



Sub - Regional office, MMTC Limited, Kalinga Road, Barbil– 758035

Telephone No.06767-275580

CIN NO: L51909DL1963GOI004033

EOI No. MMTC/BBN/DOLOMITE/Empanelment/2018-19

Dated 21/03/2019

Last Date for Submission of EOI for Empanelment - 30/09/2019.

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FROM MINE OWNERS & TRADERS FOR EMPANELMENT TO SUPPLY DOLOMITE (19.5%MgO)

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 , Sub- Regional Office Barbil , having its address “ Kalinga Road, AT/PO Barbil, Keonjhar 758035, Odisha(India) invites Expression of Interest (EOI) from the Dolomite Mine Owners/Traders only for Empanelment to supply Dolomite (15 mm to 50mm size), basis 19.5% MgO to NINL Plant (Actual User) at Duburi, Odisha, (India).

Empanelment is a continuous process and therefore, MMTC may extend the last Date for Empanelment, if required. For further details, please visit MMTC’s website www.mmtclimited.com or Govt. of India’s Procurement Portal www.eprocure.gov.in

Interested Dolomite Mine Owners/Traders may submit their EOIs for Empanelment in a sealed envelope in the tender box kept in the Office of MMTC Limited, Sub-Regional Office,Barbil. EOIs shall super-scribe (on the envelope) Name of Company, contact Person, Phone/Fax/e-mail Address, EOI number and Date of EOI submission. In complete offer or offer received after closing date time shall be rejected. In case any changes in NIT come to notice subsequently by MMTC, the same will be rejected summarily, as this EOI is freely downloadable from websites.

MMTC reserves the right to Empanel one or more suppliers and also reserves the right to accept/ reject any or all EOIs without assigning any reason thereof. Mine Owners/Traders shall send their EOIs addressed to the Manager, MMTC Limited, Sub-Regional Office,Barbil. Mine Owners/Traders are requested to read the terms and conditions before submitting their EOIs.

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After verification of eligibility and requisite documents of the Mine Owners/Traders, MMTC will send Empanelment Confirmation to the qualified Dolomite Mine Owners/Traders. The Empanelled Traders will be allowed to participate in MMTC's up coming "Limited Short Tenders with 3 to 7 days Notice Period" to be floated from time to time.

NB: Mine Owners those who have already applied/empanelled need not to submit further for empanelment.

MMTC's up coming "Limited Short Tenders with 03 to 07 days Notice Period" for the Empanelled Dolomite Mine Owners/Traders will have two parts:

1) Technical Bid: In the Technical Bid, the Empanelled Mine Owners/Traders will have to only submit the Limited Short Tender NIT signed and stamped by the Mine Owner/Trader in all the pages as a token of acceptance of the terms and conditions, along with interest free EMD amount of Rs.1,00,000/- (Rupees One Lakh) only and Letter of Authorization from Mine Owner (in case of Trader) as per clause No.4.15.

2) Price Bid: The Empanelled Mine Owner/Trader will have to submit "Price Bid" in the prescribed format. The Price Bids of technically qualified Mine Owners/Traders will be opened. In case of Mine Owner & Traders (outside Odisha), MMTC will be the Buyer and issue Purchase Order to the successful bidders and payments will be released by MMTC. In case of Traders (within Odisha), NINL will be the Buyer and issue Purchase Order to the successful bidder and settled the bill directly by NINL.

CLAUSE :1. ELIGIBILITY CRITERIA (Mine Owner)

1.1 The Applicant should be a Dolomite Mine Owner from India

1.2 The Applicant shall not have been blacklisted, debarred or banned by any Central Government or State Government Agency(ies) / Organization(s) on the date of submission of EOI. The applicant has to submit an undertaking to this effect.

CLAUSE :2. Documents Required :

2.1 Request Letter (in Letter Head) for Empanelment with all supporting documents.

2.2 Name, Address, Mobile Numbers, E-mail ID, signed copy of Aadhaar Card of Proprietor/Partners/ Directors along with list of partners (in case of Partnership) and Directors (in case of Limited Company) to be submitted.

2.3 Self Certification by Mine Owners.

2.4 Self Certified copy of IBM Registration Certificate.

2.5 Self Certified copy of PAN card.

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- 2.6** Self Certified copy of GST Registration Certificate clearly indicating the Commodity (Dolomite) being dealt and copies of 03(Three) monthly GST returns(Latest)
- 2.7** Local Office Address with FAX /E-mail ID/ Telephone Number/ Mobile Number.
- 2.8** All the pages of this EOI must be stamped and signed by the Mine Owner and submitted as a token of acceptance of the terms and conditions.
- 2.9** Bank Account details.
- 2.10** A latest Positive Bank Reference Report (in original), not older than six months from the date of application.
- 2.11** **Audited Financial Statements for the last three completed years. In case the firm is new and is yet to complete three years, audited financial statements be submitted since incorporation.**
- 2.12** Signed copy of this EOI for acceptance of terms and conditions.
- 2.13** An undertaking for Clause No. 1.2
- 2.14** Signed copy of Integrity Pact (in prescribed Format : Annexure – I) with MMTC.
- 2.15** Declaration regarding banning of business dealings (in prescribed Format : Annexure – II).

CLAUSE :3. ELIGIBILITY CRITERIA : Traders

- 3.1** The Applicant should be a Dolomite Trader within Odisha & outside Odisha.
- 3.2** The Applicant shall not have been blacklisted, debarred or banned by any Central Government or State Government Agency(ies) / Organisation(s) on the date of submission of EOI. The applicant has to submit an undertaking to this effect.

CLAUSE :4. DOCUMENTS REQUIRED FOR EMPANELMENT :

- 4.1** Request Letter (in Letter Head) for Empanelment with all supporting documents.
- 4.2** Name, Address, Mobile Numbers, E-mail ID, signed copy of Aadhaar Card of Proprietor/Partners/ Directors along with list of partners (in case of Partnership) and Directors (in case of Limited Company) to be submitted.
- 4.3** Valid Trade Licence under concerned Mining Circle.

- 4.4 Traders whose cumulative turnover is more than Rs.300 crore in last three years in Dolomite trading is eligible to participate in this tender process.**
- 4.5 Self Certified copy of IBM Registration Certificate.
- 4.6 Self certified copy of PAN Card.
- 4.7 Self Certified copy of GST Registration Certificate clearly indicating the commodity (Dolomite) being dealt along with copies of three monthly GST returns (Latest)
- 4.8 Office address with Fax/e-mail ID/ Telephone Number.
- 4.9 GST Returns for the last (03) three months.
- 4.10 All the pages of the EOI, must be stamped and signed by the bidder and submitted as a token of acceptance of the terms and conditions.
- 4.11 Bank Account details.
- 4.12 A latest Positive Bank Reference Report (in original), not older than six months from the date of application.
- 4.13 Audited Financial Statements for the last three completed years. In case the firm is new and is yet to complete three years, audited financial statements be submitted since incorporation.
- 4.14 An undertaking for Clause No. 3.2
- 4.15 Letter of Authorisation from the Mine Owner offering Dolomite to the trader for entire tender quantity as per required specifications of NINL Plant (to be submitted by the empanelled bidder at the time of bidding for Limited Short Tender).**
- 4.16 In case MMTC invites bids from the Mine Owners also, and both trader and his principal mine owner apply for the tender (even if from a different mine),the application of the mine owner shall be accepted and that of the trader shall be rejected.**
- 4.17 Signed copy of Integrity Pact (in prescribed Format : Annexure – I) with MMTC.
- 4.18 Declaration regarding banning of business dealings (in prescribed Format : Annexure – II).

CLAUSE : 5. GENERAL TERMS & CONDITIONS:

5.1 MMTC will float Limited Tender and send the same to the Empanelled Mine Owners/Traders through their e-mails inviting their Price Bids. The same will also be floated in MMTC's website www.mmtclimited.com and Govt. of India's Procurement Portal www.eprocure.gov.in , followed by Tender Notice in Local Newspapers, if need arises.

5.2 Corrigendum/addendum to be issued, if any, shall be sent to the Empanelled Mine Owners/Traders and also to be hoisted on websites mentioned above.

5.3 In the Limited Short Tender Process, MMTC will act as agent for floating tender and determining L-1 for procurement of Dolomite for NINL(in case of Trader within Odisha).

5.4 In the Limited Short Tender Process, NINL will be the Buyer and sign the Contract with the successful Trader(s)(within Odisha) and issue Purchase Order to the successful trader(s). Payment will also be released by NINL directly.

5.5 M/s.Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi-755026, Dist-Jajpur, Odisha will be the consignee.

5.6 Material will be supplied by Rail only. Destination will be Railway Siding of Neelachal Ispat Nigam Limited, Duburi (NINS) Jajpur,Odisha.

5.7 For evaluation of Price Bids, the landed cost at NINL plant, Duburi, Jajpur,Odisha shall be the basis.

5.8 If required, MMTC may split the quantity amongst L-1 and L-2 bidders with 70:30 ratio, provided L-2 bidder(s) match the landed Cost as per price bid of L-1 bidder. In case, there are more than one L-1 bidder, 100% quantity shall be allocated equally (as far as possible) amongst all L-1 bidders. In case, there are more than one L-2 bidders and they agree to match the landed cost, 70% (approx) quantity shall be allocated to the L-1 bidder and balance quantity shall be equally (as far as possible) allocated among L-2 bidders. In case of L-1 bidder is a mine owner and L-2 bidder is/are Trader/Traders agreeing to match with the L-1 price or vice-versa, the entire tendered quantity will be allotted accordingly as per above.

5.9 The Empanelled Mine Owners/Traders shall ensure compliance of all Central/State Government legislations, policies, guidelines, orders etc. related to any or all of the activities/commodities. The supplier shall undertake to abide by the statutory requirements and guidelines of the Central /State Governments from time to time.

5.10 The Supplier will also be required to sign Integrity Pact (in prescribed Format :

Annexure – I) with MMTC.

5.11 In case wrong information with regard to the eligibility criteria or otherwise is furnished by any Mine Owner/Trader, MMTC may debar the Mine Owner/Trader from entering into any commercial transaction of any nature with MMTC for a period of one year which can be extended up to three years.

5.12 Empanelment is a continuous process and therefore, MMTC may extend the last date of this empanelment as and when required.

5.13 MMTC reserves the right to accept or reject any offer of empanelment notice without assigning any reasons whatsoever. The decision of MMTC in this regard shall be final and binding on all participating suppliers.

5.14 Empanelment of suppliers by MMTC does not entail any commitment from MMTC to enter into contracts during the validity of empanelment. MMTC reserves its right to abandon any part or whole of process without prior notice to prospective bidders.

5.15 All other terms and conditions will be as per the Limited Tender to be floated from time to time.

CLAUSE : 6. COMMODITY : DOLOMITE (15MM to 50MM size) 19.5% MgO Content basis (WMT basis by Rail)

7. SPECIFICATIONS :

(a) Chemical Specification (Dolomite Lumps)

Chemical	Composition
MgO	19.5% Min
SiO ₂	4% Max
Al ₂ O ₃	2.5% Max

(b) Penalty and Acceptable Limits (Dolomite Lumps)

Item	Specification	Acceptable Limit	Penalty
MgO	19.5% Min	Less than 19.5% & up to 19%	@ 2% for every 0.1% decrease or part thereof.
SiO ₂	4% Max	More than 4% & up to 4.5%	@ 2% for every 0.1% increase or part thereof.

The material beyond acceptable limit of penalty will be rejected.

(c) Physical Specification and Tolerance Limits (Dolomite Lumps)

		Remarks
Size	15 mm to 50 mm	All over size material above 5% will be rejected. All under size material above 5% will be rejected.
- 15 mm	5% Max.	
+ 50 mm	5% Max.	
+ 60 mm	NIL	

CLAUSE 8 : PRICE :

“The bidder shall quote Price (in the prescribed Format) in Indian National Rupees (INR) PWMT on F.O.R loaded into wagon basis” and price should firm during the contractual period. The price shall be inclusive of royalty and exclusive of GST, labour welfare cess, which will be as per the prevailing rates. Taxes shall be paid at actual, any variation in the rate of Royalty, GST, Cess during the contractual period shall be to the account of the buyer subject to submission of documentary evidence to that effect by the supplier. However, for the purpose of evaluation of bids, landed cost F.O.R NINL Plant shall be considered. Landed cost F.O.R NINL Plant shall be calculated as below :

Landed Cost for NINL Plant : Quoted price (INR/WMT) + Railway Freight Amount from loading siding to NINL Siding + GST – Tax Input credit (if any).

CLAUSE 9 : WEIGHT /RAILWAY DUES :

9.1 The weight of the Dolomite received on F.O.R loading station basis shall be determined on the basis of weight recorded at Govt. approved road weighbridge or the quantity unloaded at Railway Siding on the basis of Transit Permits issued by the concerned Mining Department. Weight determined as above shall be final. OR

9.2 In case of private/public(Railway) Sidings where quantity is determined on the basis of Railway Receipt, quantity in the bill shall be as per the R/R. In case the DDM of concerned Mining Circle permits acceptance of permitted quantity on the basis of weighment of individual lorries without Transit Permit, the total quantity shifted as per statement submitted by the supplier would be acceptable for payment purposes, provided the statement is duly authenticated/attested by the office of the concerned DDM.

9.3 In case of non-weighment of rakes the quantity determined by weight volume ratio by third party assayer shall be binding for determination of **payment purpose only**.

9.4 The Punitive Charges and Dead freight if any payable to the Railways shall be shared 50:50 between the buyer and seller subject to maximum of Rs. 100/- per MT being the share of MMTC on chargeable weight of the rake. Demurrage charges due to delay in loading, penalty due to excess loading per wagon and subsequent adjustment charges shall be to seller’s account. Further, other Railways liabilities, if any, related to the despatch of material shall be to the seller’s account.

9.5 Railway Freight shall be arranged by the Buyer.

CLAUSE 10 : SAMPLING & ANALYSIS OF CARGO :

10.1 At the loading point, an approved / recognized analyst shall be appointed as independent analyst by the **BUYER**, who shall draw samples and analyze for the quantity loaded by the seller.

10.2 The analyst shall determine the specifications (Chemical and Physical) of the ore for a full rake in three lots by giving analysis of elements, components as per required specifications. First 2 (two) lots shall be of 20 wagons each and the 3rd lot shall be for the balance wagons in the rake. The analyst shall provide an analysis certificate showing detailed analysis reports after completion of the lot indicating the weighted average of three lots.

10.3 BUYER reserves the right for joint sampling/analysis by a third party inspection agency nominated by MMTC/NINL to be undertaken at unloading point i.e. NINL plant and the results of such sampling analysis shall be binding for all purposes.

10.4 Drawing of samples at the time of loading of rakes for carrying out chemical and physical analysis shall be done by the public analyst appointed by the **BUYER**. In case seller's representative does not turn up at the time of drawing of samples, the sample so drawn by the public analyst in the presence of buyer's representative would be final and binding on the seller.

Final sample packets prepared by the analyst by crushing, etc. will be divided into 7 (seven) parts and sealed separately in the presence of the representatives mentioned above.

Out of above, two sample packets will be handed over to the representative of NINL, one to seller's representative and one will be retained by the public analyst to conduct the analysis. In case recourse has to be taken for umpire analysis, the fifth set of sample packets (i.e. the umpire's sample) preserved under the safe custody of the analyst concerned, will be used and the balance two set of sample packets will be handed over to the representative of MMTC.

10.5 Cost of such sampling / analysis by the public analyst will be to the seller's account. In the event of recourse, cost of such analysis will be borne as stated in the umpire analysis clause appearing hereunder.

10.6 Umpire Analysis: Whenever the variance between loading station analysis results and unloading station' analysis result is 0.5 % or more in Fe or any other element, **BUYER** shall have the option to forward the sample packet for **umpire analysis**. Umpire analysis shall be final and binding on both parties (Seller and Buyer). *Umpire analysis cost shall be borne by the party whose analysis is more remote from the Umpire analysis. If the result of the analysis is equidistance from the original analysis the charges will be divided equally between the buyer and seller.*

CLAUSE 11 : PAYMENT :

11.1 Provisional Payment (In case of Mine Owners) :

The Seller shall raise TAX INVOICE to MMTC Limited (**GSTIN : 21AAACM1433E1ZB**), for supplying cargo to Buyer after loading the cargo into rakes with **MMTC as Buyer and Neelachal Ispat Nigam Limited as consignee** along with copies of RR, TP Report or Third party Assayers Report as the case may be and Analysis Report at Loading Point. On receipt of Tax Invoice along with supporting documents, MMTC will release provisional payment to the extent of 90% value of the cargo through E-mode on the basis of analysis report (Fe content only issued by third party analyst at Loading

Point) appointed by MMTC and weight determined as per Clause 9 & 10 of this NIT. Quantities as per T.P. (Transit Permit) issued by the Department of Steel & Mines, Govt of Odisha shall be final for both buyer and seller for release of payment which is as per Orissa Mining Rules,2007. Further, all payments are subject to the terms of Purchase Order. **The invoice must be raised by the seller on or after the date of issue of R/R.**

Final Payment (In case of Mine Owners) :

MMTC will issue Debit/Credit Notes for the charges as per Clause 9.4 and 10.5. MMTC will release the final payment after adjustment of Dr/Cr Notes and provisional payment to supplier on E-Mode on the basis of weight as per clause No.9 and complete analysis report determined as per Clause 10 after receipt of cargo by NINL. For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to MMTC in the prescribed format. **The Bank charges for RTGS/NEFT payment will be borne by the Seller holding account in banks other than State Bank of India.**

11.2 Provisional Payment (In case of Traders) :

The Seller shall raise TAX INVOICE to Neelachal Ispat Nigam Limited (GSTIN : 21AAACN9433B1Z0), for supplying cargo to Buyer after loading the cargo into rakes with **Neelachal Ispat Nigam Limited as Buyer and Consignee** along with copies of RR, TP Report or Third party Assayers Report as the case may be and Analysis Report at Loading Point. On receipt of Tax Invoice along with supporting documents, **NINL will release provisional payment to the extent of 90% value** of the cargo through E-mode on the basis of analysis report (Fe content only issued by third party analyst at Loading Point) appointed by NINL and weight determined as per Clause 9 & 10 of this NIT. Quantities as per T.P. (Transit Permit) issued by the Department of Steel & Mines, Govt of Odisha shall be final for both buyer and seller for release of payment which is as per Orissa Mining Rules,2007. Further, all payments are subject to the terms of Purchase Order. **The invoice must be raised by the seller on or after the date of issue of R/R.**

Final Payment (In case of Traders) :

Neelachal Ispat Nigam Limited will issue Debit/Credit Notes for the charges as per Clause 9.4 and 10.5. NINL will release the final payment after adjustment of Dr/Cr Notes and provisional payment to supplier on E-Mode on the basis of weight as per Clause No.9 and complete analysis report determined as per Clause 10 after receipt of cargo by NINL. For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to NINL in the prescribed format. **The Bank charges for RTGS/NEFT payment will be borne by the Seller.**

CLAUSE 12 : INSPECTION :

Inspection of cargo at Buyer's option will be done at mine heads by Buyer's representative. The cost of such inspection will be borne by the bidder. This will, however, not absolve the Seller of its responsibility for supply of the material as per contractual specifications.

CLAUSE 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 . **Supplier will be the Consignor.**

CLAUSE 14 : DEFAULT IN DELIVERY :

In the event of any default in the delivery schedule or non-performance of the contract by the Seller, the **BUYER** reserves the right to forfeit the EMD/Security Deposit amount, besides taking any other action as deemed fit.

CLAUSE 15 : SECURITY :

Within 3(three) working days after receipt of intimation from MMTC or NINL, the successful bidder shall submit security deposit of Rs.5,00,000/-(Rupees Five Lakhs) only in the form of pay order or demand draft issued by any nationalised Bank **in favour of MMTC Limited payable at Barbil, Odisha or Neelachal Ispat Nigam Limited payable at Duburi, Odisha, as the case may be.** On receipt of the above security deposit, the contract shall be executed and EMD shall be returned to the successful bidder. The unsuccessful bidders shall also get back their EMD (s) after 7 working days from the date of Purchase Order issued to the successful bidder(s).

CLAUSE 16 : Arbitration :i) All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this Contract or breach there of shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and the award made in pursuance there of shall be binding on the parties. The Arbitrator/Arbitrators will give reasoned award. The sole arbitrator shall be nominated by the General Manager, MMTC Limited, Bhubaneswar.

ii) Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.

iii) The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.

CLAUSE 17 : Force Majeure :

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

Any waiver / extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfil its obligations under the present contract must within 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract.

Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the Seller for not performing their obligations under the contract.

Delivery period for the undelivered quantities which could not be delivered on account of force majeure situations, may be extended at Buyer's option, subject to acceptance of the price by the Seller available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

If no mutual agreement either for extension of time for supply of Dolomite or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

Clause 18 : (I) Fraud Prevention Policy :

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s): The

Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTCs employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.

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

c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use

improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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

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

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

(II) Holiday- Listing Clause:

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 the agency(s) in accordance with the policy in force.

MMTC limited

B A R B I L

Accepted

Annexure-I

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) (For & on behalf of
(Official Seal) Buyer/Vendor/Bidder/Supplier)
(Official Seal)

Place:.....

Date :.....

EOI No. MMTC/BBN/DOLOMITE/Empanelment/2018-19

Dated 21/03/2019

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address:

Annexure-II

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

Signature of bidder/Supplier

Date

Name & Designation of the signatory.