



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: mmtcbbbsr@mmtclimited.com

EOI No.MMTC/BBSR/MIN/IOE/2016-17/03

Date: 30.03.2017

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Subject: EOI FOR EMPANELMENT OF MINE OWNERS FOR SUPPLY OF NON-CANALISED IRON ORE (< 63.50% Fe) TO BE EXPORTED BY MMTC ON F.O.R. TERMS FROM PARADIP/ DHAMRA/ GOPALPUR PORT.

MMTC Limited invites EOIs from Mine owners only who wish to be empanelled for supply of non-canalized (<63.50% Fe) Iron Ore Fines and Calibrated Lumpy Iron Ore (CLO) to be exported by MMTC on F.O.R. basis from Paradip/Dhamra/Gopalpur Port Plot, Odisha. The EOIs shall have to be submitted in sealed cover to MMTC, Bhubaneswar on or before **20.04.2017(up to 16.00Hrs)**.

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

General Manager



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: mmtcbbbsr@mmtclimited.com

No. MMTC/BBSR/MIN/IOE/2016-17/03

Date: 30.03.2017

Subject: EOI FOR EMPANELMENT OF MINE OWNERS FOR SUPPLY OF NON-CANALISED IRON ORE (< 63.50% Fe) TO BE EXPORTED BY MMTC ON F.O.R. TERMS FROM PARADIP/DHAMRA/GOPALPUR PORT PLOT.

MMTC Limited, a Govt of India Enterprise, invites EOIs from Mine owners who wish to be empanelled as MMTC's suppliers of Non-Canalized (< **63.50% Fe**) Iron Ore Fines (IOF) and Calibrated Lumpy Iron Ore (CLO) for exports on FOR basis from Paradip/Dhamra/Gopalpur Port plot through MMTC.

Presently, the Export duty is 30% for iron ore grades having Fe content 58% + (i.e. Fe above 58%). 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% i.e. 57.99% below, no export duty is leviable.

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

1.0 ELIGIBILITY CRITERIA:

- (i) The applicant should be Iron ore mine owner 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.
- (iii) The Iron ore mine owner(s) 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.

2.0 DOCUMENTS REQUIRED:

- (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.
- (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.

- (iii) A latest positive Bank reference report, in original (not older than six months from the date of application).
- (iv) Copies of PAN/TAN, VAT / CST / GST Registration certificate etc.
- (v) Documentary proof of Eligibility Criteria 1.0 (i) above. (Copies of licence/permits, etc. pertaining to Iron ore may also be submitted).
- (vi) Copies of documents establishing ownership of Iron ore mine in the name of the applicant.
- (vii) Information/details as per Annexures-I & II

3.0 **TERMS OF SUPPLY:**

- (i) Selected applicants shall be responsible for delivery of cargo on F.O.R. Port Plot basis at the designated plots of Paradip/Dhamra/Gopalpur 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 shall be made after receipt of same in-advance from the empanelled supplier.
- (iii) The shipment size shall be limited to the plot stacking capacity to be allocated by PPT/Dhamra/Gopalpur port. MMTC shall charge an interest at the applicable rate p.a. basis as per MMTC's Banking Division's Circulars for any payments made towards any deposits & other (statutory & non-statutory) 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 mine-owners 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 mine-owner(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 mine-owner, 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. The final payment shall be on the basis of overseas destination quality/quantity reports by CIQ/IIA as applicable.
- (ix) The mine-owners 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/Dhamra/Gopalpur Port weighbridge in case of Lorries/ trucks. The handling loss is generally 2% on cargo procured and shall be borne by the empanelled bidder, 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 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 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, S&H, 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 for Sales Tax purposes. All taxes, duties, charges, levies, cess, etc. shall be to the account of the supplier.

4.0 OTHER TERMS:

- (i) The empanelled mine-owner 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 offer 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) 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.
- (v) 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.
- (vi) Prospective supplier who qualifies as empanelled mine-owners to MMTC would be individually notified after the evaluation process of empanelment is complete.
- (vii) Corrigendum/addendum issued, if any, shall only be hoisted on websites mentioned above.
- (viii) 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 CMD, MMTC Limited. 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:

Panel of suppliers would be drawn based upon the acceptable bids received in response to this EOI and such empanelled buyers shall be informed accordingly. However, other mine-owners who subsequently wish to be empanelled can submit all the prescribed documents and would be empanelled after having fulfilled the criteria. The panel will be reviewed after **31.03.2018**.

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 per of the business relationship, including information contained or transmitted electronically.

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

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

(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.

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 **20.04.2017(up to 16.00Hrs)** to the following address:

AGM (Minerals),
MMTC Limited,
Alok Bharati Complex,
7th Floor, Sahid Nagar,
Bhubaneswar-751007, Odisha
Phone : 0674-2544206/94370-91729
Fax : 0674-2546847
e-mail ID : mkm@mmtclimited.com

General Manager

EOI FOR EMPANELMENT NOTICE No: MMTC/BBSR/MIN/IOE/2016-17/03

Date: 30.03.2017

EOI FOR SUPPLY OF IRON ORE FINES AND CALIBRATED IRON ORE LUMPS (Fe: < 63.50%) ON F.O.R. TERMS AT PORT PLOT OF MMTC BY MINE-OWNERS

	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.

Place:
Date:

Signature of bidder
Name & Designation of the signatory

Mandatory information to be submitted by Mine-owners along with EOI dt30.03.2017

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 : _____

Name : _____

Designation : _____

Date : _____