



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

## **NOTICE INVITING TENDER**

**No. MMTC/STEEL/TENDER/SCRAP/SHREDDED/2017-18/01**

**Dated: 26<sup>th</sup> February 2018**

MMTC invites global tender for Import of 15,000 MT (+/- 5%) Shredded scrap. The last date of submission of bid is by 1430 hrs on 16<sup>th</sup> March 2018.

The complete details of the tender enquiry are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com), Govt. website <https://eprocure.gov.in> and MMTC's E-Procurement Portal <https://mmtc.abcprocure.com>.

**Addtl. General Manager (Steel)**



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**No. MMTC/STEEL/TENDER/SCRAP/SHREDDED/2017-18/01 Dated: 26<sup>th</sup> Feb 2018**  
**GLOBAL TENDER FOR IMPORT OF 15,000 MT (+/-5%) OF SHREDDED SCRAP**

**1. Introduction:**

MMTC Limited is a Govt. of India Enterprise, having its Corporate Office at Core-1, Scope Complex, Lodhi Road, New Delhi-110 003 (hereinafter called MMTC). MMTC Limited was set up in 1963 under the Ministry of Commerce, Government of India. The company is engaged in international and domestic trading of commodities, which include Minerals, Precious metals, Non-Ferrous metals, Steel, Power, Fertilizer & Fertilizer raw materials, Coal & Hydrocarbon, Agro commodities and General trade.

- 1.1** MMTC intends to procure 15,000 MT (+/-5%) of Shredded Scrap in Bulk conforming to US ISRI code 211 and tenders/bids/offers are invited in this respect from eligible bidders/tenderers.
- 1.2** The empanelled suppliers of MMTC for supply of HMS -1&2 & Shredded Scrap can also participate in the above tender.
- 1.3** Bidders to indicate load port and expected date of Shipment. The discharge port shall be any one of them i.e. Mormugao Port, Goa/Kandla Port/Vizag Port.
- 1.4** MMTC reserves the right to postpone the deliveries by a period of 3 months beyond the contracted delivery period, without any additional financial implication to the buyer.
- 1.5** Both parcel size and shipping tolerance shall be at the buyer's/vessel owner's option.
- 1.6** For all purposes the 'Buyer' shall be 'MMTC' and 'Seller' shall be the 'Supplier'.

**2. Eligibility Criteria:**

- 2.1** The supplier shall be with past experience engaged in supply/export of Shredded scrap at Indian ports. Tender should have also successfully supplied a minimum of 15,000 MT of Non-Alloy Steel Melting scrap (Shredded Scrap) as per US ISRI code 211, executed through a single or multiple order in any one of the last three calendar year i.e.2014-2017.
- 2.2** Indian Central PSU trading house, having due authorization from the overseas scrap suppliers may also be considered eligible for participation.

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

The authorization letter of overseas/foreign principal to this effect is to be submitted along with Techno-commercial bid.

- 2.3** Bidders shall submit documents like self-attested Order copies or Invoice copies and Bill of lading or Goods Receipt Note as a proof of supply of material. The offers of any bidder who is not able to submit any of the above documents will be summarily rejected without seeking further clarifications.
- 2.4** Self-certification to the effect that tenderer has not been banned for export of Non Alloy Steel Melting Scrap (Shredded) as per US ISRI code 211, to India by DGFT, India or by any other Indian Government Agencies or by Government Importer.

**3. Technical Specification:**

<b>Material:</b> Steel Scrap						<b>Grade</b> : Shredded Scrap					
<b>ISRI</b> : 211						<b>AKA:</b> Auto Shred; Fragmentized; Shredded					
<b>Description:</b> Homogenous Shredded steel scrap magnetically separated from automobiles, unprepared No.1 & No.2 Steel and miscellaneous sheet goods.											
<b>Sizing:</b> 8" x 8" x 1"											
<b>Chemistry</b>	<b>C</b>	<b>Mn</b>	<b>P</b>	<b>S</b>	<b>Si</b>	<b>Cu</b>	<b>Ni</b>	<b>Cr</b>	<b>Mo</b>	<b>Sn</b>	<b>Al</b>
Max. Wt%	0.25	1.50	0.05	0.05	0.50	0.22	0.10	0.10	0.03	0.015	0.01
<b>Exclusions:</b> Free of Coated metals, limed, vitreous enameled, and electrical coated sheet over 0.50% silicon. Municipal, incinerated, tin cans, excessive oil filters, excessive fluff, copper clad or plated steel.											
<b>Permissible:</b> Zinc or galvanized coated steels. Cast iron content not to exceed 5% by weight.											
<b>Allowances:</b> Due to the nature of processing this grade, small amounts of copper wiring and motor windings will be entrapped with the steel.											

**4. Important Dates:**

Last Date for submission of both

Technical & Price Bid : 1430 hrs on 16<sup>th</sup> March 2018.

Date and time for opening of Technical Bid : 1445 hrs on 16<sup>th</sup> March 2018.

Date and time for opening of Technical Bid : 1630 hrs on 16<sup>th</sup> March 2018.

(Tentative)

Offers to be valid upto : 15 days from the date of opening of tender.



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**5. OFFERS ARE INVITED FOR IMPORT OF 15,000 MT (+/- 5%) OF SHREDDED SCRAP AS PER THE FOLLOWING TERMS AND CONDITIONS.**

1.	Product	Shredded Scrap.
2.	Specification	Standard technical Specification of Shredded scrap conforming to US ISRI code 211 as mentioned at Sl. no.3
3.	Quantity	15,000 MT in a single port in Bulk.
4.	Qty. Tolerance	+/-5%.
5.	Lot Size	3 Lots of 15,000 MT each (+/-5%).
6.	Country of origin	To be informed by Bidder
7.	Load Port	To be indicated in the offer.
8.	Discharge Port	Any one port i.e. Mormugao Port, Goa/Kandla Port/Vizag Port.
9.	Place of Delivery	Mormugao Port, Goa/Kandla Port/Vizag Port.
10.	Pricing	Seller to give firm price offer in US Dollars Per MT on C&F basis in each port separately i.e. Mormugao Port, Goa/ Kandla Port/Vizag Port.
11.	Shipment	Shipment shall be in a single lot of 15,000 MT (+/-5%) tentatively in March-April, 2018.
12.	Bill of Lading	1 (one) B/L for the entire lot for 15,000 MT. In case more B/L is required, it shall be intimated before shipment.
13.	Marine Insurance	<ul style="list-style-type: none"> <li>• Insurance to be covered for 110% of CIF value on warehouse to warehouse basis till final delivery point.</li> <li>• Within three (3) working days from the date of Bill of Lading; the supplier shall intimate buyer the agreement number, port of loading, name of the vessel, quantity of the material loaded as per load port survey weight and value thereof, the Bill of Lading number and date, the date of sailing of the vessel, the name of the destination port and the expected date of arrival of the vessel at the destination port.</li> <li>• The seller shall also furnish vessel details/documents required for arranging insurance cover 5 working days prior to sailing date of the vessel.</li> <li>• The seller shall fax the message twice to ensure clear receipt of the message by the buyer.</li> </ul>
14.	Payment	<ul style="list-style-type: none"> <li>• The buyer shall establish irrevocable letter of credit on shipment to shipment basis covering approximate value of each shipment upon nomination of vessel. Such letter of credit shall be valid for 30 days from the date of opening, for shipment and negotiation provided that all the terms and conditions of L/C are strictly complied with and negotiating bank has sent authenticated swift certificate to that effect, the negotiating bank will be authorized to claim</li> </ul>



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

		<p>reimbursement after 5 (five) banking days of the date of receipt of documents at counters of the L/C opening bank.</p> <ul style="list-style-type: none"> <li>• All Bank charges in India connected with opening of L/C, amendment of L/C relating to increasing its value and also Bank charges connected therewith, will be for the Buyer's account.</li> <li>• In case the Seller desires any amendment, the expenses shall be for the Seller's account.</li> <li>• Documents presented within the validity of L/C shall be acceptable. State Bill of Lading and Third party Commercial Invoice shall not be acceptable.</li> <li>• Confirmation of the L/C can be arranged at the cost of the seller. Transferable L/C is not acceptable.</li> <li>• L/C to provide for payment on 30 days at sight from the date of B/L on submission of standard shipping documents duly complying with the provisions of terms of LC.</li> <li>• The documents constituting standard shipping documents are as under:             <ol style="list-style-type: none"> <li>I. 2/3 sets of original clean on Board Bill(s) of Lading.</li> <li>II. Signed Commercial Invoices-in quadruplicate.</li> <li>III. Certificate of Sampling and Analysis issued by the independent inspection agency at load port clearly specifying that the sampling and analysis pertains to the named Brand loaded on the vessel – in duplicate. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit of stipulated technical specification as per ISRI 211.</li> <li>IV. Certificate of Origin issued by Chamber of Commerce or a similar authorized agency in duplicate.</li> <li>V. Load port Draught Survey Weight Certificate issued by the independent inspection agency of repute at load port-in triplicate.</li> <li>VI. Seller's certificate-in quadruplicate, confirming that (a) one negotiable copy of the Bill of Lading along with four non-negotiable copies of Bill of Lading (b)two non-negotiable copies of Commercial Invoice(s) (c) six copies of the Certificate of Sampling and Analysis at load port (d) two copies of Certificate of Origin (e) two copies of Load port Draught Survey Weight Certificate and (f) copy of SELLER'S Fax/e-mail advice of shipment to the Buyer referred to in hereinabove, have been sent through Courier Service direct to the PURCHASER at "MMTC Ltd., Scope Complex, Core-1,</li> </ol> </li> </ul>
--	--	---

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

		<p>Lodhi Road, New Delhi - 110 003, INDIA”, within seven days from the date of Bill(s) of Lading.</p> <p>VII. Copy of Seller’s FAX/e-mail advice of shipment to the Buyer in quadruplicate.</p> <p>VIII. Within 7 (seven) days from the date of Bill of Lading in respect of the consignment, the Seller shall send through Courier Service, direct to the Buyer at “MMTC Ltd., Scope Complex, Core-1, Lodhi Road, New Delhi - 110 003, INDIA”, the following documents in respect of each shipment:</p> <ol style="list-style-type: none"> <li>One negotiable copy of Bill of Lading along with four non-negotiable copies.</li> <li>Two non-negotiable copies of Commercial Invoice.</li> <li>Six copies of the Certificate of Sampling and Analysis at load port.</li> <li>Two copies of Certificate of Origin.</li> <li>Two copies of load port Draught Survey Weight Certificate.</li> <li>Copy of SELLER’S FAX/e-mail advice of shipment to the PURCHASER referred hereinabove.</li> </ol> <p>IX. The Seller shall email copies of signed Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Load port Draft Survey Certificate, Seller’s Certificate stated at Clause VIII hereinabove and Seller’s advice to shipment stated at Clause VII hereinabove to the PURCHASER at e-mail <a href="mailto:abhay@mmtclimited.com">abhay@mmtclimited.com</a> with the scanned documents within 5 working days after the Bill of Lading Date.</p> <ul style="list-style-type: none"> <li>In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller.</li> </ul> <p>(or)</p> <ul style="list-style-type: none"> <li><b>CAD</b> on presentation of original clean shipping documents complete in all respects to MMTC’s bank, seven days prior to ETA of vessel or within three working days upon receipt of documents by MMTC’s bank whichever is later. Day of presentation of documents not to count.</li> <li><b>In case of suppliers quoting LC terms of payment, the quoted C&amp;F price shall be loaded with US\$1/PMT for the purpose of comparison with the supplier/s on CAD terms of payment.</b></li> </ul>
15.	EMD	<ul style="list-style-type: none"> <li>USD 1,25,000 to be submitted along with tender document.</li> <li>All the bidders are required to submit the EMD by means of financial Bank Guarantee (proforma as enclosed at</li> </ul>

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

		<p><b>Annexure-9)</b> through a Scheduled commercial bank at New Delhi, India.</p> <ul style="list-style-type: none"> <li>The BG should be valid for minimum six months.</li> <li>The BG may be submitted at least two days before the last date of submission of bids by prospective suppliers. Offers without proper BG will not be considered.</li> </ul>
16.	MMTC Banking Details to BG (towards EMD) issuing bank	<ul style="list-style-type: none"> <li>Bidders shall send the below mentioned details of MMTC's bank (IFSC code) to the issuing bank while submitting the application for BG (towards EMD).</li> </ul> <p>(a) MMTC LIMITED, STATE BANK OF INDIA, CAG BRANCH, 1, TOLSTOY MARG, NEW DELHI-110 001. IFSC CODE: SBIN0009996.</p> <p>(b) MMTC LIMITED, HDFC BANK LTD, SURYA KIRAN BLDG 19, KG MARG, BRANCH NEW DELHI IFSC CODE: HDFC0000003.</p>
17.	Test/Certificate	Certificate of quality/analysis from manufacturer/reputable third party assayer in English to be provided with each shipment.
18.	Documentation	<p>Supplier to provide the following shipping documents through MMTC's bank:</p> <ul style="list-style-type: none"> <li>Original clean on board, full set of bill of lading showing freight Pre-Paid consignee "to order" and bank endorsed. Notify party "MMTC Goa/Ahmedabad/Vizag". (Master/ocean B/Ls issued by shipping line are preferred. In case of house B/Ls issued by freight forwarders/NVOCC, copy of master B/L and confirmation of surrender of master B/L to be provided) – <b>3/3 Original and 3 Non-Negotiable Copies.</b></li> <li>Seller's separate invoices for each B/L to be submitted mentioning clearly price and quantity – <b>4 Copies.</b></li> <li>Quality/chemical analysis certificate from the producer or from an independent assayer to be faxed in advance – <b>4 Copies.</b></li> <li>Certificate of insurance with complete details of merchandise shipped and vessel/journey on warehouse to warehouse basis – <b>1 original and 1 Copy.</b></li> <li>Certificate of origin from Chamber of Commerce/producer/Seller – <b>3 Copies.</b></li> <li>Certificate of ETA of vessel issued by shipping lines to be faxed in advance – <b>1 original and 1 Copy.</b></li> <li>Weightment certificates (packing list) each B/L – <b>5 Copies.</b></li> <li>Pricing certificate - <b>1 original and 1 Copy.</b></li> </ul>
19.	Due Date and Time	Latest by <b>1430 hrs</b> on <b>16<sup>th</sup> March 2018.</b>



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

20.	Offer Validity	<b>Fifteen (15) days</b> from date of opening of tender.
21.	Other Terms and Conditions	<ol style="list-style-type: none"> <li>1. The empanelled suppliers of MMTC shall also participate in this tender.</li> <li>2. The bids have to submit before 1430 hrs on <b>16.03.2018</b>.</li> <li>3. Bids received after due date and time due to any postal delay will not be considered.</li> <li>4. Incomplete bids in any form or misstating the facts will be summarily rejected.</li> <li>5. The tender documents must be duly signed on all the pages.</li> <li>6. MMTC reserves the right to accept or reject any offer without assigning any reason whatsoever.</li> <li>7. Signing of MMTC's contract by supplier essential.</li> <li>8. Offers not in line with tender terms are liable for rejection. Acceptance of part / optional quantity would be at discretion of MMTC.</li> </ol>

**6. Submission of Bids:**

- 6.1** The tender document shall be downloaded from MMTC website [www.mmtclimited.com](http://www.mmtclimited.com), Govt. website <https://eprocure.gov.in> and MMTC's e-procurement portal <https://mmtc.abcprocure.com>.
- 6.2** The bids shall be submitted by either physical or electronic mode (MMTC E-Procurement portal).
- 6.3** The empanelled suppliers shall submit only their offers i.e. Price bid either in physical or electronic mode.
- 6.4** For physical mode, the bids has to be submitted in the box kept at MMTC Limited, Corporate office, 3<sup>rd</sup> Floor, Steel Division, Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi- 110 003.
- 6.5** MMTC shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The Bidders shall be deemed to have read and understood the complete tender documents uploaded by MMTC on its website.
- 6.6** MMTC shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
- 6.7** Notwithstanding anything specified in this tender document, MMTC in its sole discretion, unconditionally and without having to assign any reason reserves to itself the rights: a) to accept or reject the lowest tender or any other tender or all the tenders, b) to accept any tender in full or part, c) to reject the offers not confirming to the tender terms.
- 6.8** Offers 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





**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

on letterhead of overseas supplier. Participants are requested to use their registered user ids to submit quotations. Participants are advised to print and save bid submission receipt after submission of bids.

**7. Special terms & conditions if Price bid submitted in Electronic mode:**

- 7.1** 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. Minimum time to procure DSC is 5 working days.

**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.

- 7.2** For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

<b>Dedicated helpdesk for MMTC</b>		
<b>Name</b>	<b>Email</b>	<b>Phone numbers</b>
Mr Anuvash Bedi	<a href="mailto:anuvash@abcprocure.com">anuvash@abcprocure.com</a>	91 – 9811247809
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	91- 9374519729 079-40270507

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

Kapil Purohit	kapil.purohit@eptl.in	079-40270564
Rahul Dixit	rahul.dixit@eptl.in	079-40270555
Radhika Chauhan	radhika@eptl.in	079-40270566
	support@abcprocure.com	

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

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

**8.1 PART- A: Technical Bid (in Electronic or Physical mode):**

The documents to be enclosed with Physical bid are as follows and are required to be submitted physically in sealed envelopes to be dropped in tender box, by due date & time so as to reach **Addtl. General Manager, Steel Division, MMTC Limited, core-1, scope complex, 7, Institutional area, Lodhi Road, New Delhi – 110 003**. The bids prepared by the bidder shall comprise of the following components:

- 8.1.1** Profile of the company, viz. Public ltd./ private ltd./Partnership/Proprietary Concern with details of contact person, phone, fax, e-mail address, etc.
- 8.1.2** Basic/Mandatory information of the vendor to be submitted as per **Annexure-7** and details of the direct import offer by overseas suppliers as per **Annexure-8** to be submitted.
- 8.1.3** Earnest Money Deposit (EMD) & Integrity Pact (IP) as per **Annexure-10**. EMD i.e. Bank guarantee as per format at **Annexure-9** in favour of MMTC limited, New Delhi. BG has to be collected by the seller from the bank and submitted. Swift messages will not be accepted.
- 8.1.4** A bid which is not accompanied by EMD of requisite value shall be rejected.
- 8.1.5** MMTC tender duly signed in original and stamped on all pages of the NIT confirming that the bid is strictly as per terms of tender enquiry and acceptance of all terms and conditions of the tender. Scanned copy will not be accepted.
- 8.1.6** Self-Attested documentary evidence to establish (in accordance with the eligibility criteria) that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- 8.1.7** The bidder shall submit his Bid complete in all respects and all details as stipulated in the tender including quantity offered, complete specifications.
- 8.1.8** Authority letter as per **Annexure-5** (if applicable)
- 8.1.9** Format for acceptance of commercial terms, general terms and conditions and all other terms of the tender as per **Annexure-1**.

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**8.1.10** Statement of deviation from specification and Bid Terms as per **Annexure-2**.

**8.1.11** In case bidders are not able to submit the supporting documents viz., credential report, Auditors report, financial statement and Bank reference certificate along with tender documents, bidder shall submit an undertaking to the effect that the requisite document will be submitted at the earliest as per **Annexure-3**.

**8.1.12** Bidder shall submit Indicative Check list as per **Annexure-6**.

**8.2 Part-B: Price bid: in Electronic or physical mode:**

**8.2.1 Electronic mode:** As per **Annexure-4**, to be submitted electronically (as detailed above).

**8.2.2 Physical mode:**

- a) In case, the bidder faces difficulty in submitting price bid through electronic mode. The bidders are permitted to submit in physical mode as per **Annexure-4** in another sealed cover super scribing "Price bid" addressed to Addtl. General Manager, Steel division, MMTC Limited, core-1, scope complex, 7, institutional area, Lodhi road, New Delhi – 110 003. Both technical & price bids in separate envelopes to be put in another envelope super scribed tender no. MMTC/STEEL/TENDER/SCRAP/SHREDDDED/2017-18/01 dated **26<sup>th</sup> February 2018**. All the papers should be page numbered and properly stapled.
- b) 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.
- c) 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 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-5**).
- d) EMD of the unsuccessful bidder will be returned back and for the successful bidders it will be retained as Security deposit and returned after successful completion of the contract.
- e) The fresh contract shall be entered into by the buyer with the seller subsequent to the finalization of the tender.



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

f) In case of non-performance by the seller, the EMD retained as Security deposit shall be invoked by the buyer.

**9. Supporting Documents:**

- 9.1 Bidder shall enclose an **Auditors certificate** indicating (i) Annual Turnover (ii) Net worth as on last Annual Balance Sheet and (iii) Past experience. Please enclose annual financial statement also.
- 9.2 Bidder shall enclose a Credit Rating report from any one of the following agencies (D&B, S&P, Moody's, ICRA, CRISIL, CARE). Credit rating report should be issues on or after 31<sup>st</sup> March 2017.
- 9.3 Bidder shall enclose a Bank Reference report issued on or after 31<sup>st</sup> March 2017.
- 9.4 In case bidders are not able to submit the credential report along with tender documents, bidder shall submit an undertaking to the effect that the requisite document will be submitted at the earliest as per **Annexure-3**.

**10. Pre-Inspection Certificates:**

- 10.1 Certificate of Pre inspection (as per DGFT format for customs Clearance) in triplicate from designated, independent inspection agency approved by DGFT, NEW DELHI as per the current Foreign Trade Policy confirming that the material have been inspected as per the contract requirement and they confirm to the contracted specifications and the material shipped is totally free from hazardous, toxic wastes, radioactive contaminated waste/scrap containing radioactive material, any type of arms, ammunition, mines, shells, live or used cartridge, or any other explosive material in any form either used or otherwise along with Container scrap weight.
- 10.2 Certificate of Inspection should have container Number and net weight.
- 10.3 Certificate of Origin in triplicate duly signed, stamped and certified by the Chamber of the country of Origin.

**11. Pre-Shipment Inspection (Independent Inspection Agency):**

- 11.1 Pre shipment inspection of quality at load port (in case of imports) / seller's yard (in case of domestic supplies) is to be done by DGFT approved Third Party Inspection agency. Pre-Inspection agency shall be appointed by the buyer and the cost involved shall be borne by the buyer. Buyer shall nominate International Surveyor at Load port/seller yard. Buyer shall mention the name of the independent inspection agency, contact person, address, phone and fax numbers and other details in the offer itself.
- 11.2 Inspection charges will be paid by the buyer directly to the inspection agency.

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

- 11.3** The results of analysis of the materials carried out by the approved independent inspection agency at load port/seller yard shall be final and shall form the basis of the SELLER'S invoice.
- 11.4** Inspection agency to confirm that the material shipped confirms to the contracted specification, indicating Percentage of Impurities, Average density etc., and also the Port of shipment, name of vessel, contact number, loading date etc.
- 11.5** Inspection agency shall also give a certificate that the material shipped is totally free from Hazardous toxic waste, radioactive contaminated waste/ scrap containing radio-active material, any type of arms, ammunition, mines, shells, live or used cartridge or any other explosive material in any form either used or otherwise.
- 11.6** In case of imports, the Inspection agency shall also issue weight certificate certifying the total quantity shipped on the vessel at load port. Weight Certificate in triplicate for total quantity loaded B/L wise, in triplicate indicating gross weight of the material and net weight of the material.
- 11.7** In addition, inspecting the quality of scrap at load port/ yard at the time of loading for which seller to extend all co-operation.
- 11.8** All certificates issued by the inspection agency should be on the letter head of the office mentioned in Appendix 28 of the Indian Foreign Trade Policy.

**12. Other Terms and conditions:**

- 12.1 Taxes & Duties:** The SELLER shall be entirely responsible for all taxes, Stamp duties, License fees and other such levies imposed outside the Purchaser's country.
- 12.2 Export License:** It shall be the responsibility of the Seller to obtain the requisite Export License and comply with other relevant laws of his country for export of the Materials and he shall keep the Buyer indemnified for any losses which accrue to the Buyer because of any defect therein.

**13. Fraud Prevention:**

- 13.1** 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.

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

- 13.1.1** 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.
- 13.1.2** 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.
- 13.1.3** 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.
- 13.1.4** 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.
- 13.1.5** 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.
- 13.2** 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.

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**13.3 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 Bank Guarantee.

**14. Transfer & Sub-Letting:**

**14.1** The seller shall not sublet, transfer, assign, or otherwise part with the order or any part thereof, either directly or indirectly, without the prior written permission of the buyer. In the event of seller contravening this condition, the buyer shall be entitled to cancel the order and to purchase the same material elsewhere on the seller's account and at his risk and cost.

**14.2** The seller shall be entirely responsible for the execution of the order by the subcontractor, if any, permitted by the buyer. For this purpose, the seller shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organization acceptable to the buyer.

**15. Responsibility:**

The Buyer on the one hand and the Seller on the other hand shall be responsible for the performance of all their respective obligations under this Order.

**16. Clearances:**

It shall entirely be the responsibility of the Seller to obtain all clearances as may be required for export of the MATERIAL to the buyer and he shall keep the buyer indemnified for any losses which may accrue to the buyer because of any defect therein. The Seller should be a legal owner of the material for the purpose of sale to the Buyer.

**17. Recovery of some dues:**

Whenever under this Order any sum of money is recoverable from and payable by the Seller, the buyer shall be entitled to deduct such sum from any amount then found payable to the seller by the buyer or which at any time thereafter may be found to be payable to the SELLER by the buyer under this or any other Order with the buyer. Should this sum be not sufficient to cover the full amount recoverable the seller shall pay to the buyer on demand the remaining balance amount. This action is without prejudice to the right of the buyer to take legal action against the seller for the breach of the Order.



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**18. 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.

**19. 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.

**20. Right to Terminate:**

MMTC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action taken by MMTC. MMTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

**21. Integrity Pact:**

The Bidder is required to enter into an Integrity Pact with the Principal i.e. MMTC. Bidder is required to sign the MMTC's contract along with integrity pact with MMTC as per MMTC's format. The following Independent External Monitors (IEMS) have been appointed by MMTC, In terms of integrity pact (IP) which forms part of MMTC tenders / contracts.

Shri Bijoy Chatterjee (Email id: [bijoychat@gmail.com](mailto:bijoychat@gmail.com))

Shri D.R.S Chaudhary (Email id: [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com))

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing division of MMTC or directly with the IEMS on the panel. The proforma for integrity pact is as enclosed at **Annexure-10**.





**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**22. Arbitration:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of their contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of Arbitration shall be New Delhi, India.

**23. Applicable Laws:**

The Agreement shall be governed by and construed according to the laws of India for the time being in force. To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied.

**24. 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, then the date of fulfilment 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 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 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.

The party which is unable to fulfill its obligations under the present contract 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 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 existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the sellers for not performing their obligations under the contract.



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**25. Liability of Govt. of India:**

It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into their Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to their Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of their Agreement and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under their Agreement.

**Addtl. General Manager (Steel)**



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-1**

**Format for acceptance of Commercial Terms, General Terms and conditions and all other terms of the tender.**

*(To be submitted on Suppliers Letter Head)*

We \_\_\_\_\_ (Supplier Name) having registered office

at \_\_\_\_\_

(address) agree to all the Commercial, General & Other Terms & Conditions listed in

the tender ref. No. MMTC/STEEL/TENDER/SCRAP/SHREDDDED/2017-18/01 Dated:

26<sup>th</sup> February 2018 for procurement of Shredded Scrap as per the technical

specification.

(Signature of Authorized Executive & Seal)

Place:

Date:



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-2**

**Statement of Deviation from Specifications and Bid Terms.**  
*(To be submitted on Suppliers Letter Head)*

The following are the particulars of deviations from the requirements of the terms:

<b>Clause/Para</b>	<b>Deviation</b>	<b>Remarks (including justification)</b>
--------------------	------------------	--

We, hereby, declare that there are no deviations from the tender and conditions other than those mentioned above.

Dated:

Signature and Seal of the Bidder.

**Note:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations"



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-3**

**LETTER TO BE SUBMITTED BY THE BIDDER ON LETTER HEAD**

Dated: \_\_\_\_\_ 2018

To,  
Addtl.General Manager (Steel)  
MMTC Limited,  
Corporate Office,  
Core-1, SCOPE Complex, 7, Institutional Area,  
Lodi Road, New Delhi-110 003 (INDIA)

Sub: Undertaking on Credential Report / Auditor's Certificate/ Bank reference report

Dear Sir,

We hereby agree and undertake that we shall submit a Credential Report / Auditor's Certificate/ Bank reference report at the earliest.

In case, we fail to submit these documents, MMTC Limited shall be at liberty to invoke / encash EMD and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-4**

**PRICE BID**

**(Format for submitting Price Bid)**

*(To be submitted on company letter head of the bidder)*

**No. MMTC/STEEL/TENDER/SCRAP/SHREDDED/2017-18/01**

**Dated: 26<sup>th</sup> February 2018**

<b>Product</b>	Non-Alloy SMS Scrap (Shredded scrap) as per US ISRI code 211
<b>Firm Quantity</b>	15,000 MT (+/-5%) in a single port discharge.
<b>Lot Size</b>	3 Lots of 15,000 MT each (+/-5%)
<b>Name of the Bidder</b>	
<b>Address of the Bidder</b>	
<b>Mode of Payment term accepted by Bidder</b>	<b>LC/CAD</b>

Lot	Lot -1	Lot -2	Lot -3
Port of Discharge	Mormugoa Port, Goa	Kandla Port	Vizag Port
Lot Quantity	15,000 MT (+/-5%)	15,000 MT (+/-5%)	15,000 MT (+/-5%)
Quantity Quoted (MT)			
<b>Price in USD PMT on C&amp;F basis.</b>			

**Note:**

- Seller may quote for one lot or multiple lots, however seller shall decide L-1 based on the quotes on each lot size. Out of three lots only one lot size to be decided by the buyer.
- Validity of the price upto 1730hrs (IST) on 30.03.2018 (i.e. 15days from the date of opening of tender) or as per corrigendum/addendum issued, if any.

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

Dated:



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-5**

**Format for Authorization Letter to be submitted by the Bidder on**  
**letter head**

**No. MMTC/STEEL/TENDER/SCRAP/SHREDDDED/2017-18/01**

**Dated: 26<sup>th</sup> February 2018**

To,  
Addtl. General Manager (Steel)  
MMTC Limited,  
New Delhi.

Dear Sir,

**Sub: Authorization to Agent for submission/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 bidder, hereby appoint / authorize M/s \_\_\_\_\_ (name & Address), as an Agency on behalf of us to quote/submit/participate in the above referred 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 Authorized person  
(M/s. \_\_\_\_\_)

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-6**

**Indicative Check-List**

*(To be filled-in and submitted by the bidders along with TC offer)*

Sl.No	Description	Detail
1	Details of eligibility documents submitted	1) 2) 3) 4) 5) 6)
2	Details of EMD submitted (BG Details)	
3	Quantity offered	Shredded Scrap:
4	Techno-Commercial Offer	
5	Price Validity	
6	Copy of duly signed Quote enclosed	Yes/No
7	Annexure-1 for confirmation on acceptance of techno-commercial terms & conditions, duly signed and enclosed.	Yes/No
8	Annexure-2 – deviation statement enclosed	Yes/No





**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-7**

**Format for Basic Information of the Vendor**

**No. MMTC/STEEL/TENDER/SCRAP/SHREDDDED/2017-18/01 Dated: 26<sup>th</sup> February 2018**

**Instructions to fill up the Basic Information:**

- i. Please use this worksheet to specify basic financial/IR/contact information; an authorized person should sign the document at relevant section.
- ii. Past Industrial relations track record, please mention if there was closure/cessation of work at any of your plant(s) in the last 5 years.
- iii. Use this form as proforma/Format. Use additional sheets to provide relevant information.
- iv. Provide all the certified relevant documents w.r.t claims made in this form.

1.	Company's Name	
2.	Ownership Details	
3.	Manufacturer/Distributor/ Dealer	
4.	Mention if PSU/Joint Venture with PSU/SSI unit	
5.	In case of PSU - Central PSU or state Govt. PSU	
6.	In case of a Joint Venture, details of % wise equity holding	
7.	SSI Unit details, if applicable	
8.	ISO Status	
9.	Whether product is ISI Marked or as per ISI	
10.	Contact Person & Designation	
11.	Phone No.	
12.	Fax No.	
13.	E-mail	
14.	Financial details of Turnover & profit for the last 3 years	
15.	Major Manufacturing capabilities S.No. Name Installed Capacity &Address Capacities utilized	Present Level order booking FY1 FY2 FY3
16.	The year of inception of the company/ business	
17.	Stocking points	
18.	Bank Account detail : Name & Branch Account Number	
19.	PAN No /TAN No	
20.	Company's Establishment Year	
21.	Company's Nature of Business	
22.	Company's Legal Status	
23.	Bidder Type (Foreign/Indian)	

I hereby certify that all information provided above is correct to the best of my knowledge.

**(Signature, name & seal of the authorized person)**



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-8**

**No. MMTC/STEEL/TENDER/SCRAP/SHREDDDED/2017-18/01 Dated: 26<sup>th</sup> February 2018**  
**For Import**

*(Please use this sheet to specify details for Direct Import offer by Overseas Suppliers)*  
Instructions to fill up form:

- i. Please use this form to specify details of bank account, Port of Shipment, Country of origin.
- ii. Please use additional space to provide relevant information.
- iii. Please fill up the blank spaces.

1. Recycler's Name & Address:

--

2. Order to be placed on:  
(Complete Name & Address of Beneficiary)

3. Bank Details along with:

Bank Name & Address:  Account Number: Swift Code:
--

4. Quoted Currency:

5. Country of Origin:

6. Port of Loading:

7. Transhipment Required: Yes/No (Please specify)

8. Part Shipment Required: Yes/No (Please specify)

9. Indian Agents name & address (If any):

(Valid authorization letter in favour of Indian agent to be enclosed. However, Indian Agent Commission will not to be included in the price)

**Signature and seal of company**



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-9**

**Proforma for Financial Bank Guarantee for EMD**

*(To be stamped in accordance with the Stamp Act)*

Bank Guarantee No.....

Date.....

Ref No.

MMTC Limited  
Core-1, Scope Complex,  
7, Institutional Area,  
Lodhi Road, New Delhi-110 003

**Letter of Guarantee**

1. WHEREAS, MMTC LIMITED, having its Registered Office at Core NO 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003 INDIA (hereinafter referred to as MMTC) has invited bids vide Global Tender No.....dated (hereinafter referred to as Invitation to Bids) for supply of \_\_\_\_\_ MT (+/-5%) (plus/minus Five percent) Non-Alloy SMS Scrap (Shredded Scrap).
2. WHEREAS, the said Invitation to Bid requires that an eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ \_\_\_\_\_ in favor of MMTC Ltd., New Delhi in the form of a Bank Guarantee of US\$ \_\_\_\_\_ with a minimum validity of 180 days (One Hundred and Eighty Days) from the date of submission of bids.
3. AND WHEREAS at the request of M/s .....(Name & address of the Bidder) We.....(Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi upto and not exceeding the sum of US\$..... with a minimum validity of 180 days (one hundred and eighty days)and that the Bidder M/s.....:-
  - a. Shall keep their offer firm and valid for acceptance by MMTC as per tender against which offer is made.
  - b. Shall in the event of the offer being accepted by MMTC, within fifteen (15 days) from the date of issuance of LOA/LOI from MMTC execute an Agreement for supply of imported Shredded Scrap.
  - c. Shall in the event of the conclusion of Agreement keep their bid-bond valid till such time the contract is concluded as per the provisions of the agreement/contract.
4. We------(Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

of the conditions referred to in any of the preceding paragraphs, their Bank shall pay to MMTC, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$..... This bank further agrees that the decision of MMTC, as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

5. We..... (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$.....only without any demur, delay, protest and without any reference or recourse to M/s..... (bidder) notwithstanding any dispute raised by .....(bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ \_\_\_\_\_ only.
8. Your demand in writing duly signed and sealed by the authorized signatory of MMTC 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.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s \_\_\_\_\_(Bidder).
- 10.The liability of this bank shall discharge upon receipt of US\$.....only by MMTC.
- 11.This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto a period of 180 days and shall expire on.....(Date) and that the same shall be extended further according to the provisions contained hereinabove and shall not be amended or withdrawn without the previous consent of MMTC in writing.
- 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 by the Bank.

Signature \_\_\_\_\_

Name and Code \_\_\_\_\_

Designation \_\_\_\_\_

Seal of the bank \_\_\_\_\_



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**ANNEXURE-10**

**INTEGRITY PACT**

Between

**MMTC** Limited hereinafter, referred to as "MMTC"

And

M/s. .... hereinafter referred to as "The  
Seller/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 Seller/Vendor/Bidder. In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and their document shall deem to be an integral part of the Agreement/Contract between us.

In order to achieve the goals, MMTC has appointed Shri Bijoy Chatterjee as 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 Seller(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Seller/Vendor/Bidder any confidential/additional information through which the Seller(s)/Vendor(s)/Bidder(s) 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 their regard. MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**Section 2 – Commitments of the Seller(s)/Vendor(s)/Bidder(s)**

1. The tender/auction/e-auction/e-sale/sale/purchase commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during their participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
  - a) The Seller(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Seller(s)/Vendor(s)/Bidder(s) will not enter with other Seller(s) into any illegal agreement or understanding, whether formal or informal. Their 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 Seller(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Seller(s)/Vender(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 Seller(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Seller(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 Seller(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 Seller(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Seller(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 their reliability or credibility as Seller(s)/vendor(s)/bidder(s) into question. MMTC is entitled to disqualify the Seller(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 Seller(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 their reliability or credibility as Seller(s)/vendor(s)/bidder(s) into question. MMTC is entitled to also exclude the Seller(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 Seller(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section 4 – Compensation for Damages**

1. If MMTC has disqualified the Seller(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 1% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Seller(s)/Vender(s)/Bidder(s) can prove that the exclusion of the Seller(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



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

damages, the Seller(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 Seller(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 Seller(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 their exclusion from the tender process.
2. If the Bidder makes incorrect statement on their 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 Seller(s)/Vendor(s)/ Bidder(s)**

1. MMTC will enter into agreements with identical conditions as the one with all Seller(s)/Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Seller(s)/Vendor(s)/Bidder(s) who do not sign the Pact or violate its provisions.

**Section 7 – Criminal charges against violating Seller(s)/ Vendor(s)/ Bidder(s)**

If MMTC obtains knowledge of conduct of Seller(s)/ Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Seller(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in their 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 their pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under their agreement.
2. The IEM is not subject to instructions by the representative of the parties and performs their functions neutrally and independently. He reports to the CMD, MMTC.



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Seller(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to their trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Seller(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 obtain to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of their 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 their regard submit NON-BINDING RECOMMENDATIONS. Beyond their, 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 their 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 their 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. Their 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 their time, the same shall be binding and continue to be valid despite the lapse of their pact as specified above, unless it is discharged/determined by CMD, MMTC.



**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. 0091-11-24381520 Fax No: -0091-11-24364105 Email: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**Section 10 - Other Provisions**

1. Their 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, their agreement must be signed by all partners or consortium members.
4. Should one or several provisions of their agreement turn out to be invalid, the remainder of their agreement remains valid. In their case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of MMTC)

(For& on behalf of Seller/Vendor/bidder)

(Official Seal)

(Official Seal)

Place:.....

Date: .....

Witness 1.....

Witness 2.....

Name: .....

Name: .....

Address: .....

Address: .....