



Regional office, MMTC Limited, 7<sup>th</sup> floor, Alok Bharati Complex, Sahidnagar,  
Bhubaneswar – 751007, Telephone No.0674-2543331

**NIT No.: MMTC/BBSR/IOP/NINL/02/2018-19**

**Dated 17.05.2018**

Last Date of Submission of Bids: 24-05-2018 at 13: 30 Hours

**SHORT TENDER (NIT) FOR PURCHASE OF IRON ORE PELLETS (64% Fe)**

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, fertilisers 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](http://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 Bhubaneswar, having its address "Alok Bharti Complex, 7<sup>th</sup> Floor, Sahid Nagar, Bhubaneswar-751007, Odisha (India) invites open tender in sealed bids on behalf of NINL in two bid system (Technical Bid and Price Bid) from the manufacturers /suppliers of Iron Ore Pellets, basis 64% Fe content for supply of **10,000 MT (+/- 10%)** to NINL Plant (Actual User) at Duburi, Odisha, (India). Bidders are requested to submit their offers as per the tender documents. The last date of submission of sealed bids is at 13:30 Hours IST on **24-05-2018**. The tender document can be downloaded from MMTC's website ([www.mmtclimited.com](http://www.mmtclimited.com)) or from Govt. of India's Procurement Portal (<http://eprocure.gov.in>).

The tender notice consists of two sections. Section – I (Tender description) and Section – II (Format of Documents). Bidders are requested to read the tender terms before submitting the bids.

Bidders shall submit their bids (both Technical and Price Bids) in a sealed envelope in the tender box kept in the Office of MMTC Limited, Regional Office, Bhubaneswar.

Bidders shall super-scribe (on the envelope) name of company, contact person, Phone/Fax/e-mail address, Tender number and closing date. Incomplete offer or offer received after closing date and time shall be rejected. MMTC reserves the right to issue purchase order to one or more suppliers and also reserves the right to accept/ reject any or all bids without assigning any reasons thereof.

Bidders shall send the bid addressed to the Additional General Manager, MMTC Limited, Regional Office, Bhubaneswar.

The technical bids will be opened at **1530** Hours IST on **24-05-2018** and the price bids of technically qualified bidders will be opened subsequently.

**CLAUSE: 1. ELIGIBILITY CRITERIA:**

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

**1.2 Suppliers / Manufacturers** (i) Self Certified copy of PAN card (ii) Self Certified copy of GST Registration Certificate clearly indicating the commodity (iron ore Pellets) (iii) Letter of authority from Established manufacturer of Iron Ore Pellets in case of suppliers (in prescribe format – Annexure II). (iv) Local Office address with FAX /E-mail ID/ Telephone number(v) All the pages of the tender i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions.

**1.3 EMD of Rs. 3,00,000/- ( Rupees Three Lakh only)** in the form of Demand Draft/Banker’s Cheque ,Pay Order/NEFT favouring MMTC Limited, payable at Bhubaneswar ( A/C No.0010229909115, IFSC-Code-SBIN0006657, State Bank of India Commercial Branch, Ashok Nagar ,Bhubaneswar). Those bidders who intend to deposit EMD through NEFT must ensure that the entire amount of EMD is credited to MMTC’s account before the time of opening of the technical bid. EMD amount shall not carry any interest.

**1.4 KYC COMPLIANCE:** Name, address, Mobile Numbers, signed copy of Pan Card/Voter ID/Passport/Aadhar card of Proprietor/Partners/ Directors along with list of partners (in case of Partnership) and Directors (in case of Limited Company )to be submitted.

**1.5** Bidder is not black-listed by any Govt Department / PSU. In case wrong information with regard to the eligibility criteria or otherwise is furnished by any bidder, MMTC may debar the bidder from entering into any commercial transaction of any nature with MMTC for a period of one year which can be extended up to three years.

**CLAUSE: 2 Commodity: Iron Ore Pellets 64% Fe (Min) Content basis**

**2.1. SPECIFICATIONS:**

<b>CHEMICAL COMPOSITION</b>		<b>PHYSICAL COMPOSITION (Size)</b>	
<b>Fe</b>	64% Fe Min, Acceptable up to 63.50 % with Penalty.	5 MM to 16 MM	
<b>SiO2</b>	3.50 % Max. Acceptable up to 4.00 % with Penalty.	<b>+5 to 16 MM</b>	90% Min Acceptable up to 85.00 % with Penalty.
<b>Al2O3</b>	3.00 % Max Acceptable up to 3.20 % with Penalty.	<b>-5 MM</b>	5% Max Acceptable up to 6.00 % with Penalty.
<b>Phos</b>	0.05 % Max. Acceptable up to 0.07 % with Penalty.	<b>+ 16 MM</b>	5% Max Acceptable up to 9.00 % with Penalty.
<b>Sulphur</b>	0.01% Max. Acceptable up to 0.015 % with Penalty.	<b>Tumbler Index</b>	94% Min
<b>CaO</b>	0.80%.	<b>Abrasion Index</b>	4% Max
<b>FeO</b>	1.0 % Max	<b>CCS</b>	230Kg/p
<b>Mgo</b>	0.50 %		

## **2.2 Penalty.:**

- 2.2.1** @ 1% of base price for every 0.1% decrease of Fe or part thereof.
- 2.2.2** @ 2% of base price for every 0.1% increase of SiO<sub>2</sub> or part thereof.
- 2.2.3** @ 2% of base price for every 0.1% increase of Al<sub>2</sub>O<sub>3</sub> or part thereof.
- 2.2.4** @ 2% of base price for every 0.01% increase of Phos. or part thereof.
- 2.2.5** @ 2% of base price for every 0.001% increase of Sulphur or part thereof.
- 2.2.6** Size 05-16 MM @ 2% of base price for every 1% decrease or part thereof.
- 2.2.7** Size -5MM @ 2% of base price for every 1% increase or part thereof.
- 2.2.8** Size +16 MM @ 2% of base price for every 1% increase or part thereof.

There is no bonus clause. In case of rejection, the Seller shall arrange to take back the rejected material from NINL Plant at its own cost & time within 3 days of receipt of Rejection Notice.

**CLAUSE 3: Quantity & Delivery period: 10,000MT (+/-10%) within 30 days** from the issue of Purchase Order. However, delivery to start immediately after receipt of Delivery Instruction from MMTC.

**3.1.** Quantity can be reduced as per NINL's requirements. MMTC at their option, may issue the purchase order(s) on the successful bidder(s) for full or part thereof the tender quantity. Further, MMTC reserves right to extend the delivery period as per the requirement of plant.

**3.2.** MMTC reserves the right to forego the quantities if not delivered within the contractual delivery period and the EMD/Security Deposit of the concerned bidder to whom Purchase Order has been issued by MMTC, shall be forfeited at the option of MMTC.

**CLAUSE 4: Mode of Delivery:** By Road (Dumpers/Tippers only) delivery at NINL Plant.

**CLAUSE 5: Destination:** Neelachal Ispat Nigam Limited, Duburi (NINS) Jajpur, Odisha.

**CLAUSE 6: Analysis of Cargo:**

The 3<sup>rd</sup> party independent inspection agency (IIA) shall be appointed by MMTC/NINL and the analysis report shall be considered as final at receiving point ( NINL Plant). Analysis report of 3<sup>rd</sup> party IIA of each lot of 5000MT to be submitted by the seller along with delivery of cargo and the cost of IIA shall be borne by seller.

**CLAUSE 7: Price:** "The bidder shall quote price as per "Part-II, Price Bid" in Indian National Rupees (INR) PMT ,delivery at NINL Plant and price should firm during the contractual period. The price shall be inclusive of GST.

**CLAUSE 8 : Weight :**

The weighbridge tolerance of 0.5% shall be allowed. If the weighment at NINL is within the tolerance limit of 0.5% ,the challan weight shall be consider as final. Other wise weighment at NINL weighbridge is final.

## **CLAUSE 9: Payment:**

**9.1 Payment:** The Seller shall raise GST INVOICE to MMTC Limited (**GSTN :21AAACM1433E1ZB**), for supplying cargo to Neelachal Ispat Nigam Limited along with copies of LR , GR , E.Waybill , Analysis Report and weighment report of NINL . MMTC will settle the bills directly with in 30days of receipt of cargo at NINL Plant.

## **CLAUSE: 10: 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 .

## **CLAUSE 11: Default in Delivery:**

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

## **CLAUSE 12: Security:**

**Within 3(three) working days after receipt of intimation from MMTC**, successful bidder shall submit security deposit (interest free) of **Rs.5,00,000/-(Rupees Five Lakhs)** only in the form of pay order or demand draft issued by any nationalized Bank in favour of MMTC Limited payable at Bhubaneswar. 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 14: 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 15: Force Majeure:**

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

Any waiver / extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party

will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

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

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

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 iron ore or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

**CLAUSE 16: Authorisation of Agent/Representative:**

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

**CLAUSE 17: Contract:**

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

**CLAUSE 18: Submission of Tender Bid:**

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

**18.1** Techno-Commercial Bid: One closed envelope (super scribing "Techno Commercial Bid") for Technical bid containing documents mentioned under eligibility criteria, including a copy of this tender (Part -I) duly signed by the bidder with official seal on each page.

**18.2** Price Bid : Second closed envelope (super scribing "Price Bid") for Price bid containing only quoted price per MT on **F.O.T NINL Plant** in INR, duly signed by the bidder with official seal, in the prescribed PRICE BID (Part-II of this tender).

**18.3** Both the closed envelopes put in one closed envelope super scribing "Tender NIT No.MMTC/BBSR/IOP/NINL/02/2018-19 dated 17.05.2018 for supply of Iron Ore Pellets ", to be dropped in the Tender Box kept in the Mineral Division, MMTC Limited, Regional Office, Bhubaneswar within **24-05-2018** by **13:30** hours.

## **CLAUSE 19: General Conditions:**

**19.1** MMTC reserves the right to cancel or, reject any or all bids without showing 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.

**19.2** If required, MMTC may split the quantity amongst L-1 and L-2 bidders, 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 bidder 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 to L-2 bidder.

**19.3** MMTC shall have the right and authority to review/modify/amend any conditions of this tender.

## **Clause No.20 Termination of Contract**

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

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

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

(iii) If quantity delivered by the Seller is analysed below 64 % Fe.

## **Clause No.21: Validity:**

The tendered price/rate will remain valid for 30 days for acceptance by MMTC.

## **Clause No. 22: Integrity Pact:**

The successful Bidder has to sign an Integrity Pact as Annexure- III with MMTC which will be a part of the tender.

## **Clause No.23**

### **(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 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 from EMD/Security Deposit/Credit balance etc.

**(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.

Addl General Manager (Min)  
MMTC limited  
Bhubaneswar

PART-II

PRICE BID

As per Clause No.7 of the tender, we hereby quote our price bid as below:

Price in (INR) Per MT,Basis	INR ..... per MT	
Applicable Taxes GST( .....%)	INR .....per MT	
Transportation Charges( by road)	INR .....per MT	
<b>NET PRICE AT NINL PLANT DELIVERY BASIS</b>	<b>INR.....per MT</b>	
Validity of the offer for acceptance by MMTC	30 days from the date of opening of price bid.	

Note: **1.** L-1 bid shall be evaluated on landed cost based at NINL Plant.

Place:  
Date:

Signature of the Bidder with Official Seal



**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)/Vendor(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)/Vender(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/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover form the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s)/Vender(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 that 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)  
Buyer/Vendor/bidder)  
(Official Seal)

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

Place:.....  
Date : .....

Witness 1.....  
Name :  
Address:

Witness 2.....  
Name :  
Address:

To,  
Addi . General Manager  
MMTC Limited  
Bhubaneswar,

Dear Sir,

Sub : Your tender Notic No.**MMTC/BBSR/IOP/NINL/02/2018-19 dated 17.05.2018**

We,..... a principal manufacturer of Iron Ore Pellets of (Place).... do hereby authorise M/s .....( Name & address of seller) to make an offer in response to this invitation to tender.

We,.....a principal manufacturer of Iron Ore Pellets of (Place).... do hereby convey our consent to supply Iron Ore Pellets to the tender specification through M/s .....( Name & address of seller) as per the terms and condition of the tender.

No company /Firm or individual other than M/S .....is authorised to represent us in regard to this business against this specific tender.

In the event, the offer made by M/s .....being considered by MMTC/NINL for acceptance both M/s .....and ourselves shall be jointly and severally responsible for the due and timely performance of the acceptance to Tender.

We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to tender by the above firm.

Yours faithfully

Name.:

For & on behalf of M/s.....

With seal