



**Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003
(INDIA)**

Phone No. +91 11 24362200, Fax +91 11 2434106

Website : www.mmtclimited.com

**PAN NO. AAACM1433E
CIN L51909DL1963GOI004033**

No. MMTC/CO/MIN/21-22/LGIO/2

Date: 07.10.2021

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

**SUB: EXPRESSION OF INTEREST FOR EMPANELMENT OF MINE OWNERS /
PROCESSORS FOR SUPPLY OF LOW GRADE IRON ORE (LGIO)
FOR EXPORTS BY MMTC LIMITED**

MMTC Limited invites EOIs from Manufacturers / Processors who wish to be empanelled for supply of Low Grade Iron Ore (Fe < 58%) for export by MMTC. EOIs may be submitted in sealed cover to DGM(Iron Ore), MMTC Limited, Core 1, Scope Complex, Lodhi Road, New Delhi – 110003 on or before **16th November, 2021 at 1700 hrs IST.**

The complete details of the EOI are available at MMTC's website www.mmtclimited.com, <https://eprocure.gov.in> and <https://mmtc.abcprocure.com>

Corrigendum/addendum issued, if any, shall only be hoisted on websites mentioned above.

The bidders are requested to submit their offers as per the EOI documents.

The bidders are requested to read the entire EOI documents before submitting the bids.

Techno-commercial in electronic mode may be submitted at <https://mmtc.abcprocure.com> after following the procedure given in EOI documents.

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

For any assistance relating to EOI, contact may be made with Manish Kala, DGM(Iron Ore) – Email : manishkala@mmtclimited.com Mob : 9810325883

DGM(Iron Ore)



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SUB: EXPRESSION OF INTEREST FOR EMPANELMENT OF MINE OWNERS/ PROCESSORS FOR SUPPLY OF LOW GRADE IRON ORE (LGIO) FOR EXPORTS BY MMTC LIMITED

MMTC Limited, a Govt of India Enterprise, invites EOIs from Manufacturers / Processors who wish to be empanelled for supply of Low Grade Iron Ore i.e. LGIO (Fe < 58%) for export by MMTC Limited. Interested parties are requested to submit their EOIs as per details contained herein:

1.0 ELIGIBILITY CRITERIA:

- i) The applicant should be Mine Owner / Processors with requisite valid permits for sale and transfer of LGIO, wherever applicable. In case of noncompliance of any of the requisite valid permits, MMTC shall not be held responsible for the same and would claim damages for the non-delivery of LGIO
- ii) The applicant should preferably be in possession of a plot (through lease or legally arranged) at port of loading of appropriate size for converging/storage LGIO till shipment in case of FOB / CFR / CIF purchase by MMTC.
- iii) The applicant should 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 (format enclosed).
- iv) In case the applicant is not a mine owner, then the applicant (processor) may submit document evidencing linkage with the mine owner for regular supply of the required grade material.
- v) Annual turnover Rs 300 crore (Minimum). Auditor's Certificate or copy of the Audited Accounts will suffice the requirement.

vi) Minimum Annual Production: 10 Lakh Metric Tons (MTS). Documentary evidence like Auditors Certificate / any other document showing the annual production

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, details of Bank Accounts etc.

ii) Audited financial statements for the last three completed Financial Years (FY). 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 and GSTIN Registration certificate etc.

v) Satisfactory or equivalent Credit rating issued within one year prior to the date of this EOI from any one of the Credit Rating Agencies viz. DUN & BRADSTREET/ MOODY's/ STANDARD & POOR / ICRA/ CARE/ CIBIL/ CRISIL/ SMERA. 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 as mentioned above. (Copies of trading license, storage license, etc. pertaining to Iron Ore may also be submitted).

vii) Information/details/ declarations as per Annexures-I, II & III.

(viii) Integrity pact (in prescribed format) as per Annexure IV.

ix) Documents showing Company's registration Certificate with Tax Authorities, Export / Import Code etc

MMTC reserves the right to ask mine-owners/processors for furnishing additional documents / details other than those specified hereinabove, if deemed necessary. In case wrong information with regard to the eligibility criteria or otherwise is furnished by any applicant, MMTC may debar the applicant from entering into any commercial transaction of any nature with MMTC for a stated period of time i.e. for a minimum period of three years.

All the pages of this EOI must be stamped and signed by the mine owner and submitted as a token of acceptance of the terms and conditions.

3.0 TERMS OF SUPPLY:

i) Selected applicants shall be responsible for delivery of cargo at the designated plot / godown at port of loading at their own cost for FOB / CFR / CIF purchase by MMTC. The supplier shall be both CONSIGNEE and CONSIGNOR of the cargo for convergence of cargo till Port plot / The suppliers shall be required to adhere to the contractual cargo specifications and delivery parameters.

ii) The empaneled supplier would regularly inform MMTC about converging the cargo at port plot / godown / and also the specifications (both chemical and physical) of the material.

iii) **In case of back to back contract** where separate terms agreed by MMTC with overseas buyer(s) are acceptable to the local Supplier, a contract between empaneled supplier and MMTC shall be entered into. All terms of export contract signed between MMTC and overseas buyer shall apply *mutatis mutandis* to local 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, load port / disport 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 Bank Charges, Export Duty, port charges, Load Port / Discharge Port surveyor's fee 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 back-up supplier shall furnish an undertaking for discharge of bond submitted to Customs by MMTC at the time of shipment. All taxes, export duty, charges, levies, cess, etc. shall be borne by the supplier itself.

4.0 OTHER TERMS:

i) The supplier will also be required to sign Integrity Pact with MMTC in case purchase/ shipment value is more than Rs. 20 Cr.

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 suppliers who qualify as empanelled suppliers to MMTC would be individually notified after the evaluation process of empanelment is complete.

vii) In case any document is not in English or Hindi, bidder shall submit (alongwith original bid document) self certified translated copy of the same in English or Hindi.

5.0 FORCE MAJEURE CLAUSE:

In case at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone, Covid 19, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfillment of any obligations 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 by one month, the affected 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 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material shall not be an excuse to the Seller for not performing their obligations under the contract.

The delivery period in respect of the undelivered quantities may be extended during the contractual period at Buyer's option subject to acceptance of the price (by the Seller) available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

If no mutual agreement either for extension of time for supply of the mineral(s) or price is arrived at, the contract may be terminated at the option of the MMTC without any liability arising on part of MMTC.

6.0 ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled by arbitration proceeding in accordance with the Rule of Arbitration of Indian council of Arbitration and the award made in pursuance thereof shall be binding on the parties. Venue of arbitration shall be New Delhi.

7.0 Holiday- Listing Clause:

Notwithstanding anything contained in this agreement, MMTC 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 the agency(s) in accordance with the policy in force.

8.0 VALIDITY:

Panel of prospective suppliers would be drawn based upon the acceptable bids received in response to this EOI and such empanelled supplier shall be informed accordingly. However, Manufacturer /processors who subsequently wish to be empanelled can submit all the prescribed documents and would be empanelled after having fulfilled the criteria. The Panel formed would be valid till 31/03/2023. After empanelment, MMTC shall individually inform the applicant.

MMTC reserves the right to extend the panel validity. Panel shall be kept open during its validity and any interested supplier may submit the application as per EOI terms.

The above terms and conditions shall have to be considered by the applicant in totality and the applicant not able to submit all the documents as per EOI terms shall not be considered for empanelment.

9.0 FRAUD PREVENTION POLICY:

(i) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s):

The Bidder(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 during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The 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 Bidder(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) 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 part of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(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) 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), 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 against the bidder available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(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 bidder liquidated damages of the Contract value or the amount

equivalent to Performance Bank Guarantee or 5% of the contract value whichever is higher.

The empanelment shall be processed on FIRST cum FIRST SERVE BASIS.

10.0 MODE OF SUBMISSION OF EOI

10.1 The applicant shall submit techno-commercial bids in **electronic mode** only. Bids will not be accepted in physical, by e-mail, Fax or courier etc.

10.2 PROCEDURE FOR PARTICIPATION IN EOI.

EOI is available on MMTC e-procurement website <https://mmtc.abcprocure.com> for online submitting process. For this, 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) .

10.3 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-tendering. Participating applicants 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.

10.4 Procedure for Registering in E-Procurement portal

(i) Further, the applicant will have to register with MMTC's E-Procurement portal. The applicants 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 difficulty either mail or talk to the Technical Support Engineer, whose contact details are as under

Vendor's Queries	Contact Numbers	Mail ID
(Dedicated Helpdesk for MMTc) at CO Delhi, Mr. Himanshu	+91 9265562826	delhi.support@eptl.in
New Applicant/Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	Mr. Sonu Tank +91-(79)-35022180	sonut@abcProcure.com
For only Technical Assistance related to e-Tender or e-Auction Filing / submission (HO Team)	+91-95108 12960 +91-95108 12971 +91-90810 00427 +91-99044 06300 +91-93745 19279	Mr. Dinesh dinesh.k@eptl.in support@abcprocure.com

DGM (Iron Ore),
MMTC Limited,
Corporate office,
Core -1, Scope Complex,
Lodhi Road,
New Delhi - 110003
Phone : 011 – 24381302
e-mail id : manishkala@mmtclimited.com

DGM (Iron Ore)
MMTC Limited

Accepted

Signature with Seal

Mine Owner

ANNEXURE - I

EOI FOR SUPPLY OF LOW GRADE IRON ORE FOR EXPORTS

<i>Sl. No.</i>	<i>Particulars required</i>	<i>Supplier's Information</i>
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 with complete specs & annual capacity	
4.	Approx. Quantity / Value (product-wise) of production / domestic sales / exports for last 3 financial years or from the year of allotment of lease of mines (which ever is later).	
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.	Specification(s) of Low Grade Iron Ore(s) for which applicant is interested for empanelment with MMTC.	
9.	List of attachments submitted	

The photo copies submitted should be duly certified as true copies signed by authorized person with his full name, designation and company seal. A copy of EOI duly signed with applicant's seal may also be submitted alongwith other documents.

Signature of bidder
Name & Designation of the signatory

Place :
Date :

ANNEXURE - II**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
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

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 any PSU or any department of State Govt or Govt of India 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 any PSU or any department of State Govt or Govt of India 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 any PSU or any department of State Govt or Govt of India	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 any PSU or any department of State Govt or Govt of India 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 any PSU or any department of State Govt or Govt of India 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	Period for which business	Present Status

the business dealings by MMTC or any PSU or any department of State Govt or Govt of India	dealing has been banned	
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In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or any PSU or any department of State Govt or Govt of India 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 any PSU or any department of State Govt or Govt of India has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or any PSU or any department of State Govt or Govt of India	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

Signature of bidder

Date

Name & Designation of the signatory.

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”

And

M/s. hereinafter referred to as “The Supplier / 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 Bidder(s) the same information and will not provide to any Bidder any confidential/additional information through which the 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 Bidder(s)

1. The bidder participating in 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 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 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 Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the 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 Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the 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 Bidder(s) will, when presenting its 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 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 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 bidder into question. MMTC is entitled to disqualify the 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 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 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 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) There will be no doubt of any transgression if evidence of the same is available.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Bidder(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 Bidder liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Bidder(s) can prove that the exclusion of the 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 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 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. We, the Bidder(s) 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.
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 Bidder(s)

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

Section 7 – Criminal charges against violating Bidder(s)

If MMTC obtains knowledge of conduct of Bidder(s) or of an employee or a representative or an associate of 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 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 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 office 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 / subsequent agreements shall not be entered into except to be made in writing by both parties authorized representatives..
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)
Buyer/Vendor/bidder)
(Official Seal)

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

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

Witness 1.....
Name :
Address:

Witness 2.....
Name :
Address: