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NO: MMTC/BBSR/BILLETS/EOI/2019-20/01

Date : 2nd May 2019

Sub : NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR SALE OF CONCAST MILD STEEL BILLETS MANUFACTURED BY NEELACHAL ISPAT NIGAM LIMITED (NINL).

MMTC invites “Expression of Interest (EOI)” for signing Memorandum of Understanding (**MoU**) with **MMTC** for sale of Steel Billets manufactured by Neelachal Ispat Nigam Limited (**NINL**) from interested domestic customers. The last date for submission of **EOI** is by 1430 hrs. on **31st May 2019**.

Parties who have already signed OR shortlisted for signing MOU need not apply.

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

GENERAL MANAGER
MMTC Ltd., Bhubaneswar

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TERMS AND CONDITIONS OF EXPRESSION OF INTEREST (EOI) FOR SALE OF CONCAST MILD STEEL BILLETS MANUFACTURED BY NINL

1. INTRODUCTION:

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

MMTC has a strong nation-wide presence with offices covering all the major consumption centers and port towns in India with deployment of over 1,300 highly skilled and experienced manpower across the country. With the 'state of art' wide area network providing on-line information exchange throughout the country through ERP, the company has capability to pro-actively source items surplus to domestic demand for exports from India and also to co-ordinate the demand of domestic users for import.

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

MMTC invites "Expression of Interest (**EOI**)" from established business groups/ traders/ buyers with past experience engaged in steel Re-rolling, Ferro-alloy manufactures, Auto component manufacturing and Forging operations for sale of **STEEL BILLETS** manufactured by NINL for signing the **MoU** as per the details and terms & conditions given hereunder. The establishment of **MoU** shall be for Nine months **w.e.f. 01st July 2019 onwards** and **MoU** can be extended further with mutual agreement.

2. ELIGIBILITY CRITERIA:

The applicant/s should be regular potential buyers/consumers/traders/consignment agent of Steel Billets with substantial capacity & with valid requisite documents as required to enter into **MoU** and purchase of Steel Billets. The applicant/s should have sold an average quantity of Steel Billets during the previous three years as mentioned at Sl.No.4.

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

- CIBIL Credit Rating from Credit Information Bureau (India) Limited.
- Copies of PAN/TAN, GST Registration certificate etc.
- A self Declaration/Certificate to the effect that the applicant have not been blacklisted, debarred or banned by any central government or state government agency (IES) / organization (s) on the date of submission of **EOI**.
- Proof of having purchased equivalent quantity of Steel Billets of any producer during the previous year.
- Mandatory information Form as attached at Annexure-II.
- Proof & details of requisite Security deposit.

3. ESTABLISHMENT OF MOU:

After scrutinizing of requisite documents submitted by applicant/s, a detailed **MoU** will be signed between qualified applicant/s and MMTC Limited for sale/ purchase of a mutually agreed quantity of Steel Billets produced at NINL plant. The validity of MoU will be nine months from **1st July 2019** and the **MoU** can be extended further with mutual consent/agreement.

4. QUANTITY OFFERED:

NINL produces Concast Mild steel Billets with various chemical composition conforming to IS 2830:2012. Carbon Steel Cast Billets for Re-Rolling into Steel for General Structural purposes.

At present NINL produces Billets with the following chemical specification:

GRADE	IS 2830 (Gr-1)					
C %	Mn %	S %	P %	S+P %	Si %	CE
0.25 Max	0.8-1.20	0.040 Max	0.040 Max	0.075	0.15-0.35	0.42 Max

Dimension: 150 mm x 150 mm with Tolerance: +/- 5 mm. **Size:** 12 mtr length with Tolerance: +/- 0.20 mtr.

Concast Mild Steel Billets:

Concast MS Billets is produced with fully automated Basic Oxygen Steelmaking shop and Continuous Casting facility at NINL Plant. The Billets are produced in Steel Melting Shop (SMS) with world class technology and it was provided by SMS Seimag, Germany. It is manufactured with different grades by adjusting the chemical Composition with various amounts of elements like Carbon, Manganese, Phosphorous, Sulphur, Chromium, Silicon and Oxygen etc., and by slight variations in the different stages of Steel making process.

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NINL is accredited with BIS License as per IS 2830:2012 in July 2013 for Carbon Steel cast billets ingots, Billets, Blooms and slabs for re-rolling into steel for general structural purposes.

NINL steel billets will be catering to the need of rolling and re-rolling large and MSME industries having products like construction, automobile, engineering, forging and special grade steels. Billets are used for manufacture of all long steel products such as bars, rods, pipes, tubes, wire & wire products, structural shapes, structural profiles, building beams, rails and columns. NINL is producing only carbon steel grades.

The quantity offered against this MoU are as given below:

The interested applicant/s have to ensure booking of minimum quantity of **2,750 MT (+/-10%) per month** and booking will be made on **first come first serve** basis on receipt of advance payment in MMTC's account as described in the Price Circular/Tender/E-Auction or any other mode of sale.

The applicant/s shall have flexibility to compensate any shortfall in monthly quantity within the relevant quarter subject to availability of material at plant. The applicant/s to ensure that the MOU commitment is fulfilled.

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

Quantity offered per month (+/- 10%) MT	2,750
Security Deposit (Rs.)	17,60,000/-
Eligibility i.e. Avg. Quantity (MT) purchased or sold in last F.Y.2017-18	10,000
Turnover discount (PMT) in Rs.	200
Penalty for short quantity booked (PMT) in Rs.	100

5. Procedure of Allotment :

- 1) Based on price circular an EMD amount(15%) and Order Compliance shall be taken. Allocation on actual time of EMD receipt.
- 2) MMTC shall confirm to successful parties (based on availability).
- 3) Balance payment to be made within offered time of Price Circular.
- 4) Additional quantity above minimum quantity shall be allocated on sequential basis for 2nd, 3rd rakes etc.

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6. SECURITY DEPOSIT:

- a) Interested applicant/s will be required to deposit **Rs. 17,60,000/-** with MMTC as security through electronic transfer (RTGS) or Demand Draft (DD) before/at the time of submitting EOI application.
- B)** The Demand Draft drawn in favor of MMTC Limited payable at Bhubaneswar or through RTGS as per the bank details given below, under intimation to MMTC Limited, Corporate office, New Delhi.

BANK DETAILS:-

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

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

SECURITY DEPOSIT SHALL BE FORFEITED IN CASE:

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

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

7. TURNOVER DISCOUNT & PENALTY FOR SHORT BOOKED QUANTITY:

The turnover discount shall be given to the **MoU** customer, if customer is able to book the agreed quantity with 100% payment on monthly/quarterly basis as per the MOU terms. The discount/penalty/Security Deposit to be reviewed on quarterly basis. The MOU discount will be due at the end of the agreed MOU period (including any extensions, if any). This discounts would be in addition to any discounts offered in the sales prices declared by MMTC through Price Circulars from time to time.

The customers have to ensure that the MoU commitment is fulfilled, otherwise customers will be liable to pay **penalty of Rs. 100 PMT** for quantity not booked/short booked for the relevant quarter. The MOU committed quantity for a quarter shall be 8,250 MT. For example, for a particular quarter, if a customer books only 5,000 MT, he will have to pay a penalty of Rs 100 X 3250 MT = Rs 3,25,000/- for the quarter. For balance 5,000 MT, he will get a discount of Rs 200 X 5000 MT = Rs 10, 00, 000/- subject to achievement of annual target of 24750 MT.

Note – If minimum quantity is not available for allocation , no penalty shall be levied for the particular month of the quarter.

8. DELIVERY & WEIGHMENT:

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

9. SAMPLING & ANALYSIS:

The sale under MoU is offered on Ex-plant basis and the test results, as determined by NINL lab shall be final and binding on the customer.

10. SALE PRICE:

Price is applicable as per the prevailing MMTC's Billets price circular. Price shall be exclusive of any kind of statutory duties, GST, freight and etc., which shall be paid extra by the customers. The price shall be treated as firm irrespective of the price prevailing on the day of actual delivery Ex-NINL plant basis. Additional packing charges for rake loading as per railway rules.

11. PAYMENT TERMS:

Customers shall make 15% advance deposit at the time of booking and balance payment along with GST and freight as and wherever applicable at actuals as per terms & conditions of Price Circulars issued by MMTC. Cost of left-over/ minor / less than full regular carrier/vehicle load shall be refunded.

12. RAILWAY FREIGHT:

For dispatch of Billets by Rake, Customer will pay Railway freight in advance to MMTC/NINL. Railway freight shall be charged at actuals as charged by the railways.

13. DETAILED TERMS & CONDITIONS:

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

14. SUBMISSION OF FOI & PLACE:

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

15. FORCE MAJEURE:

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

If operation of such circumstances exceeds three months, either Party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

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

16. ARBITRATION:

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

17. INTEGRITY PACT:

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

18. HOLIDAY LISTING:

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

19. FRAUD PREVENTION:

1. Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.gov.in>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
 - a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EoI/MoU process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

- e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
2. Disqualification from EoI/MoU process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
3. Damages: If MMTC has disqualified the Bidder(s) from the EoI/MoU process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

20. DATE FOR SUBMISSION OF EXPRESSION OF INTEREST:

The Expression of Interest shall be submitted by the buyer upto **31st May 2019**. The EOI shall be accepted & executed on FIRST cum FIRST SERVE BASIS.

21. RESERVATION OF RIGHTS:

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

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

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

GENERAL MANAGER
MMTC Ltd., Bhubaneswar

ANNEXURE-I

EXPRESSION OF INTEREST TO PURCHASE STEEL BILLETS UNDER MoU		
1	Name Of the Customer :	
2	Address :	
3	Contact Person/s :	
4	Telephone No :	
5	Mobile No :	
6	Fax No :	
7	E-mail Id :	
8	Type of Firm/ Unit :	
9	Brief details on the activity of the customer/profile:(may attach separate sheets if required)	
10	Quantity of Steel Billets interested to purchase under MOU during the year 2019-20:	
11	Details of Security deposit Amount In Rs. : _____ Transaction No.: _____ DD No. : _____ Name of Bank : _____	
12	Any other information	

I/We accept the terms & conditions of EOI Invitation Notice dated **2nd May 2019** and express our interest to enter into MOU with MMTC for sale/purchase of Steel Billets as indicated above .

Date : _____

Signature : _____

Place : _____

Name : _____

Designation : _____

Seal : _____

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ANNEXURE-II

MANDATORY INFORMATION TO BE SUBMITTED ALONGWITH EOI

COMPANY DETAILS:

Company Name :	
Registration No. :	
PAN No. / TAN No./GST No. :	
Registered Address :	
Names of Partners / Directors	
Bidder Type :	Indian / Foreign
City :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

Company's Contact Person's Details:

Contact Name :	
Date of Birth :	
Correspondence e-mail ID :	
Designation :	
Phone No. :	
Mobile No. :	

Date : _____
Place : _____

Signature : _____
Name : _____
Designation : _____
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ANNEXURE-III

INTEGRITY PACT

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS “MMTC”,

AND

..... HEREINAFTER REFERRED TO AS “THE BUYER/VENDOR/BIDDER”

PREAMBLE

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

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

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

SECTION 1 – COMMITMENTS OF MMTC

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

- A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.
- B) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/ SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.
- C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

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SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND DURING THE CONTRACT EXECUTION.
 - A) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF MMTC'S EMPLOYEES INVOLVED IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND WHATSOEVER DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
 - B) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT ENTER WITH OTHER BUYER(S) INTO ANY ILLEGAL AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
 - C) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION OR PERSONAL GAIN, OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
 - D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.
 - E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.
2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.

IF THE BUYER(S)/VENDOR(S)/BIDDER(S), BEFORE AWARD OF CONTRACT, HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO DISQUALIFY THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR TO TERMINATE THE CONTRACT, IF ALREADY SIGNED, FOR SUCH REASON.

- A) IF THE BUYER(S)/VENDOR(S)/BIDDER(S) HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO ALSO EXCLUDE THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF THE TRANSGRESSION. THE SEVERITY WILL BE DETERMINED BY THE CIRCUMSTANCES OF THE CASE, IN PARTICULAR THE NUMBER OF TRANSGRESSION, THE POSITION OF THE TRANSGRESSORS WITHIN THE COMPANY, HIERARCHY OF THE BUYER AND THE AMOUNT OF THE DAMAGE. THE EXCLUSION WILL BE IMPOSED FOR A MINIMUM OF 6 MONTHS AND MAXIMUM OF 3 YEARS.
- B) IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT HE HAS RESTORED/RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, MMTC MAY AT ITS SOLE DISCRETION REVOKE THE EXCLUSION PREMATURELY.
- C) A TRANSGRESSION IS CONSIDERED TO HAVE OCCURRED IF IN LIGHT OF AVAILABLE EVIDENCE NO REASONABLE DOUBT IS POSSIBLE.

SECTION 4 – COMPENSATION FOR DAMAGES

1. IF MMTC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MMTC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.
2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.
3. IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF

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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 THIS 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 THIS 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 REPRESENTATIVES 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 OPTION TO PARTICIPATE IN SUCH MEETINGS. 3
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 HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.
8. THE WORD “**IEM**” WOULD INCLUDE BOTH SINGULAR AND PLURAL.

SECTION 9 – PACT DURATION

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.
2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTC, I.E. NEW DELHI.
2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.
3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.
4. SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

(FOR & ON BEHALF OF MMTC)

(OFFICE SEAL)

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

(OFFICE SEAL)

PLACE: _____

DATE: _____

WITNESS 1: _____

NAME: _____

ADDRESS: _____

WITNESS 2: _____

NAME _____

ADDRESS _____

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