



Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007
Phone No. : 0674 2547409, 2515847 Fax: 0674 2546847
Website: www.mmtclimited.com : E-mail: kkpaul@mmtclimited.com

NO: MMTC/BBSR/PIG IRON/EOI/2018-19/01 DT: 28TH September 2018

**NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR SALE OF PIG IRON
MANUFACTURED BY NINL**

MMTC invites Expression of Interest (EoI) for signing Memorandum of Understating (MoU) with MMTC for sale of Pig Iron manufactured by Neelachal Ispat Nigam Limited (NINL) from interested domestic customers. The last date of submission of EoI is by 1430 hrs on **22.10.2018**.

The complete details of the tender are available at MMTC's website www.mmtclimited.gov.in, Govt. website <http://eprocure.gov.in>, and MMTC E-Procurement Portal <https://mmtc.abcprocure.com>. Corrigendum issued, if any, will be hoisted on above websites only.

**(K.K. PAUL)
GENERAL MANAGER**

TERMS AND CONDITIONS OF EXPRESSION OF INTEREST (EOI) FOR SALE OF PIG IRON (N-I & N-II) MANUFACTURE BY NINL

1) **INTRODUCTION:**

MMTC Limited is a Govt. of India Enterprise, having its Corporate Office at Core-1, Scope Complex, Lodhi Road, New Delhi-110 003 (hereinafter called MMTC). MMTC Limited was set up in 1963 under the Ministry of Commerce, Government of India. The company is engaged in international and domestic trading of commodities/ products which includes Minerals, Precious metals, Metals, Non-Ferrous metals, Steel, Power, Fertilizer & Fertilizer raw materials, Coal & Hydrocarbon, Agro commodities and General trade.

MMTC has a strong nation-wide presence with offices covering all the major consumption centers and port towns in India with deployment of over 1400 highly skilled and experienced manpower across the country. With the 'state of art' wide area network providing on-line information exchange throughout the country through ERP, the company has capability to pro-actively source items surplus to domestic demand for exports from India and also to co-ordinate the demand of domestic users for import.

Neelachal Ispat Nigam Limited (NINL), a company promoted by MMTC Limited, Industrial Promotion and Investment Corporation of Orissa limited (IPICOL) and other government agencies has set up an 1.1 million ton Integrated Iron & steel plant at Kalinga Nagar, Duburi, Dist-Jajpur, Orissa. Presently the main products are Pig Iron, Billets and LAM coke along with other by-products like Nut coke, Coke breeze, Crude Coal Tar, Ammonium sulphate and BFG Slag, etc.

MMTC invites "Expression of Interest (EOI)" from reputed buyers/consumers/ traders for sale of PIG IRON manufactured by Neelachal Ispat Nigam Limited (NINL) for signing the MoU as per details and terms & conditions given hereunder:

2) **ELIGIBILITY:**

The applicant/s should be regular potential buyers/consumers/traders of Pig Iron with substantial capacity & with valid requisite documents as required to enter into MoU and purchase of Pig Iron. The applicant/s should have sold an average quantity of at least 50,000 MTs per year of Pig Iron during the previous three years.

The customers should submit the following documents (self-attested & stamp):-

- i. CIBIL Credit Rating from Credit Information Bureau (India) Limited.
- ii. Copies of PAN/TAN, GST Registration certificate etc.
- iii. The applicant shall not have been blacklisted, debarred or banned by any central government or state government agency (IES) / organization (s) on the date of submission of EOI.
- iv. Proof of having sold equivalent quantity of Pig Iron of any producer during the previous year.
- v. Mandatory information Form as attached at Annexure-III.
- vi. Proof & details of requisite Security deposit.

3) **SECURITY DEPOSIT (SD):**

- a) Interested applicant/s will be required to deposit Rs. 50,00,000/- (Fifty Lakhs only) with MMTC as security through electronic transfer (RTGS) or Demand Draft (DD) before/at the time of submitting EOI application.
- b) The Demand Draft drawn in favor of MMTC Limited payable at Bhubaneswar or through RTGS as per the bank details given below, under intimation to MMTC Limited, Corporate office, New Delhi.

BANK DETAILS:-

State Bank of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar-751001. Tel.: 0674-2530412; Fax: 0674-2530803 Account No.: 10229909115 RTGS Code: SBIN0006657

- c) Security deposit shall not bear any interest.
- d) MMTC reserves the right to accept or reject applicant/s request. In case, MOU is to be signed between qualified applicant and MMTC Limited, the security deposit shall be refunded only after completion of the MOU period (including extended MOU period, if any).
- e) The security deposit shall be refunded to unqualified applicant/s.

SECURITY DEPOSIT SHALL BE FORFEITED IN CASE:

- i. If the MoU customer fails to deposit payment for booked material or does not comply other terms and conditions of MoU.
- ii. Non-Booking of agreed MoU quantity by customer **for two consecutive quarters**

In case, the security deposit is not sufficient due to any reason whatsoever, applicant shall pay forthwith the differential amount within the prescribed time as and when demanded by MMTC.

4) ESTABLISHMENT OF MOU:

After scrutinizing of requisite documents submitted by applicant/s, a detailed MOU will be signed between qualified applicant/s and MMTC Limited for sale/ purchase of N-I & N-II grade of Pig iron produced at NINL plant. The validity of MOU will be **TEN MONTHS** from **1st November, 2018** and MOU and can be extended further with **mutual agreement**.

5) QUANTITY OFFERED:

The customers have to ensure booking of minimum quantity of **8,000 MT (+-10%)** per month and booking will be made on first cum first serve basis on receipt of advance payment in MMTC's account as described in the **Price Circular/tender/auction or any other mode of sale**. Customers shall have flexibility to compensate any shortfall in monthly quantity within the relevant quarter subject to availability of material at plant.

By serving a notification, MMTC may increase/lower the quantity for a particular month for strategic/operational reasons. Accordingly, the minimum quantity for the year will also increase or decrease.

6) TURNOVER DISCOUNT AND PENALTY FOR SHORT BOOKED QUANTITY:

The turnover discount of **Rs.200 PMT** shall be given to the MoU customer, if customer is able to book the agreed quantity with **100% payment on monthly/quarterly basis** as per the MOU terms. The incentive/penalty/Security Deposit to be reviewed on quarterly basis. The MOU incentives will be due at the end of the agreed MOU period.

The customers have to ensure that the MoU commitment is fulfilled, otherwise customers will be liable to pay penalty of **Rs.100 PMT** for quantity not booked/short booked for the relevant quarter. The MOU committed quantity for a quarter shall be **24000 MT**. For example, for a particular quarter, if a customer books only **12,000 MT**, he will have to pay a penalty of **Rs 100 X 12000 MT = Rs 12,00,000/-** for the quarter. For balance **12000 MT**, he will get a discount of **Rs 200 X 12000 MT= Rs 24, 00, 000/-** subject to achievement of annual target of **96,000 MT**.

Further, if the customer books more than the committed quantity during MoU period, the turnover discount shall be given on the actual quantity booked by the customer. **If the customer is able to book 1,50,000 MTs or more at the end of the MOU period, they will be eligible for a bonus of Rs. 50 PMT over and above the MOU turnover discount of Rs. 200 per MT.**

In case where the **incentive** amount is **more** than the penalty amount then the penalty of Rs. 100 PMT will be adjusted from the incentive due at the end of the quarter. For example if the incentive due is Rs.12,00,000 lakhs and the penalty amount is Rs. 5,00,000 lakhs then the credit amount will be Rs. 7,00,000 lakhs (Rs 12,00,000 less Rs. 5,00,000 lakhs). In the case where the **penalty is more** than the incentive then the differential shall be adjusted from the Security Deposit and the party will have to top up the adjusted amount to maintain the security deposit at Rs, 50,00,000 lakhs at any point of time, in order to be eligible for further bookings under MOU.

MMTC reserves the right to change the quantities under MoU arrangement depending on plant production. MMTC shall have flexibility to compensate any shortfall in monthly quantity within the relevant quarter.

Security Deposit shall be forfeited in case the total agreed MOU quantity **at the end of the agreed MOU period (including any extensions, if any)** is not fulfilled by the customer.

7) DELIVERY AND WEIGHMENT:

- a) In case, mode of transport by Road, invoicing shall be done on actual weighment at NINL weighbridge/s and as recorded in the e-printouts.
- b) In case of delivery through railway rakes (including Container Rakes) invoicing shall be done on actual Rail receipt (RR) of the wagons. However, freight will be charged as per RR on tare basis of wagon.

8) SAMPLING AND ANALYSIS:

The material is offered on ex-plant basis and the test results, as determined by NINL lab shall be final and binding on the customer.

9) SALE PRICE:

Price is applicable as per the prevailing MMTC pig iron price circular/tender/auction or any other mode of sale. Price shall be exclusive of any kind of statutory duties, GST, freight and etc which shall be paid extra by the customers.

The price shall be treated as firm irrespective of the price prevailing on the day of actual delivery Ex-NINL plant basis.

10) PAYMENT TERMS:

Customers shall make 100% advance payment along with GST and freight as and wherever applicable at actuals as per terms & conditions of Price Circulars issued by MMTC. Cost of left-over/minor / less than full regular carrier/vehicle load shall be refunded (or) adjusted against cost of following/next lot of supplies.

11) RAILWAY FREIGHT:

For dispatch of Pig Iron by Rake (including container rake), Customer will pay Railway freight in advance to NINL. Railway freight shall be charged at actuals as charged by the railways.

12) DETAILED TERMS AND CONDITIONS:

Detailed terms and conditions of the MoU parameters shall be finalized during the process of establishment of the MoU.

13) SUBMISSION OF EOI AND PLACE:

Interested customers may submit their "Expression of Interest" for Pig Iron, preferably in the annexed Format to: General Manager, MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007. Expression of Interest" may be delivered personally or be sent by Courier/Registered Post/Speed Post/ Fax/E-Mail (Confirmatory hard copy by Courier).

14) FORCE MAJEURE:

If at any time during the existence of this EOI either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine restrictions, acts of God and acts of government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, change in Govt. policies or statutory compliances then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

If operation of such circumstances exceeds 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.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.

15) ARBITRATION:

Any dispute or difference whatsoever arising between parties (MMTC and the agency) out of or relating to the construction, meaning scope, operation or effect of this contract or the validity of the breach thereof shall be adjudicated by Arbitration in accordance with the Rules of Arbitration & Conciliation of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The seat of arbitration shall be Indian Council of Arbitration, New Delhi. The Courts of New Delhi shall have the jurisdiction over disputes in relation to and arising out of this MoU.

16) INTEGRITY PACT:

Customer is required to unconditionally accept the "INTEGRITY PACT" (Annexure-II). The Integrity Pact should be signed and submitted before/at the time of signing the MoU. In case of any grievance, customer may approach Independent External Monitors (IEMs) and the name of the IEMs are mentioned in the Annexure-II.

17) HOLIDAY LISTING:

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

18) FRAUD PREVENTION:

1. 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.gov.in>) 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 EoI/MoU 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.
2. Disqualification from EoI/MoU 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.
 3. Damages: If MMTC has disqualified the Bidder(s) from the EoI/MoU 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.

19) DATE FOR SUBMISSION OF EXPRESSION OF INTEREST:

The Expression of Interest shall be submitted by the buyer's upto **22nd October 2018**. The EOI shall be accepted & executed on FIRST cum FIRST SERVE BASIS.

20) RESERVATION OF RIGHTS:

MMTC reserves the right to enter into MoU with one or multiple no's of customers for any such quantity as it may deem proper keeping in view the production capacity and other relevant factors.

MMTC also reserves the right to cancel/withdraw this EOI or abandon/cancel the process of entering into MoU for sale of Pig Iron without assigning any reason or notice, whatsoever or make any changes in the terms and conditions.

Mere submission of Expression of Interest (EOI) will not confer any right forward of MoU/contract/agreement. MMTC reserves the right to reject any or all the EOIs at its sole discretion without assigning any reason or notice.

(K.K. PAUL)
GENERAL MANAGER

EXPRESSION OF INTEREST TO PURCHASE Pig Iron UNDER MoU		
1	Name Of the Customer :	
2	Address :	
3	Contact Person/s :	
4	Telephone No :	
5	Mobile No :	
6	Fax No :	
7	E-mail Id :	
8	Type of Firm/ Unit :	
9	Brief details on the activity of the customer/profile:(may attach separate sheets if required)	
10	Quantity of Pig Iron N-I & N-II Grade interested to purchase under MOU during 2018-19 :	
11	Details of Security deposit	Amount In Rs. : _____ Transaction No.: _____ DD No. : _____ Name of Bank : _____
12	Any other information	

I/We accept the terms & conditions of EOI Invitation Notice dated **28th September 2018** and express our interest to enter into MOU with MMTC for sale/purchase of Pig Iron as indicated above .

Date : _____

Signature : _____

Place : _____

Name : _____

Designation : _____

Seal :

INTEGRITY PACT

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS "MMTC",

AND

..... HEREINAFTER REFERRED TO AS "THE BUYER/VENDOR/BIDDER"

PREAMBLE

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;

WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE GOALS, MMTC MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E- AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

SECTION 1 - COMMITMENTS OF MMTC

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 A 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 BUYER(S)/VENDOR(S)/BIDDER(S) 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 THE 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.

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- C) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S) /VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION 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 CAUSED 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 PROVIDED. IF MPMC 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. MPMC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MPMC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/ BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/ VENDOR(S)/ BIDDER(S)

IF MPMC 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 MPMC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MPMC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

1. MPMC 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 REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MPMC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/ PROJECT RELATED DOCUMENTATION OF MPMC. 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. MPMC 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 MPMC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION 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 MPMC 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 HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED 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 A 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)
(OFFICE SEAL)

(FOR & ON BEHALF OF BUYER/
VENDOR/BIDDER)
(OFFICE SEAL)

PLACE: _____
DATE: _____

WITNESS 1: _____
NAME: _____
ADDRESS: _____

WITNESS 2: _____
NAME _____
ADDRESS _____

MANDATORY INFORMATION TO BE SUBMITTED ALONGWITH EOI

COMPANY DETAILS:

Company Name :	
Registration No. :	
PAN No. / TAN No./GST 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. :	

Date : _____

Signature : _____

Place : _____

Name : _____

Designation : _____

Seal :