



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: mmtcbsr@mmtclimited.com

No. No. MMTC/BBSR/MIN/IOE/2016-17/02

Date: 22.03.2017

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Sub: EOI FOR EMPANELMENT OF MINE OWNERS & SUPPLIERS FOR SUPPLY OF CANALISED IRON ORE (>64% Fe) TO BE EXPORTED BY MMTC ON FOB TERMS FROM PARADIP/DHAMRA/GOPALPUR PORT.

Through the process of EOI with closing dated 20.03.2017, MMTC had invited interests from suppliers for empanelment of Iron Ore Fine (>64% Fe) .Certain suppliers shown interest subsequent to the closing date. Hence MMTC Limited, again invites EOI from Mine owners / Traders who wish to be empanelled as MMTC's suppliers of canalized (>64% Fe) Iron Ore Fines (IOF) and Calibrated Lumpy Iron Ore (CLO) for exports on FOB basis from Paradip/Dhamra/Gopalpur Port through MMTC. Interested parties are requested to submit their EOIs as per details contained herein. EOIs shall have to be submitted in sealed cover to MMTC, Bhubaneswar by **on or before 12.04.2017**.

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

General Manager



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1.0 ELIGIBILITY CRITERIA:

- i) The applicant should be Iron ore mine owner / trader with requisite valid permits for sale and transfer of Iron ore wherever applicable.
- ii) The applicant should be in possession (through lease or legally arranged) of a plot of appropriate size for converging / storage of Iron ore till shipment.
- iii) 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.
- iv) In case the applicant is a trader, he shall have to submit an undertaking from the Iron ore mine owner(s) to the effect that regular supply of the required grade material would be supplied to the applicant for export purpose through MMTC.

2.0 DOCUMENTS REQUIRED:

- i) 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) Audited financial statements for the last three completed years. In case the firm is new and is yet to complete three years, audited financial statements be submitted since incorporation.
- 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) 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.
- vi) Documentary proof of Eligibility Criteria 1.0 (ii) above. (Copies of trading licence, storage licence, etc. pertaining to Iron ore may also be submitted).

- vii) Copies of documents establishing ownership of Iron ore mine in the name of the applicant. In case of trader, document from mine owner as required in Eligibility Criteria 1.0 (iv) above.
- viii) Information/details as per Annexures-I & II

3.0 TERMS OF SUPPLY:

- i) Selected applicants shall be responsible for delivery of cargo at the designated plots at Paradip/Dhamra/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 supplier 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.
- v) MMTC shall pass on the export proceeds on its receipt from overseas buyers after deducting MMTC's trading margin and other expenses incurred and likely to be incurred including unsettled demurrage, destination weight and analysis, etc.
- vi) The supplier shall be responsible for quality and quantity of material exported and MMTC in no way shall be held accountable for the same.
- vii) 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.
- viii) 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 supplier will also be required to sign Integrity Pact with MMTC.
- ii) The selected supplier shall ensure compliance of all Central/State Government legislations, policies, guidelines, orders etc. related to any or all of the above activities/commodities. The supplier 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 suppliers.
- 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 suppliers 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.

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 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 **12.04.2017** 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/2016-17/02

Date: 22.03.2017

EOI FOR SUPPLY OF IRON ORE FINES AND CALIBRATED IRON ORE LUMPS

Sl. No.	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 along with EOI

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 : _____