at NINL Laboratory in NINL plant at Duburi.

#### **CLAUSE 10**

##### **Payment**

The Buyer shall at a time establish Letter of Credit (LC) covering value of one rake and after successful delivery of the same, the value of the LC will be increased or the buyer will establish a fresh LC for subsequent rakes. 80% provisional payment covered under the LC will be released basis RR weight certificate, load port analysis certificate and Seller's Invoice. The balance 20% payment covered under the LC will be released basis NINL plant weighment report and third party analysis certificate.

#### **CLAUSE 11**

##### **Default in Delivery**

In the event of any default in the delivery schedule or non-performance of the contract by the Seller, the Buyer reserves the right to forfeit the Performance Bank Guarantee.

#### **CLAUSE 12**

##### **Performance Bank Guarantee (PBG)**

PBG for 5% of total cargo value to be submitted by the Seller within 3 working days from the date of issue of purchase order.

Performance Bank Guarantee (PBG) shall be kept valid for three months from the date of issue of the Purchase Order. PBG shall be opened in favour of MMTC Bhubaneswar.

MMTC can extend the delivery period at its sole discretion beyond 10<sup>th</sup> March, 2018.

MMTC shall issue the purchase order and the pro-forma of the Performance Bank Guarantee is as per Annexure II.

Bidders are requested to forward the banking details as under to the PBG issuing Bank at the time of getting PBG issued. This is done to obtain the confirmation of the PBG issued through SFMS (Structural Financial Messaging System):

**"State Bank of India**

**Commercial Branch, Ashok Nagar, Bhubaneswar**

**A/C No.:10229909115**

**IFS Code: SBIN0006657"**

On receipt of Performance Bank Guarantee, EMD shall be returned to the successful bidder. Un-successful bidder(s) shall also get back their EMD(s) after Purchase Order is issued to the successful bidder.

### **CLAUSE 13**

**Arbitration** : Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation of this contract or validity or breach thereof shall be settled by Arbitration by Sole-Arbitrator to be nominated by the General Manager, MMTC, Bhubaneswar. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The Venue of the arbitration shall be Bhubaneswar, Odisha. The law governing this Purchase Order shall be laws of Arbitration and Conciliation Act 1996 and its subsequent amendments. The language of Arbitration shall be English. All disputes shall be subject to the jurisdiction of the competent courts of Bhubneswar, India.

### **CLAUSE 14**

#### **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 fulfilment 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.

The delivery period in respect of undelivered quantities may be extended at Buyer's option.

If no mutual agreement for extension of time for supply of cargo is arrived at, the contract may be terminated at the option of the buyer without any liability.

### **CLAUSE 15**

#### **Authorisation of Agent/Representative**

For the bid submitted by agent / representatives, the name, address & bank attested specimen signature of their principal is to be furnished along with a letter of authority issued by the principal authorizing the agent/representatives to participate on their behalf.

## **CLAUSE 16**

### **Contract**

Tender documents shall be signed by the bidder on each page and furnished along the Technical Bid as token acceptance of the terms and conditions. One copy of the Purchase Order(s) to be issued by buyer to the successful bidder(s) shall also be duly stamped & signed by the supplier & submitted to buyer.

## **CLAUSE 17**

### **Submission of Tender Bid**

The bid (s) is/are to be submitted in the following manner:

- (a) **Techno-Commercial Bid:** As per details given in Clause under Eligibility Criteria.
- (b) **Price Bid:** Price per MT in Indian Rupees clearly specifying the name of the loading station.

Both the envelopes super scribing **Part – I** and **Part-II** separately for Tender NIT No.MMTC/STEEL/17-18/SCC-18 dated 16/02/2018 for supply of Soft Coking Coal are to be put in one sealed envelope. The envelopes should be addressed to Addl. General Manager (Coking Coal) and be dropped in a sealed condition in the Tender Box kept on 3<sup>rd</sup> Floor, MMTC Limited, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003.

## **CLAUSE 18**

### **General Conditions:**

- (a) For evaluation of the bid, the landed cost at NINL plant, Duburi, Jajpur, Odisha shall be considered.
- (b) Buyer reserves the right to cancel or, reject any or all bids without assigning any reason whatsoever and the decision of Buyer in this respect shall be final and binding and shall not be liable to be questioned in any court or before any authority.
- (d) 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.
- (e) Incomplete offer or offers received after the closing time and date shall not be accepted. Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of successful bidder (technical) will be opened as per due date. Any bidder willing to participate in the tender opening process may attend directly or depute their representative. EMD of the unsuccessful bidder will be returned back and for the successful bidders it will be retained and returned after successful completion of the contract.
- (f) Proper authorisation on their letterhead with signatures in original clearly stating the name of firm, person, designation and his/her signatures (as per Annexure-III).
- (g) The Seller is an independent legal entity with power and authority to enter into contracts solely on its own behalf under applicable Laws of India and general principles of contract Laws. Government of India is not a party to any agreement as per these terms and conditions and is not and shall not be liable for any acts, omissions, commissions breaches or other wrongs arising out of any agreement as per these terms and conditions and the

BUYER shall waive, release and forego any and all actions for claims including loss claims, impleads claims or counter claims against Government of India arising out of this contract and shall not sue the Government of India as to any manner, cause of action or thing whatsoever arising of or under this agreement.

(h) MODIFICATIONS/WAIVERS: No change in respect of these terms and conditions are valid unless both the parties agree the same to in writing. All previous negotiations/ understandings between parties are cancelled while entering into an agreement as per these terms and conditions. Failure to enforce any conditions hereunder contained shall neither be deemed as waiver of the conditions itself nor authorize any subsequent breach thereof.

#### **CLAUSE 19**

##### **Termination of Contract**

The buyer may at any point of time by notice in writing summarily terminate the contract without any complain whatsoever from the seller.

i) In the event of insolvency of the seller/insolvency of any partner of the seller's firm/dissolution of the seller's firm/winding up of the sellers company on appointment of receiver.

ii) If the seller commits the breach of the contract even though not specifically provided for herein, provided always that such determination shall not prejudice any right of action or remedy which shall accrue or shall accrue thereafter to the buyer and provided also that the seller shall be liable to compensate the buyer for damages, claims, losses and expenses etc.

#### **CLAUSE 20**

##### **Validity**

The tendered price shall be kept valid till 1730 HRS on 2<sup>nd</sup> March, 2018 from the date of opening of the tender (price bid), for acceptance by buyer.

The details of tender will be available in the MMTC website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) & Govt e-procurement portal [www.eprocure.gov.in/cppp/](http://www.eprocure.gov.in/cppp/) or [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM).

#### **CLAUSE 21**

##### **Integrity Pact**

Seller will have to sign Integrity Pact with the buyer which shall be an integral part of contract between Buyer and Seller.

#### **CLAUSE 22**

##### **FRAUD PREVENTION**

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> (<http://mmtclimited.gov.in/>)) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC. (a) The Bidder(s)/Contractor(s)/Buyer(s)/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. (b) 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. (c) 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. (d) 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. (e) 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.

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.
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 amount equivalent to Performance Bank Guarantee.

### **CLAUSE 23**

#### **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.

**PART-II**

**PRICE BID PROFORMA**

**Price**

Price Rs. \_\_\_\_\_ per MT inclusive of GST/all other statutory taxes,duties,levies etc. delivered at NINL Plant railway siding clearly specifying the name of the loading station.

The Brand and Origin of coking coal for which the above price is offered:  
\_\_\_\_\_.

MMTC shall be the Buyer and Seller shall raise the sale invoice on MMTC, Bhubaneswar, who shall issue the Purchase Order.

The price offered shall remain valid till 1730 hrs. on 2<sup>nd</sup> March, 2018 for acceptance by buyer.

Place: \_\_\_\_\_ Signature of the Bidder with Official Seal

Date: \_\_\_\_\_

**TENDER NO.MMTC/STEEL/TENDER/17-18/SCC-18 DATED: 16/02/2018**

**PENALTY FOR DEVIATION FOR COKING COAL OFFERED/ PENALTIES FOR EVALUATION OF OFFERS FOR COKING COAL OFFERED (For Domestic Suppliers)**

Sl. No	Technical Particulars	Basis for application of <b>Penalty</b> in price for evaluation of <b>Guaranteed Specifications</b>	Penalty in price in INR per MT
1	2	3	4
(i)	Ash	Penalty for every increase of 0.5% (Fractions pro-rata) in Ash Content in excess of guaranteed limit of <b>8.90%</b> upto absolute Maximum Tolerance Limit.	INR 75 (Indian Rupees Seventy five only )
(ii)	Sulphur	Penalty for every increase of 0.1% (fractions pro-rata) in Sulphur content, in excess of guaranteed Limit of <b>0.60%</b> upto absolute maximum tolerance limit.	INR 60 (Indian rupees sixty only)
(iii)	Moisture	Where the Total Moisture (on "As received" basis) in the MATERIALS as disclosed in the "Certificate of Sampling and Analysis" at Load port exceeds Guaranteed limit ( <b>10%</b> ), the Invoice Weight shall be reduced by the excess percentage of Total Moisture over Guaranteed limit @ 1.3% for every 1.00% increase over Guaranteed limit (fractions pro-rata), upto an Absolute Maximum Tolerance Limit of <b>12 %</b> . Material with Total Moisture content exceeding Absolute Maximum Tolerance limit of <b>12%</b> should not be supplied in any case.	
No bonus/increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the seller.			



**PERFORMANCE BANK GUARANTEE**

MMTC LIMITED  
ALOK BHARTI COMPLEX,  
7TH FLOOR, SAHID NAGAR,  
BHUBANESHWAR - 751007, ODISHA.

1. WHEREAS, MMTC LIMITED, ALOK BHARTI COMPLEX, 7<sup>TH</sup> FLOOR, SAHID NAGAR, BHUBANESHWAR-751007, ODISHA, INDIA (hereinafter called MMTC) have entered into contract No.....DATED (hereinafter called the CONTRACT) for.....with M/s (name).....address.....(hereinafter called the Seller).
2. AND WHEREAS the "Seller" 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 INR .....
3. AND WHEREAS at the request of M/s .....(Name of the Seller) We.....(Name & Address of the Bank) do hereby irrevocably and unconditionally guarantee and undertake payment to MMTC Ltd., New Delhi immediately on demand upto and not exceeding the sum of INR .....(payable by the "Seller" in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the "Seller" 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 MMTC, not exceeding the sum of Rupees.....only without any demur, delay, protest and without any reference to recourse to M/s.....(bidder) notwithstanding any dispute raised by .....(bidder) in any suit proceedings relating there to 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 immediately on receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to INR .....). Our guarantee shall remain in force until.....(date).
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 .....(expiry date.)
7. Your letter of demand in writing duly signed and sealed by the authorized signatory of MMTC Ltd 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. We further agree that MMTC shall have the fullest liberty without our consent and without effecting any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the .....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 .....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 variations or extension being granted to the said M/s.....

9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s (Seller).
10. The liability of this bank under this guarantee shall be discharged upon receipt of INR .....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 is governed by the Laws of India and comes into force forthwith.
13. 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 to him by the Bank.
14. The bank Guarantee is subject to Uniform Rules for Demand Guarantees 758 (URDG758).

**SIGNED/ISSUED at AND DELIVERED THIS .....DAY OF .....2018**

Yours faithfully,  
For & on behalf of....

(Bank)  
address  
(BANKER'S SEAL)

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

Ref: MMTC/

DATE:

To,  
Addl. General Manager (Coking Coal)  
MMTC Limited,  
New Delhi

**Sub: Authorization to Agent for submission / participation in Tender –Reg.**

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

Dear Sir,

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 appoint / authorize M/s \_\_\_\_\_ (name & Address), as an Agency on behalf of us to quote/submit/participate in the above referred e-tender bearing No. \_\_\_\_\_ Dated \_\_\_\_\_. Further, our agent will enter/ sign the contract with MMTC on acceptance of our e-tender. We hereby undertake that we as a Principal hold full responsibility for all acts/ deeds of M/s \_\_\_\_\_ in connection with this e-tender.

Thanking you.

Yours faithfully,

(Signature & Seal of the Authorized signatory of the Principal)  
Signature of Authorised person  
( M/s. \_\_\_\_\_ )

**INTEGRITY PACT**

BETWEEN

MMTC LIMITED HEREINAFTER REFERRED TO AS “MMTC”,

AND

..... 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.

**SECTION 1 – 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 A 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 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 THE 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 LAWS OF INDIA; FURTHER THE BUYER(S) /VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION 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 HIS 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 CAUSED 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 FORM 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 THIS 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 THIS 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 REPRESENTATIVES 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, A SUBSTANTIATED 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 A 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)

(OFFICE SEAL)

PLACE : \_\_\_\_\_

\_\_\_\_\_

WITNESS 1 : \_\_\_\_\_

\_\_\_\_\_

NAME : \_\_\_\_\_

\_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(FOR & ON BEHALF OF BUYER/  
 VENDOR/BIDDER)

(OFFICE SEAL)

DATE :

WITNESS 2 :

NAME

ADDRESS



**ANNEXURE-V**

**TENDER NO.MMTC/STEEL/TENDER/17-18/SCC-18 DATED: 16/02/2018**

**MANDATORY INFORMATION OF BIDDER**

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
PAN NO / TAN NO	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	

Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: \_\_\_\_\_

Name

Designation

