



(Core -1, SCOPE Complex, 7, Institutional Area, Lodi Road)
New Delhi 110003 (India)

Tel. No. 011-24381520 / Fax No. 011-24364105/24364106

Website : www.mmtclimited.com E-mail : abhay@mmtclimited.com

No. MMTC/STEEL/C TAR /PC/2019-20/07

Date: 13/03/2020

PRICE CIRCULAR

SUB: DOMESTIC SALE OF NINL CRUDE COAL TAR FOR A QUANTITY OF 1200 MT (EX-NINL PLANT BASIS) ON 'AS IS WHERE IS & ON NO COMPLAINT BASIS'

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

A. Specifications of NINL's CRUDE COAL TAR (Qty. = 1200 MT)

Moisture	Sp. Gravity	Pitch
0-5% Max.	1.15 – 1.2	52 -55%

B. Price of CRUDE COAL TAR :

S. No.	Quantity (MT)	Price (Rs./PMT) Ex-Plant	Payment/Booking
1	1200 MT	Rs. 19,500/- PMT	100 % advance payment for the qty. required in the form of Demand Draft/Pay Order / Bankers Cheque issued by any scheduled / Nationalized Bank in favour of MMTC Ltd. payable at Bhubaneswar / Kolkata of MMTC. Payment may also be made through RTGS/NEFT etc. to Regional Offices of MMTC Bhubaneswar / Kolkata account.

NOTE :- "Moisture Content 5% average on lot basis (In order to compensate the excess moisture over and above 5% average on lot, necessary rebate shall be extended on pro-rate basis").

TERMS AND CONDITIONS

1. Delivery allowed by both Road and Rail.
2. If delivery through Railway Rakes: invoicing on actual weight of the material. However, freight will be charged as per RR on chargeable weight basis.
3. The above prices are exclusive of any kind of statutory duties, GST, freight and etc. and the same shall be paid by the buyer alongwith the cost of material at the time of making 100% payment i.e. within the validity of this Price Circular.

4. Quantities will be sold subject to re-confirmation by MMTC. Moreover, MMTC reserves the right to allocate quantity subject to availability of material at NINL Plant.
5. Payment can be deposited by the buyer at any of the MMTC locations mentioned below. The payment to include 100% value of material + GST and freight as and wherever applicable.

R.N.Marndi General Manager MMTC Limited, Regional Office : Bhubaneswar Alok Bharati Complex, Sahid Nagar, Bhubaneswar-751007 Tele : 0674-2544783/Cell : 09437019341 E-mail : rnm@mmtclimited.com	A.Hembram General Manager MMTC Limited, Regional Office : Kolkata NIC Building, 4 th Floor, 8, India Exchange Place, Kolkata - 700-001, West Bengal Tele : 033-22546003/ 9830155721 E-mail : ahembram@mmtclimited.com
BANKER NAME AND ADDRESS: STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, ASHOK NAGAR, BHUBANESWAR-751001 ACCOUNT NO.: 10229909115 RTGS CODE: SBIN0006657	BANKER NAME AND ADDRESS: STATE BANK OF INDIA, CAG BRANCH, 34 JAWAHARLAL NEHRU ROAD, KOLKATA-700071 ACCOUNT NO.: 11051192270 RTGS CODE: SBIN0009998

6. Sale will be made **on First cum First Serve Basis** on receipt of 100% advance payment in MMTC's account. Quantities to be sold subject to prior confirmation by MMTC against 100% payment in MMTC's account within the validity of the price circular.
7. The decision of MMTC regarding allocation of material shall be final and binding without any prejudice.
8. All supplies / deliveries are subject to availability of stock.
9. Material will be dispatched against receipt of 100% value of the material and applicable statutory taxes & duties along with freight, GST wherever applicable.
10. MMTC reserves the right to withdraw / review this Price Circular at any time without assigning any reason.
11. The price shall be treated as firm irrespective of the price prevailing on the day of actual delivery.
12. Buyer may inspect the material at NINL plant prior to booking.
13. **Sampling and Analysis:** The material is offered on Ex-Plant (NINL) Basis and the Test Results, as determined by NINL Lab shall be final and binding on the purchaser.

FRAUD PREVENTION POLICY :

- (1) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.gov.in> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.
 - a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.

- b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

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

(3) **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

HOLIDAY LISTING POLICY :

"Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserved the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force".

FORCE MAJEURE :

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations 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, strikes, 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 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.

b. If operation of such circumstances exceed three 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”.

c. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the 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.

d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Conditions mentioned in this document.

ARBITRATION CLAUSE :

A. Where the opposite party is a private party :-

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation on effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration & Conciliation Act 1996 shall apply to such arbitration proceedings.” The Venue of arbitration shall be “Delhi”

B. Where the opposite party is a Public Sector organization.

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the rule of arbitration of the Indian council of arbitration and the award made in pursuance thereof shall be binding on the parties. The language of arbitration shall be English. The seat of arbitration shall be India. The venue of arbitration shall be New Delhi, India.”

JURISDICTION:

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

The above Price Circular is valid **upto 19th March 2020 (Thursday)**. In case the last date falls on a bank holiday, payment can be received on the next working day. 100% value to be deposited on or before **19.03.2020** and lifting may be completed latest by **15.04.2020**.

CONTACT PERSON OF MMTC REGION-WISE:

Region	Name & Designation	Tel. No.	Mob. No.
Bhubaneswar	Mr. R N Marndi, GM	0674 - 2544783	09437019341
Kolkata	Mr. A Hembram , GM	033 - 22439280	09830155721

GENERAL MANAGER (STEEL)