



MMTC Limited, Regional Office , Alok Bharati Complex, 7<sup>th</sup> Floor, Sahid Nagar, Bhubaneswar-751007

**MMTC INVITES**

**EXPRESSION OF INTEREST**

**For**

**Empanelment of Overseas Suppliers for supply of Natural Gypsum to be imported by MMTC, BBSR for Indian Buyers vide EOI  
No.MMTC/BBSR/MIN/NATURAL GYPSUM/EOI/2019-20/01 Dated.03-01-2020**

Corrigendum issued, if any, shall only be hoisted on websites  
[www.mmtclimited.com](http://www.mmtclimited.com), <http://eprocure.gov.in> and <https://mmtc.abcprocure.com>.

**Chief Manager (Mineral)**

**MMTC Limited, Bhubaneswar.**

## **EXPRESSION OF INTEREST**

**No.MMTC/BBSR/MIN/NATURAL GYPSUM/EOI/2019-20/1**

**Dated 03-01-2020**

### **Empanelment of Overseas Suppliers for Import of Natural Gypsum by MMTC Limited. BBSR.**

#### **1. GENERAL**

MMTC Limited, a Govt. of India Enterprise, having its Corporate Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called MMTC) was set up in 1963 under the functional aegis of the Ministry of Commerce, Government of India. MMTC is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. For further details please visit our website [www.mmtclimited.com](http://www.mmtclimited.com)

MMTC Limited, Regional Office, 7<sup>th</sup> Floor, Alok Bharati Complex, Shahid Nagar, Bhubaneswar-751007, Odisha, India, hereby invites Expression of Interest (EOI) for empanelment of overseas suppliers to import Natural Gypsum for supplying to manufacturers /Traders and other buyers of India. The overseas suppliers fulfilling the following eligibility criteria may apply as per the bid submission date :

- **Bid Submission last Date** : **24-01-2020 at 15.00 hrs.**
- **Bid opening date** : **24-01-2020 at 16.00 hrs**

#### **2 ELIGIBILITY CRITERIA :**

The applicant,

- i. Should have minimum turn-over of **US\$ 3 million** during last financial year and Minimum net worth on last reporting financial year **US\$ 2 million**. Auditor Certificate/Audited Financial Reports containing this information shall be acceptable.
- ii. Should have executed Natural Gypsum export for minimum **1,00,000 MT** during calendar year 2018 or financial year 2018-19. Copy of Bills of Lading showing applicant's name as shipper /exporter to be attached.
- iii. Should have achieved actual production (in case of mine-owner) of **2,00,000 MT** during calendar year 2018 or financial year 2018-19. An auditor's certificate evidencing production shall be acceptable.
- iv. Should have minimum experience of **01 (one) year** of exporting Natural Gypsum especially to India. An auditor's certificate to this effect shall be acceptable.
- v. To submit its credit rating report issued by Dun & Bradstreet /S&P /Moody's /ICRA / CRISIL/ CARE. Such rating shall be 'Satisfactory' (Average risk level) or better and the report should be issued based on financials for calendar year 2018 or Financial year 2018-19 and valid on the date of closing of EOI.
- vi. To submit a Bank Reference Letter issued on or after 06.12.19 indicating satisfactory performance of account maintained with the Bank.
- vii.** In case the applicant is not a producer, the applicant shall submit a Letter of Authority from an established Natural Gypsum producer (mine-owner) as per pro-

forma at **Annexure-I**

viii. Should not have been blacklisted / banned for participation in tenders by any central/state PSU or Govt. of India on date of submission of application against this EOI. An undertaking to this effect on company's letter-head shall be submitted with application for empanelment. In case of submission of false declaration (found at any stage), such supplier shall be liable to be disqualified.

ix. To submit a copy of Mining License /Permit from the appropriate Govt. Authority (in case of mine-owner). In case of trader, mining license/permit of the mine-owner who has issued letter of authority as per clause 2 (vii) may be submitted.

x. To submit a copy of Export License/Permit of the country from which export will take place.

xi. Pre-Contract Integrity Pact (**Annexure-II**) duly signed by Authorized signatory.

xii. KYC documents as under:

a) Profile of the Company / firm, copy of Partnership Deed / Articles of Association, Memorandum of Association, list of partners/Directors and copy of Certificate of Incorporation, Certificate of Registration with Tax Authorities.

b) Undertaking stating that the director(s) / owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Govt. or any other public sector enterprises, during the last five years. An undertaking to this effect on Company's letterhead to be submitted.

xiii. Detail of Monthly Quota for export, if any

### **3. GENERAL SPECIFICATION(Chemical & Physical):**

<b>i)</b> CaSO <sub>4</sub> .2H <sub>2</sub> O ( Purity based on SO <sub>3</sub> )	:	90% Min.( Rejection < 88%)
<b>ii)</b> Moisture	:	1% Max. (rejection >02% )
<b>iii)</b> Calcium Oxide (CaO)	:	31% Min.
<b>iv)</b> Sulphite (SO <sub>3</sub> )	:	42% Min.
<b>v)</b> Combined water	:	18.40% Min.
<b>vi)</b> MgO	:	1.5% max.
<b>vii)</b> Iron Oxide (Fe <sub>2</sub> O <sub>3</sub> )	:	0.10 %
<b>viii)</b> Size	:	(0 mm to 50mm 90 %Min )

### **4. General Terms and Conditions**

- (i) Shipment shall take place within 45 days after confirmation to the successful bidder by MMTC, RO, BBSR for acceptance of their price bid. MMTC ,BBSR needs to obtain NOC, that takes around 10-15 days, from Ministry of Shipping as per Notification no SC-18013/1/2013-ASO-I dated 8<sup>th</sup> September, 2015 before signing contract for import on C&F basis.
- (ii) Port of discharge shall be Paradip port, Odisha, India.
- (iii) Independent Inspection Agency(IIA), mutually agreed between MMTC, BBSR and the overseas supplier, shall be appointed by the supplier at its own expenses for load port analysis, while discharge port analysis shall be arranged by MMTC / Indian Buyer at its expense for the discharge port analysis. The result of the load port analysis by the appointed

IIA is mutually acceptable to both MMTC, BBSR and the Indian Buyer.

- (iv) Payment against supply of Natural Gypsum shall be through usance LC of 30 days from B/L date (shall be made clear at the time of calling of tender) opened by MMTC for 90% of contract value. The supplier shall raise invoice for the 100% C&F value of the material based on load port analysis report, however the payment of 90% shall be released by MMTC through usance LC upon submission of the following documents :
- a) Supplier's invoice
  - b) Full set of Original Clean on Board Bill of Lading.
  - c) Quality Analysis certificate issued by an IIA as appointed by Exporter at his own cost at load port mutually agreed between seller and buyer(MMTC).
  - d) Weight certificate issued by an IIA as appointed by Exporter at his own cost at load port mutually agreed between seller and buyer(MMTC).
  - e) Certificate of Origin issued by Chamber of Commerce of exporting country at exporter's cost.
  - f) Packing List/Hatch-wise details
  - g) Copies of pre-shipment and post shipment advice.

Balance 10% of C&F value of material supplied shall be settled outside LC based on load port analysis report which will be final and binding on both the parties within 90 days from the date of B/L.

**(v) Participation by MMTC, BBSR in Natural Gypsum Tenders of Indian Buyers(Manufactures/ Traders):**

MMTC may participate in tenders floated by Indian Buyers(Manufactures & Traders) and other industries for supply of Natural Gypsum. For such participation MMTC, BBSR may solicit offers from empanelled suppliers based on buyer's tender terms strictly on back to back basis. MMTC, BBSR shall participate on the basis of L1 offer received from empanelled supplier strictly on back to back basis by following the modus operandi given below:

- a. MMTC, BBSR shall share a copy of tender documents with all the empanelled suppliers in which MMTC wants to participate.
- b. The price to be quoted in the tender shall be sought from all empanelled suppliers.
- c. MMTC, BBSR shall participate in the tender based on L1 price of the empanelled suppliers.
- d. L1 bidder among the empanelled suppliers shall be the backup supplier of MMTC and all terms and conditions of the tender in which MMTC, BBSR participate shall apply to the backup supplier.
- e. The cargo imported by MMTC from L1 empanelled bidder shall be sold on High Seas Sale (HSS) basis to the Buyer as per tender terms.
- f. Payment to the backup supplier shall be released only after its receipt by MMTC, BBSR from the buyer on back to back basis within a period of one month from the B/L date.
- g. MMTC's trade margin shall be 3% of C&F/CIF value. Marine Insurance shall be taken by Importer.
- h. The L1 bidder from the empanelled suppliers on which basis MMTC shall participate in

other Buyers' tender shall be required to give Performance Guarantee in the form of BG or fund transfer equivalent to 2% of tender value to MMTC. In case MMTC is required to give EMD and PG as per buyer's tender requirements, it shall be on back to back basis i.e. an equivalent amount of EMD and PG shall be required to be submitted by the L1 bidder to MMTC before MMTC submits EMD/PG to the Indian Buyer. All expenses incurred by MMTC on furnishing EMD and PG shall also be to the account of backup supplier.

- (vi) The Applicant/ Exporter shall ensure compliance of all the Government regulations / conventions / policies /guidelines /orders etc, in force related to any or all of the activities covered in the international trade including shipping of the consignments, customs clearing, handling , forwarding and inland transportation etc. in the country from where exports take place.
- (vii) **MMTC** reserves the right to modify and amend the terms & conditions and announce the same at any time before due date and time of submission of application.
- (viii) MMTC reserves the right to select or reject any Applicant without assigning any reason(s) thereof at the time of empanelment.
- (ix) The Applicant may also be asked to furnish additional information/confirmation, if deemed necessary, in connection with verification of the documents submitted. MMTC will be free to seek third- party confirmation, if necessary
- (x) The validity of this Panel of empanelled suppliers (hereafter referred to as "the Panel") would be for two (02) years from the date of formation of panel. MMTC shall individually inform all empanelled suppliers. The empanelled supplier(s) shall be required to give annual report and credit rating report every year.
- (xi) The EOI shall be kept open till the duration of the panel. Any supplier interested for empanelment may submit documents as per this EOI. Such application received shall be considered by nominated Tender Committee constituted by MMTC in first week of subsequent month. After satisfying about receipt of all the documents, the committee may recommend for inclusion of the applicant on the panel.
- (xii) MMTC reserves the right to extend the validity of panel.
- (xiii) The above terms and conditions shall have to be considered by the applicant in totality and the application submitted for empanelment containing incomplete documents & not complying with the above conditions shall be liable to be rejected.
- (xiv) MMTC reserves the right to accept or reject any or all price bids received or to re-tender at MMTC's sole discretion without assigning any reasons. Offer(s) received after the closing time and date shall not be accepted.
- (xv) Participation in this EOI shall be treated as conclusive evidence of the fact that the Applicant has carefully gone through and understood the terms and conditions of EOI including the amendments if any, prevailing at the time of EOI.

## **5. INSTRUCTIONS TO APPLICANTS**

The applicant should submit the following information/documents as per the format(s) attached with each page of the document submitted numbered, signed and stamped( along with this EOI documents):

1. Documents as indicated at Article 2 above.
2. Documents Submission Detail duly filled (Annexure-III)

3. Applicant to sign & stamp all pages of this EOI document as confirmation of having read, understood and accepted all conditions.

**6. DATE FOR SUBMISSION OF EXPRESSION OF INTEREST**

The due date & time for submission of application against this Expression of Interest is **1500 hrs on dated 24-01-2020**. Documents received on or before due date and time would be evaluated and if found in order, eligible applicants would be empanelled and shall be informed individually by MMTC. Applicants meeting all eligibility criteria shall be empanelled and individually informed. Only after confirmation by MMTC regarding empanelment, the applicant would be eligible to submit bid against enquiry floated.

**7. PLACE & METHOD OF SUBMISSION OF APPLICATION**

The EOI documents may be sent by post addressed to General Manager (Min), MMTC Limited, Regional Office, 7<sup>th</sup> Floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar, Pin: 751007, Odisha, India on or before due date and time.

In case of online submission, documents may be uploaded on website <https://mmtc.abcpurchase.com> on or before due date and time by following the procedure prescribed at Annexure-IV.

**8. REQUEST FOR CLARIFICATION**

Any clarification desired by an applicant must reach MMTC latest by **20.01.2020** by e-mail at [dhaneswar@mmtclimited.com](mailto:dhaneswar@mmtclimited.com) / [mkm@mmtclimited.com](mailto:mkm@mmtclimited.com)

**9. OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THEREIN**

All EOI documents/correspondence in this connection will become the property of MMTC upon submission.

Where the Applicant believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable, MMTC will give effect to the Applicant's stated wishes, and requests for access to such information will be determined under the Right to Information (RTI) Act of India.

**10. NO CONTRACTUAL OBLIGATION**

MMTC is not bound contractually or in any other way to any Applicant to this Expression of Interest. MMTC is not liable for any costs of compensation in relation to the consideration of this Expression of Interest whether or not MMTC terminates, varies, or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest, including consideration of concepts proposed in future developments.

The invitation for EOI is not an Offer and is issued with no commitment. The EOI request is not the subject of any process contract or any contractual obligations between MMTC and proponents or potential proponents. The issue of this document doesn't commit or otherwise obliges MMTC to proceed with all or any part of EOI process in any manner whatsoever. MMTC reserves the full right at its absolute discretion to withdraw or

abandon the EOI or vary any part thereof at any stage without giving prior notice to the Proponents or potential proponents. MMTC further reserves the right to disqualify any applicant, should it be necessary at any stage.

#### **11. SHORTLISTING OF APPLICANTS**

Applicants who qualify as empanelled suppliers would be individually informed by MMTC through e-mail after the evaluation process of empanelment is complete and panel is formed.

#### **12. FORCE MAJEURE**

Either party shall be relieved of its obligations and responsibilities under contract as and when signed in pursuance of this empanelment process, if the performance of this contract is wholly or partially prevented and/or delayed by act of God and any other cause or causes beyond the control of either party such as fires, floods, strikes, lockouts, riots or civil commotion, epidemics, war and acts of Government. etc. Either party shall promptly i.e. within 15 days give notice to the other party of any force majeure given even effecting its obligations under this contract supported by documentary evidence such as certificate of Chamber of Commerce or of any other competent authority connected with the cause. If such notice is given, the obligations and responsibilities of the party giving such notice as well as the corresponding obligations and responsibilities of the other party shall be relieved to the extent made necessary by and continuance of force majeure. If such condition continues for more than 90 days, the concerned contract shall be deemed to be inoperative and parties shall be relieved from the respective obligations.

#### **13. ARBITRATION**

Any dispute or differences whatsoever arising between parties out of or relating to the construction, meaning, scope of work, operation or effect of this EOI or the validity of the breach thereof shall be settled by Arbitration by the sole Arbitrator to be appointed by Chairman and Managing Director, of MMTC Limited, New Delhi. The provision of the Arbitration and Conciliation Act 1996 with amendment shall be applicable to such Arbitration proceedings and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The venue of Arbitration shall be New Delhi and the language of the arbitration shall be English.

#### **14. FRAUD PREVENTION**

(1) Commitments of the Applicant/Bidder(s):

The Applicant/Bidder 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 during their participation in EOI /Tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Applicant/Bidder(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 Applicant/Bidder(s) shall not enter with other Applicants/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 Applicant/Bidder 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 Applicant 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 Applicant/Bidder shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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

(2) Disqualification from tender process and exclusion from future contracts: If the Applicant/Bidder(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 Applicant/Bidder from undertaking any transaction with MMTC and/or declare the Applicant/Bidder(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Applicant/Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC reserves the right to demand and recover from the Applicant liquidated damages under the Contract.

## **15. HOLIDAY LISTING POLICY**

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

## **16. DISCLAIMER**

Without prejudice to the rights available with MMTC hereinabove, under no circumstances MMTC or any of its affiliates shall be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this EOI, whether or not the damages are foreseeable, and whether or not MMTC was advised of the possibility of such damages in any manner whatsoever



**Annexure-I**

( On the letterhead of the Mine Owner)

**PROFORMA FOR AUTHORITY FROM ESTABLISHED NATURAL GYPSUM PRODUCER  
(Mine Owner) OWNING MINE**

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**To,  
The General Manager ,  
MMTC Limited, Regional  
Office  
7<sup>th</sup> Floor, Alok Bharati Complex,  
Sahidnagar, Bhubaneswar,  
Odisha, India, Pin-751007**

**Dated \_\_\_\_\_**

Dear Sir,

Sub: EOI No. \_\_\_\_\_ dated \_\_\_\_\_

We \_\_\_\_\_ (Name & Address of the producer) \_\_\_\_\_ are owners of Natural Gypsum mine with the name of \_\_\_\_\_ located at \_\_\_\_\_

This is to inform that we have an arrangement/contract with M/s \_\_\_\_\_ (Name and address of applicant) for supply of Natural Gypsum from our mine. In case , M/s \_\_\_\_\_ is placed an order by MMTC for supply of natural gypsum from our mine for use at various plants or any other industry, we undertake to supply the material under contract to be signed between MMTC and M/s \_\_\_\_\_

No company/firm or individual other than M/s \_\_\_\_\_ ( Name of applicant) is authorized by us to submit an application for empanelment and price bid as and when sought by MMTC

We hereby extend our full guarantee and warranty for supply of Gypsum as per quantity/specifications agreed between MMTC and M/s \_\_\_\_\_ (Name of applicant).

Yours faithfully,

(Authorised Signatory of Mine Owner with complete name and designation with company's seal)

**PRE CONTRACT INTEGRITY PACT**

Between  
MMTC Limited (hereinafter, referred to as “MMTC”)  
And  
M/s.....  
( hereinafter referred to as “The  
Applicant”)

**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 Applicant. 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 has appointed SHRI D R S CHAUDHARY, IAS (Retd.) as an Independent External Monitor (IEM). His contact details are as follows:

MMTC Limited,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road,  
NEW DELHI – 110 003.

Email id : [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

**Section 1 – 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 EOI, tender or 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 EOI/tender/import process, provide to all Applicants the same information and will not provide to any Applicant any confidential/additional information that an Applicant could obtain an advantage in relation to the EOI/tender/import 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 Applicant**

1. The Applicant commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI/import and during the contract execution.
  - a) The Applicant will not, directly or through any other person or firm, offer, promise or give to any of MMTC employees involved in the EOI/tendering 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 Applicant will not enter into with other Seller(s) 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 Applicant will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Applicant 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 Applicant of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Applicant of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e) The Applicant will, when presenting 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 Applicant 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 Applicant, 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 Supplier into question. MMTC is entitled to disqualify the Applicant from the EOI/tender or to terminate the contract, if already signed, for such reason.

- a) If the Applicant 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 Applicant/Supplier into question. MMTC is entitled to also exclude the Applicant/Supplier 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 Applicant 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 – Previous transgression**

1. The Applicant 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 EOI process.
2. If the Applicant makes incorrect statement on this subject, he can be disqualified from the EOI/purchase process.

#### **Section 5 – Equal treatment of all Applicant(s)**

1. MMTC will enter into agreements with identical conditions as the one with all Applicants without any exception.
2. MMTC will disqualify from the EOI process an Applicant who does not sign the Pact or violates its provisions.

#### **Section 6 – Criminal charges against violating Applicant**

If MMTC obtains knowledge of conduct of Applicant or of an employee or a representative or an associate of Applicant , 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 7 – 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 Applicant will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade documentation. The IEM is under contractual obligation to treat the information and documents of the Applicant with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the EOI provided as meetings could have an impact on the contractual relations between MMTC and the Applicant.
5. As soon as the IEM notices, or believes to notice, a violation of this EOI, 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 8 – Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Applicant 12 months after the last payment under the contract, and for all other Applicants, 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 9 - 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 applicant 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/  
BBSR) (Official Seal)

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

Witness :  
Name.....  
Address.....

Witness :  
Name.....  
.....  
Address.....

Date :  
Place :

**Annexure-III**

Document Submission Details

	PARTICULARS	DETAILS	
(a)	Name and address of Overseas Supplier Year of Establishment		
(b)	Please specify whether you are: (Pvt., Public or Govt. enterprise)		
(c)	Name of contact person		
(d)	Telephone No.		
(e)	E-mail id		
(f)	Company Profile: (attach supporting documents such as company brochures etc.)	Attached	Yes/No
(g)	Auditor's certificate or annual report as per clause 2 (i)	-do-	Yes/No
(h)	Copy of Bills of Lading as per clause 2(ii)	-do-	Yes/No
(i)	Copy of Auditor's certificate as per clause 2 (iii)	-do-	Yes/No
(j)	Experience Certificate as per clause 2 (iv)	-do-	Yes/No
(k)	Credit rating report as per clause 2 (v)	-do-	Yes/No
(l)	Banker's certificate as per clause 2 (vi)	-do-	Yes/No
(m)	Undertaking as per clause 2 (vii)	-do-	Yes/No
(n)	Undertaking as per clause 2 (viii)	-do-	Yes/No
(o)	Mining License/permit as per clause 2 (ix)	-do-	Yes/No
(p)	Export license/permit as per clause 2 (x)	-do-	Yes/No
(q)	Pre-Contract Integrity Pact as per clause 2 (xi)	-do-	Yes/No
(r)	KYC documents as per clause 2 (xii)	-do-	Yes/No
(s)	Acceptance of all terms and conditions specified in EOI	-do-	Yes/No
	In case EOI submitted as Joint Venture/Consortium Details of Joint Venture/Consortium Partner	-do-	Yes/No
(a)	Copy of Agreement (Attached)	-do-	Yes/No
(b)	Name of CEO		
(c)	Telephone & email id of CEO		

**Certified that the above information is true**

**Place**

**Date:**

**Signatures  
Name & Designation  
Company seal**

**MODE/PROCEDURE FOR SUBMISSION OF EOI/PRICE BID**

A. The Applicant may submit application against EOI in physical form /as per clause -6/ e-mode and price bid by e-mode only.

**E-bidding shall be submitted at** MMTC e-procurement website <https://mmtc.abcprocure.com>. For this, the applicant should have legally valid Class III Digital Signature Certificate from the Licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal <https://mmtc.abcprocure.com> (a one-time activity) .

**i. Procedure for Obtaining Digital Certificate**

The Applicant should obtain digital certificate to participate in the tender.

**NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-bidding. Participating Applicant/Bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any License Certifying Authority operating under RCAI or CCA. Minimum time to procure DSC is 5 working days.**

**ii. Procedure for Registering in E-Procurement portal**

- (i) Further, the applicant will have to register with MMTC's E-Procurement portal. The applicant should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any technical issues / difficulties pertaining to the e-Procurement portal applicants are advised to get in touch with the service providers helpdesk :

Vendor's Queries	Contact Numbers	Mail ID
<b>(Dedicated Helpdesk for MMTC) at CO Delhi, Mr. Himanshu</b>	<b>+91 9265562826</b>	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
Technical Assistance: New Bidder Registration (portal Registration), Vendor's ID/ Profile Activation, renewal of Vendor's ID	+91-(79)- 68136823	Fany Shah <a href="mailto:fany.shah@eptl.in">fany.shah@eptl.in</a>
	+91-(79)- 68136854	
	+91-(79)- 68136878	
	+91-(79)- 68136850	
	+91-(79)- 68136849	
For e-Tender or e-Auction Services (Uploading/Bidding) (Offsite Team)	+91-93745 19729	Mr Nikhil Khalas
	+91-(79)- 68136848/49/61/71	<a href="mailto:nikhil@eptl.in">nikhil@eptl.in</a>

- (ii) For minimum system requirements Applicant may refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
- (iii) Applicant may take a print and save bid submission receipt on submission of bids.

**B. Applicant shall submit price bid in format at Annexure-IV**

**Price Bid (PART B):** TO BE SUBMITTED IN E-MODE only.

The bidders may submit their price bids in electronic mode at MMTC E portal at <https://mmtc.abcpurchase.com>. The bidder shall submit price bids separately as per price bid format enclosed at Annexure V.

Incomplete offer or offers received after the closing time and date shall not be accepted.

Break-up of cost & freight should be indicated separately, distinctly and invariably under C&F quotation. In quoting the C&F price, the Bidder is not subject to any restriction on the choice of shipping line.

The BUYER reserves the right to conclude the contract on FOBST or C&F/C&F(CQD) basis. Applicant must therefore quote both FOB and C&F prices. Purchase on C&F basis shall be only on receipt of 'No Objection Certificate' from Ministry of Shipping, New Delhi as prescribed under Ministry of Shipping Notification no SC-18013/1/2013-ASO-I dated 8<sup>th</sup> September, 2015

**Note :** The empanelled suppliers would only be sent tender enquiry as and when MMTC requires to import the material. The price bid format placed at Annexure-V that the empanelled suppliers shall be required to submit against tender enquiry is only indicative and MMTC may specify additional conditions and ask for more information besides specifications of material with acceptable limits, penalty clause etc.

- C.** Any Applicant willing to participate in the EOI opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.



**ANNEXURE-V**

**PRICE BID FORMAT FOR PROCUREMENT**

1. To be filled by the bidders in Electronic/Physical Form
2. The Price Bids has to be filled in indicating FOB loadport and C&F/C&F(CQD) Discharge Port in bulk.
3. For C&F shipment offer has to be made as mentioned in the tender

1.	Name of Bidder, Address & contact details	
2.	Port of Loading & Port of Discharge	_____
3.	Quantity with tolerance limit	-
6.	Offered Price	a) FOB Load port : (USD .....Per DMTU)* b) Ocean Freight _____: (USD .....Per DMTU)* TOTAL(a+b)=C&F/ C&F (CQD) : (USD ..... Per DMTU)

\* Mandatory to quote a) & b) separately

**Date:** .....

**Authorised Signatory**