



NIC BUILDING , 8.INDIA EXCHANGE PLACE, KOLKATA – 700 001
Phone No: (033) 2242-1252/1267/1288/7203/7205 Fax No: (033) 2242-1292

Website : www.mmtclimited.com

CIN NO: L51909DL1963GOI004033

EOI No.: MMTC/KOL/MIN/EOI/2019-20

Date: 08.04.2019

NOTICE INVITING 'EXPRESSION OF INTEREST' (EOI)

Sub: EMPANELMENT OF SUPPLIERS FOR PROCUREMENT OF FERRO-ALLOYS/CALCINED LIME/CALCINED DOLOMITE/PET COKE, FOR SUPPLY TO NEELACHAL ISPAT NIGAM LIMITED(NINL), DUBURI (ODISHA).

MMTC Limited invites Expression of Interest (EOI) from manufacturer/traders of Ferro Alloys, Calcined Lime, Calcined Dolomite and Pet Coke, for supplying to Neelachal Ispat Nigam Limited (NINL), Duburi (Odisha). The last date for submission of the EOI is **31.03.2021**. For further details, please visit www.mmtclimited.com or www.eprocure.gov.in.

General Manager(Minerals)



NIC BUILDING , 8.INDIA EXCHANGE PLACE, KOLKATA – 700 001
Phone No: (033) 2242-1252/1267/1288/7203/7205 Fax No: (033) 2242-1292

Website : www.mmtclimited.com

CIN NO: L51909DL1963GOI004033

EOI No.: MMTC/KOL/MIN/EOI/ 2019-20

Date: 08.04.2019

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

Neelachal Ispat Nigam (NINL), a company promoted by MMTC Limited and Industrial Promotion and Investment Corporation of Odisha Limited (IPICOL) has set up an integrated 1.1 million ton capacity Iron & Steel Plant at Kalinga Nagar Industrial Complex, Duburi, Dist: Jajpur, Odisha(India).

MMTC Limited , Regional Office Kolkata , having its address at 'NIC Building 4th Floor, 8 India Exchange Place, Kolkata-700001, West Bengal (India) invites Expression of Interest (EOI) from the manufacturers/trader of (i) Calcined Lime (SMS grade), (ii) Calcined Dolomite (SMS grade), (iii) Silico Manganese,(iv) Ferro Silicon, (v) Ferro Manganese and (vi) Pet Coke, for supplying to NINL plant.

The last date for submission of the EOI is 31.03.2021. The evaluation and selection process to empanel suppliers shall be conducted once in every month, as elaborated at clause no. 14 of EOI terms and conditions.

Interested Manufacturers/Traders may submit their EOIs for Empanelment in a sealed envelope, so as to reach General Manager (Minerals), MMTC Kolkata Regional Office. The sealed envelope shall have to be super scribed with 'Expression of Interest no.: MMTC/KOL/MIN/EOI/2019-20 dated 08.04.2019.

MMTC reserves the right to accept/ reject any or all EOIs without assigning any reason thereof. Interested bidders are requested to read the terms and conditions before submitting their EOIs.

Objective of the EOI

The purpose of this EOI is to prepare a panel of suppliers of Ferro Alloys/Calcined Lime/Calcined Dolomite/Pet Coke, for supplying to NINL. NINL from time to time shall give their requirement of their aforesaid material to MMTC, and MMTC will in turn invite limited tenders for technical and price bids from the empanelled suppliers. MMTC will enter into a tripartite agreement with the successful bidder(s) and NINL against each limited tenders for supplying the material to NINL.

Terms and Conditions of the EOI

1. ELIGIBILITY CRITERIA :

- i. The Applicant should be a manufacturer (own facility/conversion)/trader of Ferro Alloys/Calcined Lime/Calcined Dolomite/Pet Coke in India.
- ii. The applicant should have minimum 1 (one) year experience in successful supply of Ferro Alloys/Calcined Lime/Calcined Dolomite/Pet Coke to steel plants in India.

2. KYC DOCUMENTS REQUIRED FOR EMPANELMENT

- i. Copy of the GST registration certificate.
- ii. Copy of PAN of the company/partners (in case of partnership firm)/proprietor(in case of proprietorship firm).
- iii. Copy of Memorandum of Association (MOA) of the company/ Partnership deed (in case of partnership firm).
- iv. Copy of the audited balance sheet and Profit & Loss account for last 3(three) financial years.
- v. Copy of latest Income Tax return.
- vi. Copy of 'Certificate of Incorporation' of the company (as per Company's Act)
- vii. Copy of the trade license.
- viii. List of Directors/Proprietors/Partners, along with color photo.
- ix. Bank account details of the applicant.
- x. Credit rating report of the firm from a reputed credit rating agency of India (like D&B/CRISIL/ICRA etc.).
- xi. Documentary proof, showing the applicant's experience in successful supply of Ferro Alloys/Calcined Lime/Calcined Dolomite/Pet Coke to steel plants in India.

3. **PRODUCT WISE SPECIFICATION***
- | | |
|----------------------------------|-------------------------|
| a. Calcined Lime (SMS grade) | : as per Annexure-I.a |
| b. Calcined Dolomite (SMS grade) | : as per Annexure-I.b |
| c. Silico Manganese | : as per Annexure-I.c&d |
| d. Ferro Silicon | : as per Annexure-I.e |
| e. Ferro Manganese | : as per Annexure-I.f |
| f. Pet Coke | : as per Annexure-I.g |

**The specifications may change as per requirement of NINL.

4. **DELIVERY TERMS** : Ex 'FOR NINL works', Duburi (Odisha).

5. **MODE OF DELIVERY** : By Road.

6. PACKAGING AND MARKING

The packing shall be in 1 MT Jumbo bag (For PET COKE: 25 kgs in double gunny bags and 40 such bags packed in 1 MT jumbo bag). The bags must sustain capacity for handling Crane. The packing bags should be marked with Supplier's name in abbreviation, Bag Gross Weight and Net Weight. Packing should be in good condition properly sealed and Bags should be marked with Names and Address of Supplier (in brief) and Name of Commodity. Trucks should carry cargo properly covered in tarpaulin, sealed, to prevent in-transit losses, pilferage and tamper. MMTC shall not be responsible for any losses in-transit and any suspected pilferage, shortages, quality tampering, etc. en-route, shall be on seller's account.

7. PRICING TERM

As and when MMTC invites limited tender among the empanelled, the bidder shall quote an 'All inclusive price (in the prescribed Format)' in Indian National Rupees (INR) PMT on 'F.O.R/NINL works' basis.

8. SUPPLY SCHEDULE AND DELIVERY

The delivery schedule shall be as per the instructions of NINL. MMTC/NINL reserves the right to extend delivery period by a maximum 2 months from the date of expiry of the supply contract, on the same price and terms & conditions. The time of delivery shall be the essence of the contract. MMTC reserves the right to increase the order quantity by maximum 50%, in case of emergency, under same price and terms & conditions.

9. WEIGHMENT

Received and accepted weight at NINL plant shall be considered as final. Suitable adjustments may be made by the inspector of NINL towards bag weight for determining net weight of the cargo and moisture (in case of wet material). Decision of NINL works shall be final in this regard.

10. SAMPLING AND ANALYSIS

The supplier shall provide copy of pre-despatch Analysis Certificate by 3rd Party Independent Analyst Firm of International repute M/s Mitra S.K or M/s Superintendent Company Ltd (SUPCO), and the analysis certificate should accompany each truck and also should be sent along with documents. The Certificate should state the Purchase Order no / Contract Number and date. The Test Certificate should certify the chemical Composition and Size Distribution of the material delivered and a copy of the Certificate should accompany each truck, compulsorily. If the above two nominated Analyst Firms are not available at the Producers location, then the Supplier may arrange to submit pre-despatch Test / Analysis Certificate by 3rd Party Independent reputed Analyst Firm. **However, NINL plant analysis report shall be considered as final and binding for all purposes.**

Joint Inspection & Analysis in case of Product Failure/Dispute:

In case material supplied does not adhere to agreed specification a joint sampling and analysis will be carried out by NINL with the party. The result of joint sampling and analysis at NINL shall be final & binding on both the Actual User and the seller for purpose of payment. In case of rejection, the supplier will have to lift the material within 7days from NINL plant premises at his own risks and costs. In case the material is found in NINL plant premises beyond 14 days the Actual User may dispose the same in their own way, with cost and consequences on to supplier.

11. REJECTION CLAUSE

Only materials conforming to the specifications mentioned in the order should be loaded. Materials not conforming to the order shall stand rejected. Supplier shall replace the rejected materials free of cost on FOR plant/stores basis within the original delivery schedule or as advised by the plant. Supplier must remove the rejected goods within specified time period by Actual user plants. It is the supplier's responsibility to remove the rejected material from works within 7 days of intimation over phone, fax, e-mail, and letter.

12. PAYMENT TERMS

MMTC shall make 100% payment within the 21 days from the date of submission of all documents at NINL and at MMTC, Kolkata, provided all the documents are in order and subject to min 30 days from date of receipt of cargo at NINL (GARN (Good Acceptance/ Rejection Note) generated, depicting Goods in good order), at office of GM (Minerals) MMTC Kolkata, NIC Building (4th Floor), 8-India Exchange Place, Kolkata-700001.

13. CONSIGNOR AND CONSIGNEE

The Seller shall consign the material in favour of M/s.Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi-755026, Dist-Jajpur, Odisha . The seller will be the Consignor, MMTC will be the buyer and NINL shall be the consignee.

14. SELECTION OF SUPPLIERS FOR EMPANELMENT

- i.** The sealed EOIs received from the applicants shall be opened on the last working day of every month, for evaluation and selection for empanelment. The first lot of EOI shall be opened for evaluation and empanelment on 30.04.2019 and for the subsequent months the EOI shall be opened on the last working day of every month upto 31.03.2021.
- ii.** After verification of eligibility and requisite documents of the applicant, MMTC will issue 'Letter of Empanelment (LOE)' to the successful applicant. The applicant shall have to give their acceptance to the LOE of MMTC in writing (duly signed and stamped).
- iii.** The empanelment of an applicant shall be effective from the date of receipt of acceptance to the LOE from the successful applicants.
- iv.** The EOI shall remain open till 31.03.2021. However the empanelment of suppliers is a continuous process, and the panel of suppliers shall be added every month as per clause 14(i) and 14(ii). Interested parties can apply for empanelment within the validity period of the EOI.

15. VALIDITY OF THE EMPANELMENT

The panel of suppliers shall remain valid upto 31.03.2021.

16. GENERAL TERMS AND CONDITIONS

- a.** The applicant shall express its interest for empanelment as per the proforma application at Annexure-II.
- b.** The applicant shall give an undertaking (as per Annexure-III), stating that they have not been blacklisted, debarred or banned by any Central Government or State Government Agency (ies)/Organization(s) on the date of submission of the EOI.
- c.** The applicant shall have to sign an integrity pact (as per Annexure-IV), in case the tender value exceeds Rs 20 crores.
- d.** The applicant shall have to submit signed and stamped copy of the EOI (sign and stamp in all pages), as a mark of acceptance to the EOI terms.
- e.** The applicant's EOI is to be kept valid for acceptance for a period of 60 days from the date of submission of the EOI.
- f.** Selection of supplier(s) from amongst the applicants will be done at the sole discretion of MMTC. Decision of MMTC in this regard shall be final and binding on the applicants.
- g.** The terms and conditions enumerated in the EOI are only illustrative and not exhaustive. The selected supplier(s) from the panel will have to enter into transaction wise contract as devised by MMTC.
- h.** As and when NINL gives their requirement, MMTC will accordingly invite price bid from the empanelled suppliers.

- i. The order shall be placed on L-1 'Landed Cost Net of Input Tax Credit' (LCNITC) price against the tender. MMTC shall at its discretion place order on more than one supplier. In case MMTC decides to place order on two suppliers, the L2 have to match the LCNITC Price and Terms of L1. Quantity will be distributed in ratio 70:30 between L1 Bidder and L2 Bidder subject to L2 matches L1 price.
- j. MMTC reserves the right to cancel or reject any or all EOIs without assigning any reason whatsoever and the decision of MMTC in this respect shall be final and binding and shall not be liable to be questioned in any court or before any authority.
- k. In the event of any changes/alterations found in the EOI terms, applicants giving false information, applicants not submitting requisite documents/information/data as envisaged in the EOI, non-compliance to EOI terms etc, may lead to rejection of the EOI application.
- l. MMTC shall have the right and authority to review/modify/amend any condition of this EOI.
- m. MMTC is not bound contractually or in any way to any of the applicant to this EOI and not liable for any costs or compensation incurred by the applicant in relation to the consideration of this EOI.
- n. Mere applying against this EOI does not in any way commit or otherwise obliges MMTC to proceed with all or any part of the EOI process. MMTC at its absolute discretion shall elect to abandon the EOI either in part or in whole without giving prior notice to the prospective suppliers.
- o. The applicant shall submit the sealed EOI in the tender box kept in MMTC Kolkata office.

17. FORCE MAJEURE CLAUSE

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

18. FRAUD PREVENTION CLAUSE

- (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 www.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.

19. HOLIDAY LISTING CLAUSE

Notwithstanding anything contained in this agreement, first party'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, the first party at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

20. ARBITRATION CLAUSE

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this 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 the arbitration will be at Kolkata.

1. **Material** : **Calcined Lime (SMS Grade)**

Sl.	Element	PERCENTAGE	VARIATION/REMARKS
1.	CaO	88.0% Min.	Below 85% rejection. 85%-<88%: 1% penalty for each percent deviation.
2.	SiO ₂	2.5% Max.	Above 2.5% rejection.
3.	Al ₂ O ₃	1.50% Max.	Above 1.5% rejection.
4.	SULPHUR	0.05% Max.	Above 0.05% rejection.
5.	TAI	4.00% Max.	Above 4.5% rejection, >4%-4.5%: 1% Penalty.
6.	REACTIVITY	300 MI of 4(N) HCL in 5min (Min)	
7.	LOI	4.00% Max.	Above 7% rejection, >4% -7%: 1% Penalty for each percent deviation.
8.	BULK DENSITY	0.8 T/m ³ – 1.0 T/m ³	
9	Size (30-70mm)	90% Min	Below 88% rejection
a.			
b.	Under size (-30mm)	5% Max	Above 7% Rejected; 5-7% Penalty 10-20 mm: 1% Max (penalty for each 0.1% increment @ 1% of quantity exciding permissible limit) -10mm : 1% Max (penalty for each 0.1% increment @ 1% of quantity exciding permissible limit)
c.	Oversize (+70mm)	5% Max	Rejection above 5%

2. Material : Calcined Dolomite (SMS grade)

Sl.	Element	PERCENTAGE	VARIATION/REMARKS
1.	CaO	53.0% Min.	Below 50% rejection. 50%-<53%: 1% penalty for each percent deviation.
2.	MgO	35.0% Min	Below 30% rejection. 30%-<35%: 2% penalty for each percent deviation.
3.	SiO ₂	2.5% Max.	Above 3.0% rejection. >2.5% - 3%: 2% penalty
4.	Al ₂ O ₃	1.50% Max.	-
5.	SULPHUR	0.05% Max.	-
6.	TAI	4.00% Max.	Above 5.0% rejection, >4% - 5%: 2% Penalty.
7.	LOI	3.00% Max.	Above 5% rejection, >3% - 5%: 2% Penalty for each percent deviation.
Size (30-70mm)		90% Min	Below 88% rejection
Under size (-30mm)		5% Max	Above 7% Rejected; 5-7% Penalty 10-20 mm: 1% Max (penalty for each 0.1% increment @ 1% of quantity exciding permissible limit) -10mm : 1% Max (penalty for each 0.1% increment @ 1% of quantity exciding permissible limit)
Oversize (+70mm)		5% Max	Rejection above 5%

3. Material : Silico Manganese

SI	Element	PERCENTAGE	VARIATION/REMARKS
1.	Manganese	60%-65%	Below 58% rejection. 59% - <60%: 2% penalty; 58%-<59%: 4% penalty.
2.	Silicon	14%-17%	Below 12% rejection. 13% - <14%: 2% penalty; 12%-<13%: 4% penalty.
3.	Carbon	2.0% Max.	Above 2.0% rejection
4.	Sulphur	0.03% Max	Above 0.03% rejection
5.	Phosphorus	0.30% Max.	Above 0.30% rejection
6.	Size	90% min	Below 88% rejection
a.	(20-60mm)		
b.	Undersize (-20mm)	5% max	Above 6% rejection
c.	Undersize (-10mm)	Nil	Above 1% rejection. (Penalty: For every 0.1% increase within 0-1% penalty @1% on the quantity exciding permissible limit).
d.	Oversize (+60mm)	5% Max	Above 6% rejection
e.	Oversize (+70mm)	Nil	Above 1% rejection. (Penalty: For every 0.1% increase within 0-1% penalty @1% on the quantity exciding permissible limit).

4. Material : Silico Manganese

SI	Element	PERCENTAGE	VARIATION/REMARKS
1.	Manganese	65%-70%	Below 63% rejection. 64% - <65%: 2% penalty; 63%-<64%: 4% penalty.
2.	Silicon	15%-20%	Below 13% rejection. 14% - <15%: 2% penalty; 13%-<14%: 4% penalty.
3.	Carbon	2.0% Max.	Above 2.0% rejection
4.	Sulphur	0.03% Max	Above 0.03% rejection
5.	Phosphorus	0.30% Max.	Above 0.30% rejection
6.	Size	90% min	Below 88% rejection
a.	(20-60mm)		
b.	Undersize (-20mm)	6% max	Above 6% rejection
c.	Undersize (-10mm)	Nil	Above 1% rejection. (Penalty: For every 0.1% increase within 0-1% penalty @1% on the quantity exciding permissible limit).
d.	Oversize (+60mm)	6% Max	Above 6% rejection
e.	Oversize (+70mm)	Nil	Above 1% rejection. (Penalty: For every 0.1% increase within 0-1% penalty @1% on the quantity exciding permissible limit).

5. Material : Ferro Silicon

Sl.	Element	PERCENTAGE	VARIATION/REMARKS
1.	Silicon	70%-75%	Below 68% rejection. >69% - <70%: 2% penalty; 68% - 69%: 4% penalty
2.	Carbon	0.15 % Max	Above 0.15% rejection
3.	Aluminum	1.50% Max.	Above 1.50% rejection
4	Sulphur	0.05% Max	Above 0.05% rejection
5.	Phosphorus	0.05% Max.	Above 0.05% rejection
6.	Size	90% Min	Below 88% rejection
a.	(20-60mm)		
b.	Undersize (-20 mm)	5% max	Above 6% rejection
c.	Undersize (-10 mm)	Nil	Above 1% rejection. (Penalty For every 0.1% increase within 0-1 % penalty @1% on the quantity exciding permissible limit.
d.	Oversize (+60mm)	5% max	Above 6% rejection
e.	Oversize (+70 mm)	Nil	Above 1% rejection. (Penalty For every 0.1% increase within 0-1 % penalty @1% on the quantity exciding permissible limit.

6. Material : Ferro Manganese (High Carbon)

Element	SPECIFIED LIMIT	VARIATION/REMARKS
Manganese	70%-74%	Below 68% rejection, 69% - <70%: 2% penalty; 68% - <69%: 4% penalty
Silicon	1.5 % Max	Above 1.5% rejection
Carbon	8 % Max.	Above 8% rejection
Sulphur	0.05% Max	Above 0.05% rejection
Phosphorus	0.35% Max.	Above 0.40% rejection,>0.35%- 0.40%:2% Penalty
Size (20-60mm)	90% min	Below 88% rejection
Undersize (-20mm)	5% max	Above 6% rejection
Undersize (-10mm)	Nil	Above 1% rejection. (Penalty: For every 0.1% increase within 0-1% penalty @1% on the quantity exciding permissible limit).
Oversize (+60mm)	5% Max	Above 6% rejection
Oversize (+70mm)	Nil	Above 1% rejection. (Penalty: For every 0.1% increase within 0-1% penalty @1% on the quantity exciding permissible limit).

7. Material : PET COKE

Sl.	Element	PERCENTAGE	VARIATION/REMARKS
1.	Fixed Carbon	99%	Below 98% rejection. 98% - <99%: 2% penalty;
2.	Ash	0.5 % Max	Above 0.5% rejection
3.	V.M	0.4% Max.	Above 0.4% rejection
4	Moisture	0.1% Max	Above 0.1% rejection
5.	Sulphur	1% Max	Above 1.25% rejection; >1.0% -1.25% : 2% penalty.
6.	Phosphorus	0.5% Max.	Above 0.5% rejection
a.			
b.	Size (3-10mm)	90% Min	Below 88% rejection
c.	Undersize (-1mm)	1% Max	(Penalty: For every 0.1% increment @1% on the quantity exciding permissible limit).
d.	Oversize (+15mm)	1% Max	(Penalty: For every 0.1% increment @1% on the quantity exciding permissible limit).

(on the letter head of the firm)

Date:

To
The General Manager (Minerals)
MMTC Limited
Kolkata

Dear Sir,

Sub: EOI no. EOI No.: MMTC/KOL/MIN/EOI/ 2019-20 dated _____ .

With reference to your subject EOI, we hereby express our interest to supply the following items to MMTC/NINL:

Sl.No.	Item	Specification	Please tick the item of interest
1.	Calcined Lime(SMS grade)	as per the EOI	
2.	Calcined Dolomite (SMS grade)	as per the EOI	
3.	Silico Manganese	as per the EOI	
4.	Ferro Silicon	as per the EOI	
5.	Ferro Manganese	as per the EOI	
6.	Pet Coke	as per the EOI	

We are agreeable to all the EOI terms & conditions. Accordingly we are submitting herewith the following:

1. The required KYC documents.
2. Undertaking, as per annexure-III
3. Integrity pact, as per annexure-IV
4. Signed copy of the EOI, as a mark of acceptance to the EOI terms.

In view of the above, request you to empanel our firm for supply of aforesaid items please.

Thanking you.

For and on behalf of _____ (name of firm)

(Authorized signatory)

Enclo: As above.

DECLARATION

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

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

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

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

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

In case of partnership firm

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

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

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

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

In case of Company

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

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

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

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

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

Place

Date

Signature of bidder

Name & Designation of the signatory.

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 Buyer/Vendor/Bidder. In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the

Agreement/Contract between us.

In order to achieve the goals. MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section1 – Commitments of MMTC :

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.

a) No employee of MMTC, personally or through family members will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.

b) MMTC Will during the tender/auction/e-auction/e sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.

c) MMTC will exclude from the process all known prejudiced persons.

2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be substantive suspicion in this regard. MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s) :

1. The tender/auction/e-auction/e-sale/sale/purchase commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e sale/sale/purchase process and during the contract execution.

a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the

Buyer(s)/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 Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.

e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting has bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the

Contract.

2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future

Contracts :

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question. MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e sale/ sale/purchase process or to terminate the contract, if already signed, for such reason.

a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question. MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

b) If the Buyer(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.

c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/esale/ sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.

3. If the Buyer(s)/Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s)/Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s)/Vendor(s)/Bidder(s)

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

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

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the obtain to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to his by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CMD, MMTC, substantiate suspicion of an offence under relevant Anti Corruption Laws of India and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.

8. The word "IEM" would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Vendor is partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
.....

(For & on behalf of MMTC)
(Official Seal)

(For & on behalf of supplier)
(Official Seal)

Place:.....

Date :.....