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REGIONAL OFFICE : Alok bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar – 751007

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CIN: L51909DL1963GO1004033

NIT NO. MMTC/BBN/IOF/NINL/03/ TENDER/2019-20

DATED 04/10/2019

Last Date for Submission of Bids: 18/10/2019 at 13:30 Hours

NOTICE INVITING TENDER FROM THE MINE OWNERS & TRADERS FOR PURCHASE OF IRON ORE FINES (62% Fe)

Established in 1963, MMTC Limited, A Government of India Enterprise, is a leading International company engaged in International Trading on minerals, agro products, precious metals, non-ferrous metals, coal and hydrocarbons, fertilisers 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.com

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 & Steel Plant at Kalinga Nagar Industrial Complex, Duburi, Dist : Jajpur, Odisha(India).

MMTC Limited, Regional Office Bhubaneswar, having its address “7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar, 751007, Odisha (India)” invites open tender in Sealed Bids on behalf of NINL from the Mine **Owners and Traders of Joda/Barbil/Koira Sectors of Odisha** for supply of **20 Rakes** Iron Ore Fines 0-10 MM, basis 62% Fe Content (**80,000 MT** approx) (+/- 10%) to NINL Plant (Actual User) at Duburi, Odisha, (India). **Buyer has the option to increase order as per the requirement of NINL**

The Limited 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.

Interested Mine Owners and Traders may submit their Technical & Price Bids in a sealed envelope in the tender box kept in the Office of MMTC Limited, [Regional Office, Bhubaneswar](#). Bidders shall submit their bids as per tender documents, addressing to the Chief Manager (Mineral), MMTC Limited, Regional Office, Bhubaneswar.

Bidders shall super-scribe (on the envelope) name of company, contact person, Phone/Fax/e-mail address, Tender number and closing date. Incomplete offer or offer received after closing date and time shall be rejected. In case any changes in the NIT come to notice subsequently by MMTC, the same will be rejected summarily.

The Last Date for submission of sealed Bids is at 13:30 Hours IST on **18/10/2019**. The Technical Bids will be opened at 1530 Hours IST on **18/10/2019** at Regional Office, Bhubaneswar by a committee and the Price Bids of technically qualified bidders will be

opened subsequently. MMTC reserves the right to accept/ reject any or all bids without assigning any reasons thereof.

This Tender document can be downloaded from MMTC's website www.mmtclimited.com or from Govt. of India's Procurement Portal <http://eprocure.gov.in>.

In this Tender process, if Supplier will be the Mine Owner(s), MMTC will issue Purchase Order as BUYER. In such case, Payment will be released by MMTC.

In this Tender process, if Supplier will be the Trader(s), NINL will issue Purchase Order as BUYER. In such case, Payment will also be released by NINL.

NB: Mine Owners/Traders,those who had participated earlier and technically qualified may submit only signed copy of NIT for acceptance of terms and conditions in the technical bid and price bid only. They need not submit other documents (Except EMD)

CLAUSE: 1. ELIGIBILITY CRITERIA AND DOCUMENTS REQUIRED :

1.1 In order to become eligible to participate in the above Tender, prospective bidder(s) must submit self attested copies of following documents along with Technical Bid :-

a)MINE OWNERS: (i)Self certification by Mine owners (ii) Self Certified copy of IBM Registration Certificate ; (iii) Self Certified copy of PAN card ; (iv) Self Certified copy of GST Registration Certificate clearly indicating the commodity (iron ore) being dealt ; (v) GST Returns for the last 03(Three) months.(vi)Local Office address with FAX /E-mail ID/ Telephone number (vii) Bank Account details (viii) A latest Positive Bank Reference Report(In Original), not older than six months from the date of application. (ix) All the pages of the tender i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions.

b) TRADERS:

- (i) The bidder(s) must be a Trader(s) from the Joda/Barbil/Koira Sectors of Odisha.
- (ii)The Trader shall not have been black listed, debarred or banned by any Central Government or State Government Agency(ies)/ Organisation(s) on the date of submission of bid(s). The application has to submit an undertaking to this effect.
- (iii) In case of Trader, he/she will have to submit "Letter of Authorization from Mine Owner offering Iron Ore Fines to the trader for entire tender quantity as per required specifications of NINL Plant" in the Technical Bid.
- (iv) Trade Licence under concerned Mining Circle.
- (v) Traders whose cumulative turnover is more than Rs. 300 crore in last three years in iron ore trading is eligible to participate in this tender process.
- (vi) Self certified copy of IBM Registration Certificate.
- (vii) Self Certified copy of PAN card.
- (viii) Self Certified copy of GST Registration Certificate clearly indicating the commodity (iron ore) being dealt ;
- (ix) GST Returns for the last 03(Three) months
- (x) Local Office address with FAX /E-mail ID/ Telephone number
- (xi) All the pages of the tender i.e. NIT, must be stamped and signed by the bidder and submitted with technical bid as a token of acceptance of the terms and conditions.
- (xii) Bank Account details
- (xiii) A latest Positive Bank Reference Report(In Original), not older than six months from the date of application.
- (xiv) Audited Financial Statements for the last three completed years. In case the firm is new and is yet to complete three years, audited financial statements be submitted since incorporation.

(xv) Letter of authorisation from the mine owner offering iron ore fines to the trader for entire tender quantity as per required specifications of NINL Plant (to be submitted by the empanelled bidder at the time of bidding for tender)

(xvi) In case both Trader and his Principal Mine Owner apply for this tender (even if from a different mine), the application of the mine owner shall be accepted and that of the trader shall be rejected.

1.2 All the pages of MMTC's Tender No. MMTC/BBN/IOF/NINL/03/Open Tender/2019-20 Dated. 04/10/2019 must be stamped and signed by the Mine Owner/Trader and submitted with Technical Bid as a token of acceptance of the terms and conditions.

1.3 Interest-free EMD Amount of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft/Banker's Cheque, Pay Order/NEFT favouring MMTC Limited, payable at Bhubaneswar (A/C No.10229909115, IFSC-Code-SBIN0006657, State Bank of India, Commercial Branch, Bhubaneswar) to be submitted with the Technical Bid. Those Mine Owners/Traders who intend to deposit EMD through NEFT must ensure that the entire amount of EMD is credited to MMTC's account at the time of opening of the Price Bid.

1.4 The Mine Owners/Traders shall have to submit their Price Bids in the prescribed format (PRICE BID FORMAT) attached to this Tender Notice in separate sealed envelopes.

1.5 The bidder shall have to sign "Integrity Pact" (in prescribe format – Annexure I).

1.6 The bidder shall have to sign "Declaration regarding Banning of Business Dealings" (in prescribed format – Annexure II).

In case wrong information with regard to the eligibility criteria or otherwise is furnished by any bidder, MMTC may debar the bidder from entering into any commercial transaction of any nature with MMTC for a period of one year which can be extended up to three years.

CLAUSE : 2. COMMODITY : Iron Ore Fines 0-10 MM 62% Fe Content basis (WMT basis by Rail)

2.1. SPECIFICATIONS :

CHEMICAL COMPOSITION		PHYSICAL COMPOSITION (Size)	
Fe	62% Fe basis. Acceptable with penalty up to 60% Fe. Rejection below 60% of Fe content	0 MM to 10 MM	
SiO₂	3.00% Max. Above the prescribed limit penalty	+10 MM	5% Max. Above the prescribed limit penalty
Al₂O₃	3.50% Max. Above the prescribed limit penalty	-10 MM	95% Minimum
Sulphur	0.020% Max. Above the prescribed limit penalty	-100 Mesh	20% Max. Above the Prescribed limit penalty
Phos	0.055% Max. Above the prescribed limit penalty		
Moisture	6%Max.(for supplies during the month from October to June). Above the prescribed limit penalty.		
	8% Max. (for supplies during the month from July to September). Above the prescribed limit penalty.		

CLAUSE 3 : QUANTITY & DELIVERY PERIOD : 20 Rakes (about 80,000MT) within 30 days from the date of issue of Purchase Order.

3.1._Quantity may be increased as per NINL's requirements. Allocation of monthly quantity / rakes shall be as per buyer's option. The BUYER at their option, may issue the purchase order(s) on the successful bidder(s) for full or part thereof the tender

quantity. Further, BUYER reserves the right to extend the delivery period as per the requirement of plant, and/or allocation of rakes. In case of non-supply of rakes by Railways in spite of registration of indents by the SUPPLIER the quantity/rakes may be carried forward to the next month at BUYER's option for supply of Iron Ore Fines at the contracted price.

3.2. Delivery period for the undelivered quantities excluding the quantity that could not be delivered (Mining Permission obtained but indents not registered), may be extended at BUYER's option subject to acceptance of the price by the SUPPLIER available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower. Notwithstanding the above, BUYER reserve the right to forego the quantities if not delivered within the contractual delivery period.

3.3. Those SUPPLIERS who have neither obtained mining permission / nor registered indent and cargo does not move in the same month, the EMD/Security Deposit of the concerned supplier to whom Purchase Order has been issued by BUYER, shall be forfeited at the option of the BUYER.

CLAUSE 4 :LOADING POINT : Nearest Railway Siding (Public/Private) of the Supplier.

4.1. The Mine Owners/Traders have to quote F.O.R Price per WMT basis as per their nearest loading sidings.

4.2. Allotment of rakes shall be decided as per NINL's requirement, CBT allocation of rakes by Railway Authorities, if any, and landed cost of material at NINL siding.

CLAUSE 5 : DESTINATION : Railway Siding of Neelachal Ispat Nigam Limited, Duburi (NINS) Jajpur, Odisha.

CLAUSE 6 : PRELOADING :

On receipt of Purchase Order from the BUYER for supply of IOF, all necessary steps for obtaining various clearances / permissions will be taken by the SUPPLIER promptly. Indent to be registered by the SUPPLIER in time at the respective Railway sidings to complete the despatch within the stipulated time. SUPPLIER has to ensure loading of material in the wagons fit for loading of Iron Ores and arrange packing of doors properly to prevent loss of cargo en-route destination. The SUPPLIER must clean each and every wagon before loading of the material to avoid any contamination of material. SUPPLIER shall have to keep close co-ordination with BUYER during execution of the Purchase Order placed by BUYER.

CLAUSE 7 : PRICE : "The bidder shall quote Price (in the prescribed Format) in Indian National Rupees (INR) PWMT on F.O.R loaded into wagon basis" and price should firm during the contractual period. The price shall be inclusive of royalty and exclusive of GST, labour welfare cess, which will be as per the prevailing rates. Taxes shall be paid at actual, any variation in the rate of Royalty, GST, Cess during the contractual period shall be to the account of the 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.R NINL Plant shall be considered. Landed cost F.O.R NINL Plant shall be calculated as below :

Landed Cost for NINL Plant : Quoted price (INR/WMT) + Railway Freight Amount from loading siding to NINL Siding + GST – Tax Input credit (if any). The lowest price quoted by the bidder shall be taken into consideration for the purchase decision/issuance of purchase order.

CLAUSE 8 : PENALTY :

8.1 Penalty for Fe content:

(i) Ore containing Fe content

Below 62% up to 61 %

**: Reduction of 2 % of base price PMT
on fraction pro-rata basis.**

ii) Ore containing Fe content

Below 61% up to 60%

**: Reduction of 4% of base price PMT
on fraction pro-rata basis.**

iii) Ore containing Fe content less than 60% : Rejected.

In case, the material of a rake is rejected the same will not be returned back to the supplier and a token basic price @ Rs.1/- PMT shall be payable to the supplier as purchase price. Further, a fixed amount of Rs. 200/- PMT shall be paid to the supplier towards other cost elements like transportation charges of material from Mines to siding and loading into wagons, GST and Labour welfare cess etc. For payment of Rs.201/PMT seller has to issue credit note for the Invoice value already raised less Rs.201 per MT taking into account GST.

8.2 Silica : For each 0.1% of Silica above the specifications, the deduction in price will be Rs.2.30 PWMT, fraction pro-rata.

8.3 Alumina : For each 0.1% of Alumina above the specifications, the deduction in price will be Rs.2.30 PWMT, fraction pro-rata.

8.4 Sulphur : For each 0.01% of Sulphur above the specifications, the deduction in price will be Rs.5.00 PWMT, fraction pro-rata.

8.5 Phosphorus : For each 0.01% of Phosphorus above the specifications, the deduction in price will be Rs.5.00 PWMT, fraction pro-rata.

8.6 Penalty for Mechanical/Physical Composition : Deduction in price will be Rs. 23.00 per WMT on the quantity of oversize ore in excess of the contractual specifications. The undersized ore (minus 100 Mesh) will be permitted up to 30% with a penalty of Rs. 30.00 per WMT for excess undersize ore in excess of 20%, but up to 30%. In case undersized ore is in excess of 30% but within 40%, a penalty of Rs.50/- PWMT shall be levied. No payment shall be made for the undersized in excess of 40%.

8.7 Moisture (During Normal Season) : Moisture content is allowed to the extent of 6% for the supply during normal season i.e. other than July, August & September. However, in case the moisture content analysis is above the contractual limit of 6%, deduction on quantity towards penalty will be effected at actual over and above *stipulated limits as indicated*.

Moisture (During July, August & September) : Moisture content is allowed to the extent of 8% for the supply during rainy season i.e. July, August & September. However, in case the moisture content analysis is above the contractual limit of 8%, deduction on quantity towards penalty will be effected at actual over and above *stipulated limits as indicated*.

8.8 Bonus for Fe content : On each 1% of Fe above 62% Fe, bonus will be paid on fraction pro-rata basis.

8.9 Bonus/Penalties shall be on the basis of actual quantity shifted from mines.

CLAUSE 9 : WEIGHT FOR COST OF ORE & RAILWAY DUES :

9.1 The weight of the ore received on F.O.R loading station basis shall be determined on the basis of weight recorded at Govt. approved road weighbridge or the quantity

unloaded at Railway Siding on the basis of Transit Permits issued by the concerned Mining Department. Weight determined as above shall be final. OR

9.2(a) In case of private/public (Railway) Sidings where quantity is determined on the basis of Railway Receipt, quantity in the bill shall be as per the R/R.

9.2(b) In case the DDM of concerned Mining Circle permits acceptance of permitted quantity on the basis of weighment of individual lorries without Transit Permit, the total quantity shifted as per statement submitted by the supplier would be acceptable for payment purposes, provided the statement is duly authenticated/attested by the office of the concerned DDM. Mining Department.

9.3 In case of non-weighment of rakes the quantity determined by weight volume ratio by third party assayer at loading station shall be binding for determination of payment purpose of cargo only.

9.4 The Punitive Charges and Dead freight if any payable to the Railways shall be shared 50:50 between the buyer and seller subject to maximum of Rs. 100/- per MT being the share of BUYER on chargeable weight of the rake. Demurrage charges due to delay in loading, penalty due to excess loading per wagon and subsequent adjustment charges shall be to seller's account. Further, other Railways liabilities, if any, related to the dispatch of material shall be to the seller's account.

9.5 Railway Freight shall be arranged by the NINL.

CLAUSE 10 : SAMPLING & ANALYSIS OF CARGO :

10.1 At the loading point, an approved / recognized analyst will be appointed as independent inspection agency (IIA) by the BUYER, who shall draw samples and analyze for the quantity loaded by the seller.

10.2 The analyst shall determine the specifications (Chemical and Physical) of the ore for a full rake in three lots by giving analysis of elements, components as per required specifications. First 2 (two) lots shall be of 20 wagons each and the 3rd lot shall be for the balance wagons in the rake. The analyst shall provide an analysis certificate showing detailed analysis reports after completion of the lot indicating the weighted average of three lots.

10.3 In case of any dispute regarding quality, BUYER reserves the right for joint sampling/analysis by a third party inspection agency nominated by MMTC/NINL to be undertaken at unloading point i.e. NINL plant and the results of such sampling analysis shall be binding for all purposes. In such case, full quantity of material of the rake must be kept separately at the unloading point for conduct of joint sampling and intimation must be given in writing to the supplier within 7 days from the date of receipt of material, otherwise the quality of the material as reported by independent inspection agency (IIA) at loading point shall be presumed to be final and binding on the user.

10.4 Drawing of samples at the time of loading of rakes for carrying out chemical and physical analysis will be done by the independent inspection agency (IIA) appointed by the BUYER.

10.5 The Buyer's representative (MMTC/NINL) shall be present and witness the Sampling & Analysis of IOF at loading point prior to dispatch of material.

Final sample packets prepared by the analyst by crushing, etc. will be divided into 7 (seven) parts and sealed separately in the presence of the representatives mentioned above.

Out of above, two sample packets will be handed over to the representative of NINL, one to seller's representative and one will be retained by the public analyst to conduct the analysis. In case recourse has to be taken for umpire analysis, the fifth set of sample packets (i.e. the umpire's sample) preserved under the safe custody of the analyst concerned, will be used and the balance two set of sample packets will be handed over to the representative of MMTC.

10.6 Cost of such sampling / analysis by the public analyst will be to the seller's account. In the event of recourse, cost of such analysis will be borne as stated in the umpire analysis clause appearing hereunder.

10.7 Umpire Analysis: Whenever the variance between loading station analysis results and unloading station' analysis result is 0.5 % or more in Fe or any other element, **BUYER** shall have the option to forward the sample packet for **umpire analysis**. Umpire analysis shall be final and binding on both parties (Seller and Buyer). *Umpire analysis cost shall be borne by the party whose analysis is more remote from the Umpire analysis. If the result of the analysis is equidistance from the original analysis the charges will be divided equally between the buyer and seller.*

CLAUSE 11 : PAYMENT :

11.1 (In case of Mine Owners) :

The Seller shall raise TAX INVOICE to MMTC Limited (GSTIN : 21AAACM1433E1ZB), for supplying cargo to Buyer after loading the cargo into rakes with **MMTC as Buyer and Neelachal Ispat Nigam Limited as consignee** along with copies of RR, TP Report or Third party Assayers Report as the case may be and Analysis Report at Loading Point. On receipt of Tax Invoice along with supporting documents, **MMTC will release payment on 3 (Three) months deferred payment basis i.e. after 90 days from the date of receipt of cargo at NINL Plant, Duburi** after adjustment of Dr/Cr Notes if any, through E-mode on the basis of complete analysis report determined as per Clause 10 and weight determined as per Clause 9 of this NIT. Quantities as per T.P. (Transit Permit) issued by the Department of Steel & Mines, Govt of Odisha shall be final for both buyer and seller for release of payment which is as per Orissa Mining Rules, 2007. Further, all payments are subject to the terms of Purchase Order. **The invoice must be raised by the seller on or after the date of issue of R/R.**

For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing along with a cancelled cheque to MMTC in the prescribed format. **The Bank charges for RTGS/NEFT payment will be borne by the Seller holding account in banks other than State Bank of India.**

11.2 Payment (In case of Traders) :

The Seller shall raise TAX INVOICE to Neelachal Ispat Nigam Limited (GSTIN : 21AAACN9433B1Z0), for supplying cargo to Buyer after loading the cargo into rakes with **Neelachal Ispat Nigam Limited as Buyer and Consignee** along with copies of RR, TP Report or Third party Assayers Report as the case may be and Analysis Report at Loading Point. On receipt of Tax Invoice along with supporting documents, **NINL will release payment on 3 (Three) months deferred payment basis i.e. after 90 days from the date of receipt of cargo at NINL Plant, Duburi** after adjustment of Dr/Cr Notes if any, through E-mode on the basis of complete analysis report determined as per Clause 10 and weight determined as per Clause 9 of this NIT. Quantities as per T.P. (Transit Permit) issued by

the Department of Steel & Mines, Govt of Odisha shall be final for both buyer and seller for release of payment which is as per Orissa Mining Rules,2007. Further, all payments are subject to the terms of Purchase Order. **The invoice must be raised by the seller on or after the date of issue of R/R.**

For the purpose of E-payment the supplier will be required to furnish its Bank account details in writing to NINL in the prescribed format. **The Bank charges for RTGS/NEFT** payment will be borne by the Seller holding account in banks other than State Bank of India

CLAUSE 12 : INSPECTION :

Inspection of cargo at Buyer's option will be done at mine heads by Buyer's representative. The cost of such inspection will be borne by the bidder. This will, however, not absolve the Seller of its responsibility for supply of the material as per contractual specifications.

CLAUSE 13 : CONSIGNOR AND CONSIGNEE :

The Seller shall consign the material in favour of M/s.Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi-755026, Dist-Jajpur, Odisha. Supplier will be the Consignor.

CLAUSE 14 : DEFAULT IN DELIVERY :

In the event of any default in the delivery schedule or non-performance of the contract by the Seller, the BUYER reserves the right to forfeit the EMD/Security Deposit amount, besides taking any other action as deemed fit.

CLAUSE 15 : SECURITY : Within 3(three) working days after receipt of intimation from MMTC or NINL, the successful bidder shall submit security deposit of Rs.5,00,000/-(Rupees Five Lakhs) only in the form of pay order or demand draft issued by any nationalised Bank in favour of **MMTC Limited payable at Bhubaneswar, Odisha or Neelachal Ispat Nigam Limited payable at Duburi, Odisha, as the case may be.** On receipt of the above security deposit, the contract shall be executed and EMD shall be returned to the successful bidder. The unsuccessful bidders shall also get back their EMD (s) after 7 working days from the date of Purchase Order issued to the successful bidder(s).

CLAUSE 16: ARBITRATION :

i) All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this Contract or breach thereof shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators will give reasoned award. The sole Arbitrator shall be nominated by the General Manager, MMTC Limited, Bhubaneswar in case of mine owners or by the VCMD, NINL in case of traders.

ii) Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.

iii) The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.

CLAUSE 17 : 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.

Delivery period for the undelivered quantities which could not be delivered on account of force majeure situations, may be extended 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 iron ore or price is arrived at, the contract may be terminated at the option of the **MMTC or NINL (as the case may be)** without any liability.

CLAUSE 18 : AUTHORIZATION OF AGENT/ REPRESENTATIVE :

For the bid submitted by agent / representatives, the name, address & bank attested specimen signature of their Principal Partner(s)/Director(s) is to be furnished along with a letter of authority issued by the principal Partner(s)/Director(s) authorizing the agent/representatives to participate on their behalf.

CLAUSE 19 : CONTRACT :

Tender documents forming part of the contract shall be signed and stamped by the bidder on each page and furnished along the Technical Bid as token of acceptance of the terms and conditions. **The Purchase Order(s) to be issued by MMTC or NINL (as the case may be)** to the successful bidder(s) shall also be duly stamped & signed by the supplier & **submitted to MMTC or NINL (as the case maybe).**

CLAUSE 20 : SUBMISSION OF TENDER BID :

The Bid (s) is/are to be submitted in the following manner.

20.1 Technical Bid : One closed envelop (super scribing “Technical Bid”) for Technical Bid containing documents mentioned under eligibility criteria of this Tender.

20.2 Price Bid : Second closed envelop (super scribing “Price Bid”) for Price Bid containing only quoted price per WMT on F.O.R loading station basis in INR, duly signed by the bidder with official seal, in the prescribed PRICE BID FORMAT attached to this Tender.

20.3 Both the closed envelopes put in one closed envelope super scribing “**Tender No. MMTC/BBN/IOF/NINL/03/Tender/2019-20 dated 30/09/2019** for supply of IOF for NINL”, to be dropped in the Tender Box kept in the Mineral Division, MMTC Limited, Sub Regional Office, Barbil within 15/10/2019 by 13:30 hours.

CLAUSE 21 : GENERAL TERMS & CONDITIONS :

21.1 For Mine Owners : The terms and conditions mentioned in MMTC’s NIT inviting Expression of Interest (EOI No. MMTC/BBN/IOF/Empanelment/2018-19 Dated 19/06/2018) from Iron Ore Mine Owners for Empanelment to supply IOF (62% Fe) will form an integral part of this Tender Notice.

For Traders : The terms and conditions mentioned in MMTC’s NIT inviting Expression of Interest (EOI No. MMTC/BBN/IOF/Traders-Empanelment/2018-19 Dated 11/09/2018) from Iron Ore Traders for Empanelment to supply IOF (62% Fe) will form an integral part of this Tender Notice.

21.2 For evaluation of the Price Bid, the landed cost at NINL Plant, Duburi, Jajpur, Odisha shall be the basis.

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

21.4 If required, BUYER may split the tendered quantity amongst L-1 and L-2 bidders with 70:30 ratio, provided L-2 bidder(s) match the landed Cost as per price bid of L-1 bidder. In case, there are more than one L-1 bidder, 100% quantity shall be allocated equally (as far as possible) amongst all L-1 bidders. In case, there are more than one L-2 bidders and they agree to match the landed cost, 70%(approx) quantity shall be allocated to the L-1 bidder and balance quantity shall be equally (as far as possible) allocated among L-2 bidder.

In case, a bidder submits bids from different loading stations, that bidder shall be considered as “One Bidder”, and the lowest quoted price of that bidder shall only be considered as the bid price.

21.5 No objection certificate is to be submitted by the supplier to Railways in favour of NINL against Railway Receipt for Iron Ore Fines rakes booked from respective loading stations to NINS siding certifying that the supplier will not claim GST Input towards railway freight paid by the NINL.

21.6 In this tender, MMTC will act as an agent for procurement of Iron Ore for NINL. **In case of Traders, MMTC will only have the responsibility of floating the tender inviting Technical and Price Bids for scrutiny which will be finalized by NINL.**

21.7 MMTC Shall have the right and authority to review/modify/amend any conditions of this tender.

CLAUSE 22 : TERMINATION OF CONTRACT :

The BUYER may at any point of time by notice in writing summarily terminate the contract without any complain whatsoever from the seller.

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.

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.

If quantity delivered by the Seller is analysed below 60 % Fe.

CLAUSE 23 : VALIDITY : The tendered price/rate will remain valid for 30 days for acceptance by the BUYER from the date of opening of the price bid..

CLAUSE 24 : INTEGRITY PACT :

The successful Bidder has to sign an Integrity Pact as per Annexure- I which will be a part of the tender.

CLAUSE 25 :**(I) Fraud Prevention Policy :**

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s): The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTCs employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.

b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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

f. **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of 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)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

(g) **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

(II) HOLIDAY-LISTING CLAUSE :

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 the agency(s) in accordance with the policy in force.

MMTC limited

B A R B I L

Accepted

PRICE BID FORMAT

Tender No. MMTC/BBN/IOF/NINL/03/ Tender/2019-20

Dated 30/09/2019

(Last Date for submission of Price Bid: 15/10/2019 at 13: 30 Hours)

As per Clause No.7 of the tender, we hereby quote our Price Bid as below:

Price in (INR) Per MT, Basis FOR Loading. (Price should be inclusive of Royalty). Name of the Railway Siding :	INR per MT	
Freight Charges (applicable) including GST in INR/MT up to NINL Plant	Rate per MT	
Applicable Taxes	GST - %%
Validity of the offer for acceptance by MMTC	30 days from the date of opening of price bid.	

Place:

Signature of the Bidder with Official Seal

Date:

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”

And

M/s. hereinafter referred to as “The
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 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)/Vendor(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 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)/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 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)/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/Supplier)
(Official Seal)

Place:.....

Date :.....

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address:

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 / Supplier

Date:

Name & Designation of the Signatory.

