



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

NIT No. MMTC/BBSR/IRON ORE EXP/FOB/2018-19/01

Date: 06.03.2019

Subject: NOTICE INVITING TENDER FOR OFFERS FROM MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF LOW GRADE IRON ORE FINES (BELOW 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ VISAKHAPATNAM/HALDIA PORTS ON FREE ON BOARD TRIMMED (FOBT) 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 open two-bid NIT from Mine owners/ suppliers/ traders from Joda/Barbil/Koira/other sectors/ iron-ore belts in India, who wish to offer on **FOBT terms** for supply of low grade iron ore fines (**Below 57.50% Fe**) to be exported by MMTC Limited from Paradip/Gopalpur/Visakhapatnam Ports.

Interested Indian Bidders fulfilling minimum eligibility criteria as mentioned in this tender document may submit their bid along with the required set of documents. The hard original documents of **Technical Bid (Part-1)** & **Price Bid (Part-2)** duly signed/stamped in each page of this tender along with requisite documents & EMD in the shape of Bank Draft (D.D.) from any Nationalised Banks in favour of **MMTC Limited**, payable at **Bhubaneswar** or, fund transfer to MMTC Limited as per bank details given below, indicating Fund Transfer Advice, shall be submitted in physical mode so as to reach the Office of the General Manager, MMTC Limited, 7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar-751007, Odisha, India.

The open tender shall have to be submitted on or before **14.03.2019** at **1500** hrs, which shall be opened at **1700** hrs on **14.03.2019**. The Price Bids shall be opened subsequently for those Bidders who will be found technically qualified in the open tender. The Bidders/ authorised representatives of Bidders, if desired, shall be present during tender opening process.

The tender document is freely downloadable from websites i.e. www.mmtclimited.com or www.eprocure.gov.in. Bidders submitting tender shall download the same and submit with requisite documents without any change in terms. If any change in terms of tender is found subsequently, their bids shall be rejected and subject to any action as deem fit.

General Manager, Bhubaneswar

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

NIT No. MMTC/BBSR/IRON ORE EXP/FOB/2018-19/01

Date: 06.03.2019

Subject: NOTICE INVITING TENDER FOR OFFERS FROM MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF LOW GRADE IRON ORE FINES (BELOW 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ VISAKHAPATNAM/HALDIA PORTS ON FREE ON BOARD TRIMMED(FOBT) TERMS.

MMTC Limited, a Govt of India Enterprise, invites offers from Mine owners/Suppliers/Traders who wish to supply low grade iron ore fines (**Below 57.50% Fe**) for exports on FOBT basis from Paradip/ Gopalpur/Haldia/Visakhapatnam Ports 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 offers as per details contained herein.

1.0 ELIGIBILITY CRITERIA:

- (i) The applicant should be Iron ore mine owner/traders from iron ore belts/sectors in India 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 the tender (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 by MMTC Limited.
- (v) In case both Trader and his Principal Mine Owner apply for this tender (even if from a different mine), the application of the mine-owner shall be accepted and that of the Trader shall be rejected.

- (vi) The prospective Mine Owners/Traders shall have to submit their **Price Bids** in the prescribed format (PRICE BID FORMAT) attached to this open Tender Notice. The Price Bid (Part-2) has to be filled in properly with signature & stamp and the sealed bid shall be submitted separately. There should be no indication of price in the technical bid and if price is found in Part-1 sealed Bid, the same shall be rejected straightaway.
- (vii) The bidder shall have to sign “Integrity Pact” (in prescribe format – Annexure IV).
- (viii) 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.
- (ix) the successful bidder(s) are required to acquire plot, Govt. Permission/license for storing, trading of iron ore in respective port for FOBT supply to MMTC. The documentary proof may be provided to MMTC at the time of contract.
- (x) the successful bidder(s) are required to acquire plot, Govt. Permission/license for storing, trading of iron ore in respective port for FOBT supply to MMTC.

2.0 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 tender 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, GST Registration certificate for Commodity being dealt- IRON ORE. The copy of GST Returns in last three months is required to be submitted also.
- 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 be submitted).
- ix) Copies of documents establishing ownership of Iron ore mine in the name of the mine-owners applicant. In case for documents w.r.t. the Trader Applicants, the copy of mine-ownership documents of their associate mine-owners along-with Authorisation Letters from Mine-Owners in their favour indicating continuous cargo supply with export quality iron ore materials to be made available for exports by MMTC Limited.
- x) Information/details duly filled-in as per Annexures-I, II, III & IV.
- xi) All the pages of the tender must be stamped and signed by the bidder and be submitted as a token of acceptance of the terms and conditions.
- xii) **EMD**:-The Interest-free EMD Amount of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft/Banker's Cheque, Pay Order/NEFT favouring MMTC Limited, payable at Bhubaneswar (A/C No.10229909115, IFSC-Code-SBIN0006657, SWIFT No. SBININBB 119, State Bank of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar, Odisha) to be submitted with the Technical Bid. Those Mine Owners/Traders who intend to deposit EMD through NEFT must ensure that the entire amount of EMD is credited to MMTC's account at the time of opening of the tender. The EMD of successful bidder(s) will be converted to interest free security and the same will be returned to unsuccessful bidder(s) without any interest.
- xiii) The **Covering Letter** along with above documents in Technical Bid (Part-1) clearly indicating the **Grade of Ore to be supplied on FOBT basis, Complete chemical & physical specifications, convenient originating stations and destination ports, availability of quantity & quality of cargo at ports or sidings or mine-heads** etc, shall be made.
- xiv) Proof of holding plots in respective ports. OR the successful bidder(s) are required to acquire plot, Govt. Permission/license for storing, trading of iron ore in respective port for FOBT supply to MMTC. The documentary proof may be provided to MMTC at the time of contract.

3.0 **TERMS OF SUPPLY**: on F.O.B.T. BASIS (in suitable vessel)

- (i) **COMMODITY: Iron Ore Fines** Generally 0-10 MM Below 57.50% Fe Content with Plus (+) 10mm: 5% max, Minus (-) 10mm: 95% min.

(a) The indicative specifications are as given below:

Fe: 57% Basis, rejection below 56% and above 57.50

Si: 9% Max

Al: 4% Max

P: 0.05% Max

S: 0.05% Max

(b) Quantity in WMT: About 60,000MT to 75,000 MT (+/-10%) per month in April, May & June, 2019.

(c) Port of shipment: Gopalpur/Paradip/Vizag (Visakhapatnam)/Haldia

(d) Port of destination: As to be declared by Foreign Buyer at the time of nomination after the sale/purchase contracts.

(e) **Title & risks:** Title with respect of each shipment shall pass to the Buyer when the Seller hands over the relative shipping documents after loading the vessel at the Indian port. Risk with respect to each shipment shall pass from the Seller to the Buyer from the time of discharge of the cargo from the loading devices onto the vessel and clean shipped on Board Bill of Lading is taken.

(f) In case any sum of money is recoverable from and payable by the Seller/Bidder to the Buyer (MMTC) in respect of this or any other contract with the Buyer, the same may be recovered by the Buyer out of any payment that may be due to the Seller/Bidder or which may at any time become due to the Seller/Bidder under this or any other contract with the Buyer.

(g) The Bidders shall be responsible for delivery of cargo at the designated area/plots at Paradip/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, delivery parameters, statutory rules/regulations etc.

(h) The bidders/suppliers would regularly inform MMTC on converging shipload cargo at port plot and also the specifications (both chemical and physical) of the material, through certificate of Quality and Quantity by Independent Inspection Agency(IIA). Based on specifications and quantity available, MMTC, CO shall invite price bids from foreign buyers. The export price shall be finalized taking into account various factors viz. H1 price, meeting of export terms of the supplier/MMTC, etc.

(i) 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. Presently, the iron ore exports from India having Fe content: Below 58% i.e. 57.99% below, **no export duty** is leviable. In **case of any change** in Government policies/rules/regulations for exports of iron ore, the same shall be applicable. If the Fe content as per Customs Analysis or Discharge Port Analysis result found to be 58% or above then Customs Duty, Interest, Penalty as per Customs demand will be payable by the bidder(s).

- (j) **PAYMENT:** MMTC will release 90% of payment of invoice on MMTC raised as per price quoted based on load port result but after receipt of payment of export proceeds from foreign buyer. Balance 10% will be released based on disport result after receipt of final proceeds from foreign buyer.
- (k) The supplier shall be responsible for quality and quantity of material exported and MMTC in no way shall be held accountable for the same.
- (l) All expenses during the course of FOBT supply by Bidders and exports by MMTC like Export Duty, port charges, etc. to be borne by the supplier/bidder. The export duty, if any, 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.

4.0 OTHER TERMS:

- (i) The 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 this tender 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 more than one bidders/mine-owners/suppliers/traders or make a panel of suppliers matching port wise L1 price of this tender or from other sources/ suppliers beyond this tender's Bidders for export of non-canalised iron ore without assigning any reasons thereof.
- (v) Participation of mine-owners/traders in the tender does not entail any commitment from MMTC to enter into contracts. MMTC reserves its right to abandon any part or whole of process without prior notice to prospective bidders.
- (vi) The tenderers 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 tender and subsequent agreements, if any.
- (vii) The prospective bidders who qualify in technical bids evaluation, would be individually notified after the evaluation process of tender (Part-1) is complete.
- (viii) Corrigendum/addendum issued, if any, shall only be hoisted on websites mentioned above.

- (ix) 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.
- (x) It is expressly understood and agreed by and between the Buyer and the Seller/Bidder that MMTC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into contract solely on its own behalf under the applicable laws of India and general principles of contract law. The Seller/Supporting Manufacturer expressly agreed, acknowledges and understands that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.

Accordingly Seller/, hereby expressly waives, releases and forgoes any and all actions or claims including cross-claims, impleader claim or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this contract.

- (xi) The Buyer may, at any time, by notice in writing summarily terminate this contract without compensation to the Seller/ Bidder in the event of insolvency of the Seller/ insolvency of any partner of the Seller/Bidder / dissolution of the Seller/Bidder.
- (xii) **Default:** In case of non-supply of cargo in part or full within the delivery period, MMTC will have the right to claim all losses, damages, expenses, etc. from supplier and any other appropriate action as deemed fit.
- (xiii) The Bidders may like to offer cargo at various eastern ports such as Gopalpur, Paradip, Vizag, Haldia-Gopalpur & Haldia-Vizag port(s) on FOBT basis.
- (xiv) **SECURITY DEPOSIT:** The lowest bidder(s) shall be issued Letter of Intent (LOI) and the selected bidder(s) shall submit the Security deposit of Rs.9.00 lakh either in cash or Bank Guarantee(BG) for which the BG format shall be provided to successful bidder(s) subsequently. In addition to the EMD Rs. 1.00 lakh which will be converted to security deposit, thus the total security deposit will be Rs.10.00 lakh which will be refunded after successful completion of contract.

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, Odisha. Only Courts in Bhubaneswar shall have the jurisdiction over disputes in relation to and arising out of this tender.

7.0 VALIDITY:

The acceptable bids as to be received in response to this tender shall remain valid for execution up to **June, 2019** generally and MMTC has the option to extend the same further, if required, at same terms & conditions of tender. However, the quoted price by the bidders in the Price Bids shall be available for a period of **60 days** from the date of opening of Price Bid for acceptance by MMTC.

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 tenders 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 in two parts (1- Technical Bid and 2. Price Bid) on or before **14.03.2019 (at 1500 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

General Manager, Bhubaneswar

ANNEXURE-I

NIT No. MMTC/BBSR/IRON ORE EXP/FOB/2018-19/01

Date: 06.03.2019

Subject: NOTICE INVITING TENDER FOR OFFERS FROM MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF LOW GRADE IRON ORE FINES (BELOW 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ VISAKHAPATNAM/HALDIA PORTS ON FREE ON BOARD TRIMMED (FOBT) 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

ANNEXURE-II

Mandatory information

NIT No. MMTC/BBSR/IRON ORE EXP/FOB/2018-19/01

Date: 06.03.2019

Subject: NOTICE INVITING TENDER FOR OFFERS FROM MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF LOW GRADE IRON ORE FINES (BELOW 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ VISAKHAPATNAM/HALDIA PORTS ON FREE ON BOARD TRIMMED (FOBT) 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 : _____
 Name : _____
 Designation : _____
 Date : _____

ANNEXURE-III

NIT No. MMTC/BBSR/IRON ORE EXP/FOB/2018-19/01

Date: 06.03.2019

Subject: NOTICE INVITING TENDER FOR OFFERS FROM MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF LOW GRADE IRON ORE FINES (BELOW 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ VISAKHAPATNAM/HALDIA PORTS ON FREE ON BOARD TRIMMED (FOBT) 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.

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 his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future Contracts :

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

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question. MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/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)/Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the obtain to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to his by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, substantiate suspicion of an offence under relevant Anti Corruption Laws of India and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the

IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.

8. The word “IEM” would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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

Witness 1.....
Name :
Address:

Witness 2.....
Name :
Address:

PART-2: PRICE BID : FORMAT

NIT No. MMTC/BBSR/IRON ORE EXP/FOB/2018-19/01

Date: 06.03.2019

Subject: NOTICE INVITING TENDER FOR OFFERS FROM MINE OWNERS/ SUPPLIERS/ TRADERS FOR SUPPLY OF LOW GRADE IRON ORE FINES (BELOW 57.50% Fe) TO BE EXPORTED TO CHINA/FOREIGN COUNTRIES FROM GOPALPUR/ PARADIP/ VISAKHAPATNAM /HALDIA PORTS ON FREE ON BOARD TRIMMED (FOBT) TERMS.

(Last Date for submission of Bid : 12-03-2019 at 15 : 00 Hours)

We hereby quote our best offer Price in the Price-bid for one shipment (60KMT to 75KMT +/- 10%) per month for three months (April, May & June, 2019), as given below:

<p>1. Price in (INR) Per Dry MT, Basis FOBT Loading. (Price should be inclusive of all taxes/duties/royalties/expenses etc). Name of loading Ports : GOPALPUR, ODISHA</p>	<p>INR per DMT</p>
<p>2. Price in (INR) Per Dry MT, Basis FOBT Loading. (Price should be inclusive of all taxes/duties/royalties/expenses etc). Name of loading Ports : PARADIP, ODISHA</p>	<p>INR per DMT</p>
<p>3. Price in (INR) Per Dry MT, Basis FOBT Loading. (Price should be inclusive of all taxes/duties/royalties/expenses etc). Name of loading Ports : VISAKHAPATNAM, A.P.</p>	<p>INR per DMT</p>
<p>4. Price in (INR) Per Dry MT, Basis FOBT Loading. (Price should be inclusive of all taxes/duties/royalties/expenses etc). Name of loading Ports : HALDIA- GOPALPUR (Part loading at both ports)</p>	<p>INR per DMT</p>
<p>5. Price in (INR) Per Dry MT, Basis FOBT Loading. (Price should be inclusive of all taxes/duties/royalties/expenses etc). Name of loading Ports : HALDIA- VISAKHAPATNAM (Part loading at both ports)</p>	<p>INR per DMT</p>
<p>Validity of the offer for acceptance by MMTC</p>	<p>60 days from the date of opening of price bid.</p>

N.B. Bidders can quote for one or more items as per their convenience.

Place:

Signature of the Bidder with Official Seal Date: