

Regional Office: Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007
Phone No.(0674)2547409, 2515847,2510848 Fax:0674-2546847
CIN NO: L51909DL1963GOI004033
Website: www.mmtclimited.com; Email: mmtcbbsr@mmtclimited.com

EOI No. MMTC/BBSR/MIN/EOI/2019-20/01

Date: 12.02.2020

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Subject: EOI FOR EMPANELMENT OF MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF NON-CANALISED IRON ORE (58% to 63.50% Fe & less than 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ HALDIA/ VISAKHAPATNAM PORTS ON F.O.R./ F.O.B. TERMS.

MMTC Limited, A Government of India Enterprise, established in 1963, is a leading International company engaged in International Trading on minerals, agro products, precious metals, non-ferrous metals, pig iron, BFG Slag, MS Billets, 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.

MMTC Limited, Regional Office, 7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar, Odisha invites EOIs from Mine owners/ suppliers/ traders from Joda/Barbil/Koira/other sectors/ iron-ore belts, who wish to be empanelled for supply of non-canalized (58% to 63.50% Fe & less than 57.50% Fe) Iron Ore Fines and Calibrated Lumpy Iron Ore (CLO) to be exported by MMTC or its empanelled supplier directly(where MMTC will act as Agent) on F.O.R./ F.O.B. basis from Paradip/Haldia/Gopalpur/Visakhapatnam Ports. The EOIs shall have to be submitted in sealed cover with requisite documents to MMTC Limited, Bhubaneswar on or before **31.03.2020** at **1500** hrs. The sealed bids shall be opened on the same day at **16.00** hrs. The interested bidders or their authorised representatives may witness the opening of bids.

For further details, please visit www.mmtclimited.com or www.eprocure.gov.in.

N.B.: Previously MMTC has floated EOI ref MMTC/BBSR/MIN/EOI/2018-19/01 Dt. 26.02.2019 in similar line. Those parties, who have participated in said EOI need not participate again in this tender as empanelment is a continuous process, however they may like to submit their wanting documents, if any, for consideration.

Chief Manager (Min)
RO, Bhubaneswar

Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007

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MMTC Limited, a Govt of India Enterprise, invites EOIs from Mine owners/Suppliers/Traders who wish to be empanelled as MMTC's suppliers of Non-Canalized (**58% to 63.50% Fe & Less than 57.50% Fe**) Iron Ore Fines (IOF) and Calibrated Lumpy Iron Ore (CLO) for exports on FOR/FOB basis from Paradip/ Gopalpur/Haldia/Visakhapatnam Ports through MMTC or to MMTC's nominated Foreign Buyer where MMTC will act as an Agent and get agency commission from foreign buyer.

Presently, the Export duty is 30% for iron ore grades having Fe content 58% and above . It is an upfront payment to Customs Authorities thru' TR-6 Challans before filing shipping bills for exports. For iron ore exports having Fe: Below 58% (but not 58% Fe) , no export duty is leviable.

Interested parties are requested to submit their EOIs as per details contained herein.

N.B.: Previously MMTC has floated EOI ref MMTC/BBSR/MIN/EOI/2018-19/01 Dt. 26.02.2019 in similar line. Those parties, who have participated in said EOI need not participate again in this tender as empanelment is a continuous process, however they may like to submit their wanting documents, if any, for consideration.

1. ELIGIBILITY CRITERIA:

- (i) The applicant should be Iron ore mine owner/traders from iron ore belts/sectors with requisite valid permits for sale and transfer of Iron ores wherever applicable.
- (ii) 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 (Refer Annexure-III).
- (iii) The Iron ore mine owner(s)/Traders shall be responsible for regular supply of the required grade material for export purpose through MMTC having required State Govt Mining Permissions/Licence/approvals for the same at all the time.
- (iv) In case of TRADERS, they have to specify the sources of supply and should submit Authorisation Letters from Mine-Owners in their favour indicating continuous cargo supply with export quality iron ore materials to be made for exports through MMTC Limited. The same is required to be submitted later on at the time of future tenders/inquiries.

2. DOCUMENTS REQUIRED (Self certified):

- (i) The Profile of the applicant with details of contact person(s), Phone Nos., Fax No., e-mail ID, complete address of the company, name(s) of bankers, etc. The 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).
- (ii) The Audited financial statements for the last three (3) completed years. In case the firm is new and is yet to complete three years, audited financial statements be submitted since incorporation. Bidders previously submitted same may not submit again.
- (iii) Valid Trade Licence under concerned Mining Circle of State Govt.
- (iv) Traders whose cumulative turnover is more than Rs.300 crore in last three years in iron ore trading is eligible to participate in this Empanelment process.
- (v) A latest positive Bank reference report, in original (not older than six months from the date of application).
- (vi) Copies of IBM/PAN/TAN, VAT / CST / GST Registration certificate for Commodity being dealt- IRON ORE.: The copy of GST Returns in last three months is required to be submitted.
- (vii) Satisfactory or equivalent Credit rating issued within six months prior to the date of this Notice from any one of the Credit Rating Agencies viz. DUN & BRADSTREET, MOODY's/STANDARD & POOR / ICRA/ CARE/ MOODY/ CIBIL, etc. In case the applicant is not having Credit Rating Report from any of the above agencies, they may request MMTC to obtain credit rating on their behalf and cost on this account shall be borne by the applicant. A request in this regard, may be submitted along with the requisite documents.
- (viii) Documentary proof of Eligibility Criteria 1.0 (i) above. (Copies of licence/permits, etc. pertaining to Iron ore may also be submitted).
- (ix) Copies of documents establishing ownership of Iron ore mine in the name of the mine-owners applicant and documents for the Trader Applicants, the mine-ownership documents of their associate mine-owners .
- (x) Information/details as per **ANNEXURES-I, II & III.**
- (xi) Integrity Pact at **ANNEXURE-IV** shall be duly signed and sealed by the bidders
- (xii) 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.
- (xiii) The **Covering Letter** along with above documents clearly indicating the **Grade of Ore to be supplied, FOR or FOB or both basis, Specify convenient source of supply,**

originating stations and destination ports, available quality of cargo at ports or sidings or mine-heads etc, shall be mentioned by all the bidders.

3. TERMS OF SUPPLY:

3 (A) ON F.O.R. BASIS:

- (i) Selected applicants shall be responsible for delivery of cargo on F.O.R. Port Plot basis at the designated plots of Paradip/Gopalpur/Haldia/Vizag Port, at their own cost. The supplier generally shall be CONSIGNOR and MMTC shall be CONSIGNEE of the cargo at Port Plot. The suppliers shall be required to adhere to the contractual cargo specifications and delivery parameters of foreign buyers along with all statutory norms/rules/law provisions.
- (ii) MMTC shall acquire suitable port plot for export of minerals by participating in their tenders/offers and required advance deposits/ payments to Port Authority if any, shall be made after receipt of same in-advance from Bidders.
- (iii) The shipment size shall be according to the plot size to be allocated by PPT/Haldia/Gopalpur/Vizag port. MMTC shall charge an interest at the applicable rate p.a. basis as per Banking Division's Circulars for all advance payments made towards any deposits & other (statutory & non-statutory, plot rent etc.) expenses, for which MMTC is out of pocket and shall be adjusted from net export realisations.
- (iv) MMTC shall make arrangement for Stevedoring/Handling/Documentations, if required, which shall be borne by the Suppliers along with other statutory/ non-statutory deposits/payments. The export duty as applicable will be paid in-advance by Bidders to MMTC for generating TR-6 Challans and filing of shipping bills with Customs Authority prior to exports in the name of MMTC.
- (v) The empanelled bidders would regularly inform MMTC on converging shipload cargo at port plot and also the specifications (both chemical and physical) of the material. Based on specifications and quantity available, MMTC shall invite price bids. The export price shall be finalized taking into account various factors viz. H1 price, meeting of export terms of the supplier/MMTC, etc.
- (vi) The empanelled bidder(s) would be conveyed the **export prices** obtained by MMTC from time to time after receipt of same from overseas buyers and the F.O.R. Port Plot Purchase Price by MMTC shall be arrived at after deducting the likely expenses up to on-board vessel, trade margin and other cost, if any.
- (vii) In case price and terms of export are acceptable to empanelled bidders, a contract between empanelled bidder and MMTC shall be entered into. The empanelled bidder shall accept all terms and conditions of the export contract between MMTC and the overseas buyer and all terms of this export contract shall apply *mutatis mutandis* to back-to-back contract between MMTC and the empanelled F.O.R. bidders, as applicable.

- (viii) MMTC shall pass on the export proceeds upon its receipt from overseas buyers (exchange rates at actuals) after deducting MMTC's trading margin and other expenses upto on-board vessel incurred and likely to be incurred including unsettled demurrage, destination weight and analysis etc, against the F.O.R. Bills of mine-owners/traders. The final payment shall be on the basis of overseas destination quality/quantity reports by CIQ/IIA as applicable.
- (ix) The mine-owners/traders shall be responsible for quality/quantity of material exported and MMTC in no way shall be held accountable for the same. The quantity (provisional) shall be based on R/Rs in case of railway rakes or, based on Weighment Slips of PPT/Haldia/Vizag/Gopalpur Port weighbridge in case of Lorries/ trucks. The handling loss is generally 2% provisionally on cargo procured and actual handling loss shall be borne by the empanelled bidders(not to the account of MMTC), for which the stock reconciliation/ verification by IIA at port plot on volumetric analysis (weight-volume ratio) shall be conducted appropriately. The cargo procured (R/Rs or, Port Weighment slips for Lorries) *minus* Shipment quantity (thru' Draft Surveys by IIA) and cargo remaining in port plot (thru' Weight-Volume Ratio analysis by IIA) may be taken into account for arriving at actual handling losses/ excesses. However, the final quality and quantity shall be derived from draft surveys of exported vessels conducted by CIQ/IIA at destinations (overseas) appropriately and necessary adjustments (debit/credit) may be made which will be binding on mine-owners of goods.
- (x) All expenses relating to export consignments up to on board vessel shall be on account of mine-owners/traders from net-export realization, as applicable. The expenses are generally the advance payment of export duties/taxes along with MGT & Plot rent of Port, the wharfage of Port, Transportation charges of goods from mine head to Port Plot by Lorries or, Railway rakes by paying necessary advance freight and haulage/ siding/ tipping charges (if any), insurance, Stevedoring & Handling charges, protecting agency, IIA charges, B.G./Bank Charges and other statutory & non-statutory charges etc,. Such amounts shall be remitted in advance by mine-owners to enable MMTC as an Exporter to tender the same to the concerned authorities. No interest shall be payable by MMTC on such amounts remitted. However, copies of documents evidencing payments will be provided to the suppliers, if desired.
- (xi) MMTC Ltd. shall be the exporter and the requisite "H" Form (or any other requisite form in case of GST) shall be issued to the mine-owner/traders for Sales Tax purposes. All taxes, duties, charges, levies, cess, etc. shall be to the account of the supplier.

3(B) ON F.O.B. BASIS:

- (i) Selected applicants shall be responsible for delivery of cargo at the designated plots at Paradip/Haldia/Vizag/Gopalpur Port at their own cost. The supplier shall be both CONSIGNEE and CONSIGNOR of the cargo. The suppliers shall be required to adhere to the contractual cargo specifications and delivery parameters.
- (ii) The empanelled suppliers would regularly inform MMTC on converging shipload cargo at port plot and also the specifications (both chemical and physical) of the material. Based on specifications and quantity available, MMTC shall invite price bids. The export price shall be finalized taking into account various factors viz. H1 price, meeting of export terms of the supplier/MMTC, etc.

- (iii) The empanelled supplier would be conveyed the net-export price after deducting MMTC's nominal trading margin on the price received from overseas buyer.
- (iv) In case price and terms of export are acceptable to empanelled supplier, a contract between empanelled supplier and MMTC shall be entered into. The empanelled supplier shall accept all terms and conditions of the export contract between MMTC and the overseas buyer and all terms of this export contract shall apply *mutatis mutandis* to back-to-back contract between MMTC and the empanelled supplier. OR in case where MMTC will act as Agent, the bidder/empanelled supplier shall enter in to agreement with MMTC's nominated foreign buyer.
- (v) The export duty as applicable will be paid in-advance by Bidders to MMTC for generating TR-6 Challans and filing of shipping bills with Customs Authority prior to exports in the name of MMTC Limited. OR in case where MMTC will act as Agent, the bidder/empanelled supplier shall be exporter and do all the export formalities directly.
- (vi) MMTC shall pass on the export proceeds upon its receipt from overseas buyers (exchange rates at actuals) after deducting MMTC's trading margin and other expenses upto on-board vessel incurred and likely to be incurred including unsettled demurrage, destination weight and analysis etc, against the F.O.B. Bills of mine-owners/traders. The final payment shall be on the basis of overseas destination quality/quantity reports by CIQ/IIA as applicable.
- (vii) The supplier shall be responsible for quality and quantity of material exported and MMTC/nominated buyer in no way shall be held accountable for the same.
- (viii) All expenses during the course of exports like Export Duty, port charges, etc. to be borne by the supplier. Such amounts shall be remitted in advance to enable MMTC as an exporter to tender the same to the concerned authorities. No interest shall be payable by MMTC on such amounts remitted. However, copies of documents evidencing payments will be provided to the supplier.
- (ix) MMTC Ltd. shall be the exporter and the requisite "H" Form (or any other requisite form in case of GST) shall be issued to the Supplier for Sales Tax purposes.

4.0 OTHER TERMS:

- (i) The empanelled mine-owner/traders will also be required to sign Integrity Pact with MMTC.
- (ii) The selected bidder shall ensure compliance of all Central/State Government legislations, policies, guidelines, orders etc. related to any or all of the above activities/commodities. The bidder shall undertake to abide by the statutory requirements and guidelines of the Central /State Governments from time to time.

- (iii) MMTC reserves the right to accept or reject any or all offers of empanelment notice without assigning any reasons whatsoever. The decision of MMTC in this regard shall be final and binding on all participating bidders.
- (iv) MMTC also reserves the right to choose the mine-owners/suppliers/traders for export of non-canalised iron ore from other sources/ suppliers beyond this EOI Bidders without assigning any reasons thereof.
- (v) Empanelment of mine-owners/traders 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. As empanelment is also a continuous process, interested bidders who qualify the terms of EOI during the intermittent period may also get the limited enquiry.
- (vi) The applicant shall keep MMTC indemnified and harmless at all times against any losses, claims, liabilities, proceedings, damages etc arising out of indented transactions or in connection with any of the terms and conditions of this EOI and subsequent agreements, if any.
- (vii) The prospective bidders who qualify as empanelled mine-owners/traders to MMTC would be individually notified after the evaluation process of empanelment is complete.
- (viii) 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.
- (ix) Corrigendum/addendum issued, if any, shall only be hoisted on websites mentioned above.
- (x) In case any document is not in English or Hindi, bidder shall submit (along-with original bid document) self certified translated copy of the same in English or Hindi.

5.0 FORCE MAJEURE CLAUSE:

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;

Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;

Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection "Strikes and lock outs. If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.

6.0 ARBITRATION :

All disputes arising between the parties (MMTC and the Agency) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by the RO Head, MMTC Limited, Bhubaneswar. The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties. Venue of arbitration shall be Bhubaneswar. Only Courts in Bhubaneswar shall have the jurisdiction over disputes in relation to and arising out of this tender.

7.0 VALIDITY:

A Panel of Mine-owners/Traders would be drawn based upon the acceptable bids received in response to this EOI and such empanelled mine-owners/traders shall be informed accordingly, who can participate limited tenders in future. The empanelment shall remain valid for **ONE YEAR** generally and MMTC has the option to extend for another one year.

8.0 FRAUD PREVENTION POLICY:

(i) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s) :

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles / provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.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)/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

part 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.

(ii) 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.

(iii) 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.

9.0 Holiday Listing

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

10.0 The empanelment shall be processed on FIRST cum FIRST SERVE BASIS. Applications received in Fax or E-mail will not be entertained. Complete set of documents as enlisted above, shall be submitted in person or by post/courier on or before **31.03.2020** at **15.00 hrs** to the following address:

General Manager,
MMTC Limited,
Alok Bharati Complex,
7th Floor, Sahid Nagar,
Bhubaneswar-751007, Odisha
Phone : 0674-2544206/94370-91729
Fax : 0674-2546847 ,
Email : mkm@mmtclimited.com

ANNEXURE-I

EOI FOR EMPANELMENT NOTICE No: EOI No. MMTC/BBSR/MIN/EOI/2019-20/01 Date: 12.02.2020

Subject: EOI FOR EMPANELMENT OF MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF NON-CANALISED IRON ORE (58% to 63.50% Fe & less than 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ HALDIA/ VISAKHAPATNAM PORTS ON F.O.R./ F.O.B. TERMS.

	Particulars required	Supplier's Information
1	Name of the Bidder, complete address, phone/fax Nos. and e-mail ID	
2	Details of ownership / status/constitution of firm	
3	Addresses/details of Iron ore mines/facilities available, products & annual capacity	
4	Approx. Quantity / Value (product-wise) of production / sales / for last 1-3 financial years	
5	Name of the major Indian /overseas buyers to whom supply has been made.	
6	Has the bidder been blacklisted/banned in the past by Central/State Govt. of any other agencies ? If yes, details thereof	
7	Whether member of FIMI or any other trading / manufacturing bodies? if yes, please furnish details	
8	Whether SME/MSME	
9	List of attachments submitted	

The photo copies submitted should be duly certified as true copies signed by authorized person with company seal. Thanking you,

Place:

Date:

Signature of bidder,

Name & Designation of the authorised signatory
(With seal)

ANNEXURE-II

EOI FOR EMPANELMENT NOTICE No: EOI No. MMTC/BBSR/MIN/EOI/2019-20/01 Date: 12.02.2020

Mandatory information

Subject: EOI FOR EMPANELMENT OF MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF NON-CANALISED IRON ORE (58% to 63.50% Fe & less than 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ HALDIA/ VISAKHAPATNAM PORTS ON F.O.R./ F.O.B. TERMS.

Company Details:

Company Name :	
Registration No. :	
PAN No. / TAN No. :	
Registered Address :	
Names of Partners / Directors :	
Bidder Type :	Indian / Foreign
City :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

Company's Contact Person's Details :

Contact Name :	
Date of Birth :	
Correspondence e-mail ID :	
Designation :	
Phone No. :	
Mobile No. :	

Signature of bidder : _____
(With seal)
Name : _____
Designation : _____
Date : _____

ANNEXURE-III

EOI FOR EMPANELMENT NOTICE No: EOI No. MMTC/BBSR/MIN/EOI/2019-20/01 Date: 12.02.2020

Subject: EOI FOR EMPANELMENT OF MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF NON-CANALISED IRON ORE (58% to 63.50% Fe & Less than 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ HALDIA/ VISAKHAPATNAM PORTS ON F.O.R./ F.O.B. TERMS.

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 / Supplier
Name & Designation of the Signatory.
(With seal)

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”

And

M/s. hereinafter referred to as “The Buyer/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.

Section 1 - Commitments of MMTC :

- a) MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
- b) 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.
- c) 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.
- d) MMTC will exclude from the process all known prejudiced persons.
- e) 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) :

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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 :

- a) 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.
- b) 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.

c) 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.

d) 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 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)/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 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.

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

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

Place:.....

Date :.....

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address: