



Corporate Office:Core-1, Scope Complex, Lodhi Road,New Delhi-110 003

INVITES

EXPRESSION OF INTEREST

For

Empanelment of Overseas Mine Owners-cum-exporters for Import of Manganese Ore on account of MOIL Ltd.

Corrigendum issued, if any, shall only be hoisted on websites www.mmtclimited.com, <http://eprocure.gov.in> and <https://mmtc.abcprocure.com>.

Expression of Interest

No.MMTC/ CO/Min/19-20/EOI (Mn)01

dated 28.10.2019

Empanelment of Overseas Mine-owners-cum-exporters for Import of Manganese Ore by MMTC on account of MOIL Ltd.

1. GENERAL

MMTC Limited, a Govt. of India Enterprise, having its Corporate Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called MMTC) was set up in 1963 under the functional aegis of the Ministry of Commerce, Government of India. MMTC is engaged in international and domestic trading of various commodities like minerals, precious metals, steel, fertilizer, hydro-carbon, agro etc.

MMTC has a strong pan India presence with offices covering all the major consumption centers and port towns in India with deployment of highly skilled and experienced manpower across the country. With the 'state of the art' wide area network providing on-line information exchange throughout the country through ERP, the company has capability to pro-actively source items for exports from India and also to coordinate the demand of domestic users for import. It has its own warehouses, storage facilities, and handling and transportation network in place to provide quick and quality services to its clientele.

MMTC Limited hereby invites Expression of Interest (EOI) for empanelment of Manganese Ore mine-owners-cum-exporters to import Manganese Ore (hereafter also referred to as "Ore") of about 1,50,000 MT per annum with minimum Mn content of 35% and above on behalf of MOIL Limited, a Govt. of India Enterprise, having its corporate office at MOIL Bhawan, 1-A, Katol Road, Nagpur- 440 013 (hereafter referred to as "MOIL") Mine-owners-cum-exporters who fulfill the following eligibility criteria may apply.

2(a) ELIGIBILITY CRITERIA:

The mine owner – cum – exporter

- (i) should have a minimum experience of 03 (three) years of exporting Manganese Ore, executed export of Manganese ore for minimum 50,000 MT per annum and **also** achieved actual production of 2,00,000 MT during each of the calendar year 2017 and 2018 or financial year 2017-18 & 2018-19. Bill of Ladings (BLs) for exports made and copy of annual report containing production detail or Auditor's certificate may be submitted as documentary proof for exports and production respectively.
- (ii) should not have been blacklisted / banned for participation in tenders by any central/state PSU or Govt. of India on date of submission of application against this EOI. An undertaking to this effect on company's letter-head shall be submitted with application for empanelment. In case of submission of false declaration (found at any stage), such supplier shall be liable to be disqualified. An undertaking to this effect on Company's letterhead to be submitted.
- (iii) should submit a copy of Mining Licence/Permit from the appropriate Govt. Authority.
- iv) should submit a copy of Export Licence/Permit of the country from which export will take place..

(b) **Additional Documents to be submitted with application**

- i) Pre-Contract Integrity Pact (**Annexure-I**) duly signed by Authorized signatory. In case of partnership/consortium firm, Pre-Contract Integrity Pact must be signed by all partners or consortium members.
- ii) KYC documents as under:
 - a) Profile of the Company / firm, copy of Partnership Deed / Articles of Association, Memorandum of Association, list of partners/Directors and copy of Certificate of Incorporation, Certificate of Registration with Tax Authorities.
 - b) Undertaking stating that the director(s) / owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Govt. or any other public sector enterprises, during the last five years. An undertaking to this effect on Company's letterhead to be submitted.

(c) **Optional Documents**

- a) Credit rating from a reputed agency like D&B, Standard & Poor's (S&P), Moody's, ICRA, CARE Ratings, Credit Information Bureau (India) Limited (CIBIL), CRISIL Global Research & Analytics (CRISIL) with minimum satisfactory or fair rating along with Banker's Certificate. Credit Rating report should not be older than one year at the time of submission of application against this EOI.
- b) Detail of Monthly Quota for export, if any
- c) Banker's Certificate/Solvency Certificate

3. General Terms and Conditions

- i) The import quantity shall be approx. 1,50,000 MT per annum with one shipment quantity ranging from 40,000 - 50,000 MT (+/-10%).
- ii) Shipment shall take place within 45 days after confirmation to the successful bidder by MMTC for acceptance of their price bid. MMTC needs to obtain NOC, that takes around 10-15 days, from Ministry of Shipping as per Notification no SC-18013/1/2013-ASO-I dated 8th September, 2015 before signing contract for import on C&F basis.
- iii) Port of discharge shall be one or more Indian ports.
- iv) M/s Mitra SK Pvt Ltd/SGS India/any other Independent Inspection Agency(IIA), mutually agreed between MMTC and the overseas supplier, shall be appointed by the supplier at its expenses for load port analysis, while discharge port analysis shall be arranged by MMTC at its expense from any of above agency mutually acceptable to both MMTC and the overseas supplier.
- v) Payment against supply of Manganese Ore shall be through sight LC opened by MMTC for 90% of contract value.
- vi) The supplier shall raise invoice for the 100% sale value of the material based on load port analysis report, however the payment of 90% shall be released by MMTC through sight LC upon submission of the following documents :

- a) Supplier's invoice
- b) Full set of Original Clean on Board Bill of Lading.
- c) Quality Analysis certificate issued by Mitra S.K. Pvt. Limited/SGS India Ltd/any other IIA*.
- d) Weight certificate issued by Mitra S.K. Pvt Limited/SGS India Ltd/ any other IIA*.
- e) Certificate of Origin issued by Chamber of Commerce of exporting country.
- f) Packing List/Hatch-wise details
- g) Copies of pre-shipment and post shipment advice.

Balance 10% of value of material supplied shall be settled outside LC based on discharge port analysis report which will be final and binding on both the parties.

*The SELLER shall arrange to carry out at its expense sampling and analysis of the MATERIAL at loadport in accordance with the relevant International Standard Specifications through an IIA mutually agreed between MMTC and the overseas supplier. The expenses for analysis at discharge port by an mutually agreed IIA shall be borne by MMTC. MMTC and MOIL shall have the option to depute at its expense representative(s) to witness the sampling and analysis by IIA at load port and also obtain a sample meant for buyer. The supplier shall provide necessary assistance in this regard to MMTC and MOIL representative(s). Similarly, the supplier may depute its representative at discharge port to witness sampling and take samples.

- (vii) The applicant shall ensure compliance of all the Government regulations / conventions / policies /guidelines /orders etc, in force related to any or all of the activities covered in the international trade including shipping of the consignments, customs clearing, handling , forwarding and inland transportation etc. in the country from where exports take place.
- (viii) MMTC reserves the right to select or reject any Applicant with which legal proceeding or arbitration is in progress with MMTC at the time of empanelment.
- (ix) The Applicant may also be asked to furnish additional information/confirmation, if deemed necessary, in connection with verification of the documents submitted. MMTC will be free to seek third- party confirmation, if necessary.
- (x) The validity of this Panel of empanelled suppliers (hereafter referred to as "the Panel") would be for two (02) years from the date of formation of panel. MMTC shall individually inform all empanelled suppliers.
- (xi) MMTC reserves the right to extend the validity and also to open the EOI in future depending upon its requirement for addition of more suppliers to the existing panel.
- (xii) The above terms and conditions shall have to be considered by the applicant in totality and the application submitted for empanelment containing incomplete documents & not complying with the above conditions shall be liable to be rejected.

4. INSTRUCTIONS TO APPLICANTS

The applicant should submit the following information/documents as per the format(s) attached with each page of the document submitted numbered, signed and stamped;

- 1. Documents as indicated at Article 2(a) and (b) above.

2. Documents Submission Detail duly filled (Annexure-II)
3. Applicant to sign & stamp all pages of this EOI document as confirmation of having read, understood and accepted all conditions.

5. DATE FOR SUBMISSION OF EXPRESSION OF INTEREST

The due date & time for submission of application against this Expression of Interest is 1500 hrs on 18.11.2019. Documents received on or before due date and time would be evaluated and if found in order, eligible applicants would be empanelled and shall be informed individually by MMTC.

6. PLACE & METHOD OF SUBMISSION OF APPLICATION

The EOI documents may be sent by post addressed to General Manager (Min), MMTC Limited, Core-1, 7, Institutional Area, Scope Complex, Lodhi Road, New Delhi- 110 003, India or may be dropped in the tender box placed at 3rd Floor, Minerals Division, Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003, India on or before due date and time.

In case of online submission, documents may be uploaded on website <https://mmtc.abcprocure.com> on or before due date and time by following the procedure prescribed at Annexure-III.

7. REQUEST FOR CLARIFICATION

Any clarification desired by an applicant must reach MMTC latest by 13.11.19 by e-mail at lbaggga@mmtclimited.com / ntripathi@mmtclimited.com

8. OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THEREIN

All EOI documents/correspondence in this connection will become the property of MMTC upon submission and may be shared with MOIL Ltd. on their request.

Where the Applicant believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable, MMTC will give effect to the Applicant's stated wishes, and requests for access to such information will be determined under the Right to Information (RTI) Act of India.

9. NO CONTRACTUAL OBLIGATION

MMTC is not bound contractually or in any other way to any Applicant to this Expression of Interest. MMTC is not liable for any costs of compensation in relation to the consideration of this Expression of Interest whether or not MMTC terminates, varies, or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest, including consideration of concepts proposed in future developments.

The invitation for EOI is not an Offer and is issued with no commitment. The EOI request is not the subject of any process contract or any contractual obligations between MMTC and proponents or potential proponents. The issue of this document doesn't commit or

otherwise obliges MMTC to proceed with all or any part of EOI process in any manner whatsoever. MMTC reserves the full right at its absolute discretion to withdraw or abandon the EOI or vary any part thereof at any stage without giving prior notice to the Proponents or potential proponents. MMTC further reserves the right to disqualify any applicant, should it be necessary at any stage.

10. SHORTLISTING OF APPLICANTS

Applicants who qualify as empanelled suppliers would be individually informed by MMTC through e-mail after the evaluation process of empanelment is complete and panel is formed .

11. DISCLAIMER

Without prejudice to the rights available with MMTC hereinabove, under no circumstances MMTC or any of its affiliates shall be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this EOI, whether or not the damages are foreseeable, and whether or not MMTC was advised of the possibility of such damages in any manner whatsoever

PRE CONTRACT INTEGRITY PACT

Between
MMTC Limited (hereinafter, referred to as “MMTC”)
And
M/s.....
(hereinafter referred to as “The
Applicant”)

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 Seller/Vendors/Applicants/Bidders. 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 has appointed SHRI D R S CHAUDHARY, IAS (Retd.) as an Independent External Monitor (IEM). His contact details are as follows:

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road,
NEW DELHI – 110 003.

Email id : dilip.chaudhary@icloud.com

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 EOI, tender or 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 EOI/tender/import process, provide to all Applicants the same information and will not provide to any Applicant any confidential/additional information that an Applicant could obtain an advantage in relation to the EOI/tender/import 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 Applicant

1. The Applicant commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI/import and during the contract execution.
 - a) The Applicant will not, directly or through any other person or firm, offer, promise or give to any of MMTC employees involved in the EOI/tendering 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 Applicant will not enter into with other Seller(s) 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 Applicant will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Applicant 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 Applicant of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Applicant of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e) The Applicant will, when presenting 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 Applicant 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 Applicant , 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 Supplier into question. MMTC is entitled to disqualify the Applicant from the EOI/tender or to terminate the contract, if already signed, for such reason.

- a) If the Applicant 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 Applicant/Supplier into question. MMTC is entitled to also exclude the Applicant/Supplier 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 Applicant 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 5 – Previous transgression

1. The Applicant 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 EOI process.
2. If the Applicant makes incorrect statement on this subject, he can be disqualified from the EOI/purchase process.

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

1. MMTC will enter into agreements with identical conditions as the one with all Applicants without any exception.
2. MMTC will disqualify from the EOI process an Applicant who does not sign the Pact or violates its provisions.

Section 7 – Criminal charges against violating Applicant

If MMTC obtains knowledge of conduct of Applicant or of an employee or a representative or an associate of Applicant , 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 Applicant will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade documentation. The IEM is under contractual obligation to treat the information and documents of the Applicant with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the EOI provided as meetings could have an impact on the contractual relations between MMTC and the Applicant.
5. As soon as the IEM notices, or believes to notice, a violation of this EOI, 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 Applicant 12 months after the last payment under the contract, and for all other Applicants, 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 applicant 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 Applicant)
(Official Seal)

Witness :
Name.....
Address.....

Witness :
Name.....
Address.....

Date :
Place :

Document Submission Details

| | PARTICULARS | DETAILS | |
|-----|--|----------------|--------|
| (a) | Name and address of Mine-owner-cum-exporter Year of Establishment | | |
| (b) | Please specify whether you are: (Pvt., Public or Govt. enterprise) | | |
| (c) | Name of contact person | | |
| (d) | Telephone No. | | |
| (e) | Fax No. | | |
| (f) | E-mail id | | |
| (g) | Company Profile: | | |
| | Attach supporting documents such as company brouchers etc.) | Attached | Yes/No |
| (h) | Banker's certificate | -do- | Yes/No |
| (i) | Copies of BLs in support of export | -do- | Yes/No |
| (j) | Acceptance of all terms and conditions specified in EOI | | Yes/No |
| | In case EOI submitted as Joint Venture/Consortium Details of Joint Venture/Consortium Partner | -do- | |
| (a) | Copy of Agreement (Attached) | -do- | Yes/No |
| (b) | Name of CEO | | |
| (c) | Address of company | | |
| (d) | Telephone & Fax No. of CEO | | |
| | Has the company been black listed / banned by any Government Undertaking from participating in any tenders for supply of Manganese Ore | | Yes/No |
| | Whether blacklisted / banned on the date of application. | | Yes/No |
| | Pre-Contract Integrity Pact | -do- | Yes/No |

Certified that the above information is true

Place

Date:

**Signatures
Name & Designation
Company seal**

MODE/PROCEDURE FOR SUBMISSION OF EOI/PRICE BID

A. The Applicant may submit application against EOI in physical form / e-mode and price bid by e-mode only.

E-bidding shall be submitted at MMTC e-procurement website <https://mmtc.abcprocure.com>. For this, the applicant should have legally valid Class III Digital Signature Certificate from the Licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal <https://mmtc.abcprocure.com> (a one-time activity) .

i. Procedure for Obtaining Digital Certificate

The Applicant should obtain digital certificate to participate in the tender.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-bidding. Participating Applicant/Bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any License Certifying Authority operating under RCAI or CCA. Minimum time to procure DSC is 5 working days.

ii. Procedure for Registering in E-Procurement portal

- (i) Further, the applicant will have to register with MMTC's E-Procurement portal. The applicant should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any technical issues / difficulties pertaining to the e-Procurement portal applicants are advised to get in touch with the service providers helpdesk :

| Vendor's Queries | Contact Numbers | Mail ID |
|---|-----------------------|---|
| (Dedicated Helpdesk for MMTC) at CO Delhi, Mr. Himanshu | +91 9265562826 | delhi.support@eptl.in |
| New Applicant/Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID. | +91-(79)- 68136833 | support@abcProcure.com |
| | +91-(79)- 68136850 | |
| | +91-(79)- 68136878 | |
| | +91-(79)- 68136823 | |
| | +91-(79)- 68136849 | |
| For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team). | +91-93745 19729 | Mr Pankesh Kumar |
| | +91-(79)- 68136848 | pankesh@eptl.in |
| | +91-(79)- 68136850 | Fany Shah fany.shah@eptl.in |

- (ii) For minimum system requirements Applicant may refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0

- (iii) Applicant may take a print and save bid submission receipt on submission of bids.

B. Applicant shall submit price bid in format at Annexure-IV

Price Bid (PART B): TO BE SUBMITTED IN E-MODE only.

The bidders may submit their price bids in electronic mode at MMTC E portal at <https://mmtc.abcprocure.com>. The bidder shall submit price bids separately as per price bid format enclosed at Annexure IV.

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

Break-up of cost & freight should be indicated separately, distinctly and invariably under C&F quotation. In quoting the C&F price, the Bidder is not subject to any restriction on the choice of shipping line.

The BUYER reserves the right to conclude the contract on FOBST or C&F/C&F(CQD) basis. Applicant must therefore quote both FOB and C&F prices. Purchase on C&F basis shall be only on receipt of 'No Objection Certificate' from Ministry of Shipping, New Delhi as prescribed under Ministry of Shipping Notification no SC-18013/1/2013-ASO-I dated 8th September, 2015

The empanelled suppliers would only be sent tender enquiry as and when MMTC requires to import the material on behalf of MOIL. The price bid format placed at Annexure-IV that the empanelled suppliers shall be required to submit against tender enquiry is only indicative and MMTC may specify additional conditions and ask for more information besides specifications of material with acceptable limits, penalty clause etc.

- C. Any Applicant willing to participate in the EOI 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 signatures.

GENERAL CONDITIONS

1. MMTC reserves the right to modify and amend the terms & conditions and announce the same at any time before due date and time of submission of application.
2. Participation and bidding in this EOI/Tender shall be treated as conclusive evidence of the fact that the Applicant/Bidder has carefully gone through and understood the terms and conditions of EOI and tender including the amendments if any, prevailing at the time of tender.
3. After finalization of the L1 price, MMTC will give confirmation to the successful Bidder followed by signing of contract after receipt of NOC from Ministry of Shipping, in case of import on C&F basis.
4. MMTC reserves the right to accept or reject any or all price bids received or to re-tender at MMTC's sole discretion without assigning any reasons. Offer(s) received after the closing time and date shall not be accepted.
5. **FORCE MAJEURE**

Either party shall be relieved of its obligations and responsibilities under contract as and when signed in pursuance of this empanelment process, if the performance of this contract is wholly or partially prevented and/or delayed by act of God and any other cause or causes beyond the control of either party such as fires, floods, strikes, lockouts, riots or civil commotion, epidemics, war and acts of Government. etc. Either party shall promptly i.e. within 15 days give notice to the other party of any force majeure given even effecting its obligations under this contract supported by documentary evidence such as certificate of Chamber of Commerce or of any other competent authority connected with the cause. If such notice is given, the obligations and responsibilities of the party giving such notice as well as the corresponding obligations and responsibilities of the other party shall be relieved to the extent made

necessary by and continuance of force majeure. If such condition continues for more than 90 days, the concerned contract shall be deemed to be inoperative and parties shall be relieved from the respective obligations.

6. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The governing law shall be Indian Law and the venue of Arbitration shall be New Delhi.

7. FRAUD PREVENTION

(1) Commitments of the Applicant/Bidder(s):

The Applicant/Bidder shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of MMTC during their participation in EOI/tender process, during the execution of contract and in any other transaction with MMTC.

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

(b) The Applicant/Bidder(s) shall not enter with other Applicants/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 Applicant/Bidder 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 Applicant 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 Applicant/Bidder shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Applicant/Bidder 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 tender process and exclusion from future contracts: If the Applicant/Bidder(s), before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Applicant/Bidder from undertaking any transaction with MMTC and/or declare the Applicant/Bidder(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Applicant/Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC reserves the right to demand and recover from the Applicant liquidated damages under the Contract.

7. HOLIDAY LISTING POLICY

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday Listing of an Agency mutatis mutandis applies to this Tender 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.

PRICE BID FORMAT

1. To be filled by the bidders in Electronic Form
2. The Price Bids has to be filled in indicating FOB loadport and C&F/C&F(CQD) Discharge Port in bulk. Partial Offer will not be accepted and the offer will be rejected.
3. For C&F shipment offer has to be made as mentioned in the tender

| | | |
|----|---|---|
| 1. | Name of Bidder, Address & contact details | |
| 2. | Port of Loading & Port of Discharge | _____ |
| 3. | Quantity with tolerance limit | |
| 4. | Specs | _____ |
| 5. | Penalty clause | _____ |
| 6. | Offered Price | a) FOB Load port : (USD..... Per DMTU)* b) Ocean Freight ____ _: (USD.....Per DMTU)* TOTAL(a+b)=C&F/ C&F (CQD) : (USD..... Per DMTU) |

* Mandatory to quote a) & b) separately

Date:

Authorised Signatory