

Open tender No. MMTC/BBSR/QUARTZITE /NINL-RM/2/2015-16 Dated 06/10/2015
Last Date of Submission of Bids : 12/10/2015 at 1330 Hours
OPEN TENDER FOR PURCHASE OF QUARTZITE (10-50)MM SIZE

Established in 1963, MMTC Limited, a Government of India Enterprise, is a leading International Trading company with annual turnover of over Rs 18,284 crores during FY 2014-15. It is engaged in International Trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbons, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals. For further details please visit our website www.mmtclimited.gov.in.

Neelachal Ispat Nigam Limited (NINL), a company promoted by MMTC Limited and Industrial Promotion and Investment Corporation of Odisha Limited (IPICOL) has set up an integrated 1.1 million ton capacity Iron and Steel Plant at Kalinga Nagar Industrial Complex, Duburi, District-Jajpur, Odisha (India).

MMTC Ltd Regional Office Bhubaneswar, having its address at "Alok Bharati Complex", 7th Floor, Saheed Nagar, Bhubaneswar – 751007, Odisha(India), invites sealed bids on behalf of NINL in two bid system (Technical Bid & Price Bid) from the suppliers of Quartzite (Mine owners/Traders/Importers), for supply of 7,200 MTs Quartzite (10-50 MM) to NINL plant (Actual User) at Duburi, Odisha (India). Bidders are requested to submit their offers as per the tender documents. **The last date of submission of sealed bids is 12/10/2015 till 1330 hours IST.** The tender document can be downloaded from MMTC's website (www.mmtclimited.gov.in) or from Govt. of India's Procurement portal (<http://eprocure.gov.in>)

The tender notice consists of two sections. Section-I(Tender Description) and Section-II(Format of Documents). Bidders are requested to read the tender terms before submitting the bids.

Bidders shall submit their bids (both Technical & Price Bids) in a sealed envelope in the tender box kept in the office of MMTC Ltd Regional Office Bhubaneswar.

Bidders shall super-scribe (on the envelope) name of company, contact person, phone/fax/e-mail address, Tender no. and closing date. Incomplete offer or offer received after the closing date & time shall be rejected.

Bidders shall send the bid addressed to the Additional General Manager (Minerals), MMTC Limited Bhubaneswar Regional Office.

The technical bids will be opened at 1530 hours IST on 12/10/2015 and the price bids of technically qualified bidders will be opened subsequently.

Thanking You.

Addl. General Manager (Minerals)
MMTC Limited
Bhubaneswar Regional Office

**SECTION-I
TENDER DESCRIPTION**

1. **Commodity** : Quartzite (10-50MM)
2. **Quantity** : 7,200 MTs (+/-10% at buyer's option). Partial shipment or bid offering partial quantity shall be rejected. During the contractual period, quantity can be reduced as per NINL's requirement.
3. **Specifications** :

Chemical Composition

Physical Composition

| | | Size (10-50MM) | |
|-------|---|----------------|---|
| SiO2 | 97% Min. Rejection below 97% | +50 MM | 5% (Max.). Above the limit, penalty shall be charged. |
| Al2O3 | 0.5% Max. Acceptable up to 2% with penalty. | -10 MM | 5% (Max.).Above the limit, penalty shall be charged. |

4. **Origin** : Domestic/Foreign.
5. **Loading point** :
a) For domestic cargo - Anywhere in India.
b) For foreign cargo - Anywhere in India.
6. **Destination** : The seller shall consign the cargo in favor of "Neelachal Ispat Nigam Limited, Kalinga Industrial Complex, Duburi, District: Jajpur, Odisha (India)".
7. **Delivery period** : October 2015-March 2016. MMTC/NINL reserves the right to reduce the delivery period as per requirement of NINL. For uninterrupted operation of NINL plant supplier must guarantee supply of 750 MTs per month at buyer's option. Monthly supply quantity has been calculated taking into account the full tender quantity and in case of less allocation the same may be proportionately accounted. At the end of the contractual delivery period if there remains any undelivered quantities, supplier can deliver that quantity even after expiry of the contractual delivery period at the contractual price solely at the written consent of MMTC/NINL. Notwithstanding the above, MMTC/NINL reserves the right to forego the quantities if not delivered within the contractual delivery period.
8. **Delivery terms** : Free On Truck (F.O.T.)/NINL Plant. Mode of delivery shall be 'By Road'. Supplier has to ensure that the Lorries are fit for loading and arrange packing of doors properly to prevent loss of cargo en-route destination. The supplier must clean each and every Lorry before loading of the material to avoid any contamination of the material.
9. **Earnest Money Deposit (EMD)**

Each bid shall be accompanied by an Earnest Money Deposit (EMD) in the form of Demand Drafts/Banker's Chq for INR 1,00,000/- (Indian National Rupee One Lac) favoring 'MMTC Limited' payable at Bhubaneswar. EMD shall have to be submitted along with the Techno Commercial bid. Bid received without EMD shall be rejected. Non acceptance of Letter of Intent (LOI), failure of signing the contract within the time allowed shall be construed as a failure and the EMD shall be forfeited. EMD shall be returned to the unsuccessful bidders after acceptance of Purchase Order/Purchase contract by the successful bidder(s). The EMD submitted by the successful bidder shall also be returned, after receipt of Performance Guarantee. No interest shall be payable by MMTC/NINL on EMD amount.

10. Performance Guarantee

The Purchaser shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the Purchase Contract and execute a **Performance Guarantee (PG)** in the form Demand Draft/Banker's Chq for an amount of INR 10,00,000/- (Indian National Rupee Ten Lacs) in favor of 'MMTC Limited' payable at Barbil (for within Odisha supplier)/ 'Neelachal Ispat Nigan Limited' payable at Bhubaneswar (for outside Odisha supplier). Within 3 working days of issuance of unsigned contract (by the purchaser), seller shall return back the contract (to the Purchaser) duly signed and stamped. The PG shall be returned to the successful bidder after satisfactory completion of the contract. No interest shall be payable by MMTC/NINL on PG amount.

11. Categories of Bidders

The bids received from any of the following categories of bidders shall be considered for this open tender:

- a) **Mine Owners.**
- b) **Traders**, offering the cargo sourced from any back-up mine owner/trader. Bid should be backed by a Letter of Authority of the concerned back-up supplier specifically authorizing the said supplier to offer bid (on behalf of the back-up supplier) and no one else to make an offer in response to this invitation of bid.
- c) **Importers**, offering imported cargo.

12. Eligibility Criteria

The bidders have to submit following documents for becoming eligible to participate in the tender:

- a) Detailed information of the bidder (Name/business address/contact nos/e-mail IDs, list of Directors/Partners etc).
- b) Self certified copy of mining lease deed (applicable for mine owner).
- c) Authorization letter to submit bid on behalf of back-up supplier (applicable for traders)- **Annexure-III**
- d) Import-Export code (applicable for importers).
- e) Self certified copy of the IBM registration certificate (wherever applicable).
- f) Trading license under concerned Mining circle (applicable for traders & importers).
- g) VAT/CST/TIN registration certificate clearly indicating the commodity 'Quartzite' in the certificate.
- h) Self certified copy of the PAN.
- i) Service tax certificate (optional).
- j) Copy of the tender document duly stamped and signed (in all pages) as a mark of acceptance of the tender terms and conditions.
- k) Demand Draft/Banker's chq of INR 1,00,000/- towards EMD.
- l) Integrity pact (as per format), duly signed by the Proprietor/Owner/Partner/Director.- **Annexure-II**
- m) Declaration that the bidder has not been banned by Govt. of India/MMTC/other PSUs in doing business dealings- **Annexure-IV**

13. **Price Terms** : The bidder shall quote price (as per **Annexure-I**) in Indian National Rupee (INR) per WMT on F.O.T NINL Plant delivery basis and the price should remain fixed during the contractual period. The price shall be inclusive of Royalty and exclusive of Tax elements (Cess, Entry tax, VAT /CST, any other Govt. levies). Taxes shall be paid at actual. Any variation in the rate of Royalty, cess, ET and Sales tax/CST or imposition of any fresh statutory levy during the contractual period shall be to the account of buyer, subject to submission of documentary evidence to that effect by the supplier. However, for the purpose of evaluation of bids, Landed Cost F.O.T. NINL plant shall be considered. Landed cost F.O.T NINL plant shall be calculated as below

Landed cost F.O.T NINL plant = Quoted price (INR/WMT) + VAT/CST+ Entry Tax (if any) – Tax input credit (if any).

14. Tolerance levels & Penalties

Chemical composition

| Element | Required level | Tolerance level | Penalty amount (to be deducted from invoice amount) |
|---------|----------------|----------------------------------|---|
| SiO2 | 97% Min | Rejection below 97%. | -- |
| Al2O3 | 0.5% Max | Acceptable upto 2% with penalty. | @1% of base price for every 0.1% increase in Alumina content or part thereof. |

Physical composition

| Size | Tolerance level | Penalty amount (to be deducted from invoice amount) |
|--------|----------------------------|--|
| -10 MM | 5% Max. Above it, penalty | @ INR 30.00 PWMT on the quantity of undersize exceeding the contractual specification. |
| +50 MM | 5% Max. Above it, penalty. | @ INR 23.00 PWMT on the quantity of oversize exceeding the contractual specification. |

15. **Bonus on SiO2 content** : Bonus shall be paid on fraction pro rata basis for each 1% increase in SiO2 content above 97%.

16. Sampling and Analysis

At the destination point, NINL shall draw samples from the cargo unloaded and analyze its physical/chemical compositions in its own laboratory. Seller's representative may also remain present during the course of sampling. **NINL laboratory report shall be final for all purpose and it shall be binding on the supplier.**

The samples prepared by NINL at the unloading point shall be divided into 5 (five) parts and sealed separately in the presence of the representatives of NINL/MMTC/Seller. Out of the 5(five) sample packets, 1st sample packet shall be handed over to the representative of MMTC, 2nd & 3rd to seller's representative, 4th will be used by NINL to conduct the analysis and the 5th shall be retained by NINL to conduct umpire analysis (if need arises).

Umpire Analysis :

Seller has the option to challenge the destination point analysis report and go for Umpire Analysis (if required). Umpire Analysis is to be done by a 3rd party Independent Inspection Agency (IIA) and the IIA shall be from MMTC's empanelled agencies. Such Umpire Analysis shall be final and binding. Umpire Analysis cost shall be borne by the Seller.

17. Determination of Weight

Weight recorded at destination (i.e. at NINL) shall be considered for release of 100% payment and it shall be binding on the seller.

18. Payment Terms.

18.1 In case supplier is situated outside the state of Odisha (India), NINL will be the Buyer and shall issue Letter of Intent (LOI)/Purchase Order to the supplier. After supply of goods, the supplier shall issue Tax Invoice directly to NINL (TIN No. 21731400956) under intimation to MMTC Limited, Sub-Regional Office Barbil, District: Keonjhar, Odisha (India) along with copies of Lorry Receipts and Analysis Report (Discharge point). NINL shall settle the bills directly with the supplier.

18.2 In case supplier is situated within the state of Odisha (India), MMTC Limited, Sub-Regional Office Barbil will be the Buyer and shall issue Letter of Intent (LOI)/Purchase Order to the supplier. After supply of the goods, Seller shall raise Tax Invoice to MMTC Limited Sub-Regional Office Barbil (TIN

No. 21471106607), District: Keonjhar, Odisha (India) with following documents:- i) copy of original Lorry Receipts & ii) TP statement and copies of TPs.

18.3 Upon receipt of Tax Invoice from Seller, **Buyer shall release payment on the basis of i) NINL laboratory report and ii) Weight determined as per CLAUSE 17 of the tender.**

18.4 **In case of rejection at destination:** The rejected lot will not be returned back to the supplier. For the rejected lot, a token price of INR 1/- PMT shall be payable to the supplier as purchase price. Further, a fixed amount of INR 100/- PMT shall be paid to the supplier towards other cost elements like transportation Charges (from Mines/Port plot to railway siding), Wagon loading charges, labour welfare cess, etc.

18.5 In general, all payments shall be in 'Electronic' mode (E-Payment).

19. Validity of the offer

The quoted price should remain valid for a period of 60 (Sixty) days from the date of opening of price bids for acceptance by MMTC/NINL. However, if LOI is issued by MMTC/NINL within 60 days, this price shall remain valid till 31.03.2016.

20. RISK PURCHASE

In case the Seller fails to provide the materials for delivery by the time agreed upon or should the Seller in any manner or otherwise fail to perform the agreement, the Purchaser shall have the right to get the material from alternative sources, at the risk and cost of the Seller. The purchase of the material from alternative sources as stated hereinabove may be either for whole or part of the contracted quantity. The Purchaser shall have the right to recover the differences in prices from the performance guarantee amount available.

21. Award of Contract

In general, the Buyer shall award the contract to the lowest bidder (L-1 bidder) only. However, if required, the Buyer may split the total tender quantity and award the contract among 3 (Three) eligible bidders in ascending order (i.e. among L-1, L-2 & L-3), subject to the condition that L-2 & L-3 bidders match L-1 landed price FOR NINL plant. Such splitting shall be in the ratio L-1:L-2:L-3::60%:25%:15%. In case both the L-2 & L-3 bidders don't agree to match the L-1 landed price FOR NINL plant, then the contract shall be awarded to the L-1 bidder. In case either of L-2/L-3 agrees to match the L-1 landed price FOR NINL plant, then the splitting ratio shall be L-1:L-2/L-3::70%:30%.

22. Due Dates

Submission of Techno-Commercial Bids and Price Bids : 12/10/2015 till 1330 hours
Opening of Techno-Commercial Bids : 12/10/2015 at 1530 hours

The price bids of technically successfully bidders only shall be opened.

23. Submission of bids.

The bids are required to be submitted physically in a sealed envelope and to be dropped in the tender box, by due date and time, so as to reach Additional General Manager(Mineral division), MMTC Limited Bhubaneswar Regional Office, "Alok Bharati Complex", 7th Floor, Saheed Nagar, Bhubaneswar-751007, Odisha (India).

The Techno-Commercial bid will be opened as per due date. After scrutiny of technical bids received, the price bids of only those bidders whose technical bids are acceptable will be opened and considered further.

24. General Conditions

24.1 MMTC reserves the right to cancel or reject any or all bids without showing any reason whatsoever and the decision of MMTC in this respect shall be final and binding and shall not be liable to be questioned in any court or before any authority.

24.2 In the event of any changes/alterations found in the tender terms, bidders giving false information, bidders not submitting requisite documents/information/data as envisaged in the tender, non-compliance to tender terms etc, may lead to rejection in pre tender/post tender stage.

24.3 In case where supplier is situated outside the state of Odisha(India), MMTC will act as an agent of NINL for procurement of BF Grade Dolomite.

24.4 Utmost precaution shall be exercised by the seller at the time of delivery of each consignment to ensure that the guaranteed specifications stipulated are strictly complied with. The purchaser reserves the right to terminate the contract in case there are deviations from the guaranteed specifications. If required, MMTC/NINL may inspect the cargo by taking samples (for analysis) and thereafter place Purchase Order on the successful bidder(s).

24.5 Any bidder willing to participate in the tender 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 signature.

24.6 EMD of the unsuccessful bidders will be returned back and for the successful bidders also the EMD will be returned after receipt of Performance Guarantee. The Performance Guarantee shall be returned after satisfactorily completion of the contract.

24.7 The bidders should quote for 'F.O.T. NINL plant'. Their responsibility is till delivering the cargo to NINL.

24.8 MMTC shall have the right and authority to review/modify/amend any condition of this tender.

25. Termination of Contract

The buyer can terminate the contract without any compliant from the seller by giving a notice in writing in the event of the following situations:

25.1 In the event of insolvency of the seller/insolvency of any partner of the seller's firm/dissolution of the seller's firm/winding up of the sellers company on appointment of receiver.

OR

25.2 If the seller commits the breach of the contract even though not specifically provided for herein, provided always that such determination shall not prejudice any right of action or remedy which shall accrued or shall accrue thereafter to the buyer and provided also that the seller shall be liable to compensate the buyer for damages, claims, losses and expenses etc.

26. Arbitration

Any dispute or difference whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation of this contract or the validity or the breach thereof shall be settled by Arbitration by Sole Arbitrator to be nominated by The General Manager, MMTC, Bhubaneswar. The provision of arbitration and conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of the Arbitration shall be Bhubaneswar, Odisha (India).

27. Force Majeure

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, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfilment 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 instalment 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 fulfil 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 will not be an excuse to the Seller for not performing their obligations under the contract.

The delivery period in respect of undelivered quantities may be extended during the contractual period at Buyer's(MMTC'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 Quartzite or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

SECTION -II
FORMAT OF DOCUMENTS

Annexure-I

Open tender No. MMTC/BBN/QUARTZITE /NINL-RM/2/2015-16 dated 06/10/2015
Last Date of Submission of Bids : 12/10/2015 at 13 : 30 Hours

PRICE BID

As per clause 13 of the tender, we hereby quote our price bid as below:

| | | |
|--|---|-------------------------|
| Price (in INR per MT), basis: F.O.T NINL plant | a)Basic price of the cargo | INR _____ per MT |
| | b)Transportation charges | INR _____ per MT |
| | c)Service tax component on transportation charges | INR _____ per MT |
| | d)Total price F.O.T NINL plant (a+b+c) | INR _____ per MT |
| Applicable taxes | VAT/CST (please tick) | _____ % |
| | Entry tax (if applicable) | _____ % |
| Validity of the offer | 60 days from the date of opening of price bid. | |

Place:

Signature of the Bidder with Official Seal:

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”

And

M/s. 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.

Section1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
 - a) No employee of MMTC, personally or through family members will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC Will during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
 - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be substantive suspicion in this regard. MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)

1. The tender/auction/e-auction/e-sale/sale/purchase commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
 - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Buyer(s)/Vender(s)/Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans business details including information contained or transmitted electronically.
 - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting has 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)/Vender(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover form 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)/Vender(s)/Bidder(s) can prove that the exclusion of the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s)/Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor(s)

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

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 - Other Provisions

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

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

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

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

Witness 1.....
Name :
Address:

Witness 2.....
Name :
Address:

PROFORMA OF AUTHORITY LETTER TO SUBMIT BID ON BEHALF OF ANY BACK-UP SUPPLIER (APPLICABLE FOR TRADERS)

Ref No. _____

Date : _____

**To,
The Addl. General Manager (Minerals)
MMTC Limited
Bhubaneswar Regional Office**

Sub : Authority letter to submit bid on our behalf.

Ref: MMTC open tender no. _____ date _____ for Quartzite.

Dear Sir,

We M/s. _____(Name and address of the back up supplier), Quartzite (10-50MM) supplier, do hereby authorize M/s (Name and address of Bidder) to participate in the subject tender on our behalf. Details are given below :-

- (a) Name and location of the mine : _____
(b) Offered Quantity : _____

2. We hereby assure our full co-operation and support to the Bidder in respect of the above Quartzite quantities offered.

3. We also understand that this Letter of Authorization is on exclusive basis. In case there are more than one bid for our material with Letters of Authorization issued by us, MMTC has right to reject all such bids.

Yours faithfully,
for & on behalf of M/s.....

Authorised signatory
(Name & Address of the back-up Quartzite supplier)

Seal

Proforma of declaration regarding banning of business dealings**In case of proprietary concern**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

| No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce | Period for which business dealing has been banned | Present Status |
|--|---|----------------|
| | | |

In case of partnership firm

We hereby declare that neither we, M/s Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

| No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce | Period for which business dealing has been banned | Present Status |
|--|---|----------------|
| | | |

In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings), in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against us.

| | | |
|--|---|----------------|
| No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce | Period for which business dealing has been banned | Present Status |
|--|---|----------------|

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.