



Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi – 110 003, India

Phone #:91-011-24381513

www.mmtclimited.com

GLOBAL NOTICE INVITING TENDER

MMTC/CO/MIN/Mn(E)/2021-22/05 dated 1st June 2021

MMTC invites global e-tender for Export of Manganese Ore Fines and Lumps of Indian Origin from interested overseas Buyers. The last date of submission is 21st June, 2021 at 1200 HRS IST.

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

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



Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi – 110 003, India

Phone #:91-011-24381513

www.mmtclimited.com

Dear Sirs,

Global e-Tender for export of Manganese Ore Fines and Lumps of Indian origin.

MMTC Limited, a Government of India Enterprise is a leading international trading company. It is engaged in the trade of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade. For further details please visit our website at **www.mmtclimited.com**

As per existing trade policy of Government of India, MMTC Limited is the canalizing agency for export of Manganese ore.

MMTC Limited undertakes export of Manganese ore to overseas market by procuring the items from the Indian suppliers on back to back basis. MMTC invites global tender in two bid system for export of Manganese Ore Fines and lumps from the interested bidders. The bidders are requested to submit their offers as per the tender documents.

The Tender notice consists of two sections. Section – I (Tender description) and Section-II (Formats of documents). The bidders are requested to read the entire Tender documents before submitting the bids.

Techno-commercial and Price Bids in electronic mode may be submitted at **<https://mmtc.abcpocure.com>** after following the procedure given in tender documents.

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

For any assistance relating to tender, contact may be made with LM Bagga, General Manager (Minerals) – Email : **lmbagga@mmtclimited.com** Mob : 8800896565



Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi – 110 003, India

Phone #:24381513

www.mmtclimited.com

SECTION – I

1.0 COMMODITY
MANGANESE ORE FINES AND LUMPS

2.0 QUANTITY

50,000 WMT \pm 10 % (Manganese ore fines) and 25,000 WMT \pm 10 % (Manganese ore Lumps), \pm 10 % tolerance at Seller's option (Please see details at Annexure-I)

3.0 LOAD PORT
PARADIP PORT, India

4.0 SHIPMENT PERIOD
June/July, 2021

5.0 ORIGIN
M/s Kashvi Power & Steel Pvt. Ltd., Bhubaneswar, India

6.0 SPECIFICATIONS:

Commodity	Manganese Ore Fines
Mn	18.00% - 20.00% (Basis 20.00% Mn)
Fe	24.00% Min
SiO ₂	08.00% Max
Al ₂ O ₃	15.00% Max
P	0.60% Max
S	0.09% Max
Moisture	10.00 % Max
Size: 0 to 10 mm	90.00% min
Quantity	50,000 WMT +/- 10% at Seller's Option

Commodity	Manganese Ore Lumps
Mn	18.00% - 20.00% (Basis 20.00% Mn)
Fe	24.00% Min
SiO ₂	08.00% Max
Al ₂ O ₃	15.00% Max
P	0.60% Max
S	0.09% Max
Moisture	10.00 % Max
Size: 10 to 80 mm	90.00% min
-10 mm	08.00% max

Quantity +80 mm 02.00% max
25,000 WMT +/- 10% at Seller's Option

7.0 PRICE (To be quoted)

The bidders shall quote price in USD PDMT FOBST Paradip Port, India (In bulk).
Please see Price Bid format at **Annexure II.**

8.0 BONUS/ PENALTY RATE

- i) The base price shall be increased / decreased by single pro-rata of the price above/below 20% Mn content for Manganese Ore Fines and Lumps.
- ii) For Fe
At the rate of 5 (five) US Cents per dry metric ton for each 1.00% of Fe below 24%, fraction prorata.
- iii) For excess Silica
At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Silica in excess of 08%, fraction prorata.
- iv) For excess Alumina
At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Alumina in excess of 15%, fraction prorata.
- v) For excess Phosphorus
At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Phosphorus in excess of 0.60%, fraction prorata.
- vi) For excess Sulphur
At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Sulphur in excess of 0.09%, fraction prorata.
- vii) For Size: US Cents 50 per WMT beyond tolerance level.

9.0 EARNEST MONEY DEPOSIT

All Bidders (except MTPL Singapore which is a 100% subsidiary of MMTC) are required to submit EMD for US\$ 30,000 in the form of a bank guarantee (Proforma enclosed at appendix I) through a scheduled commercial bank (other than Gramin bank, Co-operative bank, Nainital bank and Dhanlakshmi Bank) in New Delhi (or NCR), India in favour of MMTC Limited. The BG should be valid till 31.08.2021. Offer without proper EMD will not be considered. BG issuing bank should directly forward the original BG to MMTC so as to reach MMTC, New Delhi two working days before opening of tender. The bidder shall submit copy of BG along with tender documents.

OR

Bidders may remit EMD by transfer of USD 30,000 to the bank account of MMTC Bhubaneswar. Bank details are as follows:

Name : MMTC Limited
Bank : STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL HOUSE, NEAR OLD BUS
STAND, UNIT-2 BHUBANESWAR 1, KHURDA, PIN 751001
A/C No. : 10229909115

IFSC Code : SBIN0006657
SWIFT Code : SBININBB119

BG or bank transfer for EMD/PG shall strictly be from the account of the Bidder and no financial security submitted by way of BG, bank transfer or LC shall be accepted from any party other than Bidder in the Tender. All such bids with third party financial security shall be squarely rejected by MMTC.

No interest shall be payable by MMTC on EMD by way of fund transfer to MMTC bank account.

EMD of the unsuccessful bidder will be returned after finalization of tender. All exchange loss/gain shall be to bidder's account. EMD of successful bidder shall be returned after receipt of PG and its confirmation from the bank in case of BG. In case the bidder desires to pay the differential amount between EMD and PG through bank transfer, the EMD received through bank transfer shall be retained and treated as part of PG.

In the event of failure on account of non-submission of PG as per clause 16.0 below by the successful bidder or signing of contract within 3 working days from the date of issuance of contract by MMTC, MMTC reserves the right to invoke/forfeit the EMD amount submitted by the bidder. The MMTC also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.

Original BG/Credit In MMTC's bank account should reach at least 2 working days prior to the opening of tender so that confirmation of the same can be obtained before opening of bids. In case of EMD through bank transfer, bidder shall be required to submit a SWIFT copy along with technical bid documents.

10.0 SAMPLING ANALYSIS

At the time of loading at Indian port, SGS India Pvt. Ltd. shall be appointed to undertake quantity and quality analysis. Load port results shall be final and binding for payment.

11.0 LOADING TERMS CQD BASIS

12.0 VALIDITY

The bidders shall keep their bids valid for a period of 10 (ten) working days from the date of closing of tender excluding the date of closing. In case the 10th day falls on a Saturday/Sunday/Holiday or remains closed for the Seller, such bids will be deemed to be automatically extended to be valid up to the next working day of Seller.

13.0 ELIGIBILITY CRITERIA

Bidder shall fulfill the following criteria and submit supporting documents: -

- i) Bidder shall have minimum annual turnover of USD 3 Million during any of the last 03 financial years
- ii) Networth: Minimum networth of USD 1 million during any of the last 03 financial years
- iii) Past experience: Dealt in mineral products during any of last 03 financial years
- iv) Credit rating: Minimum 'satisfactory' or equivalent (i.e. from D&B, S&P, Moody's, ICRA, CRISIL, CARE). The credit rating report should be issued on or after 01.06.2020.
- v) Bidder shall submit a Bank's Reference Report issued on or after 01.06.2020

- vi) Bidder shall submit an Earnest Money Deposit (EMD) for USD 30,000 in the form of Bank Guarantee (BG format enclosed at **Appendix- I**)/fund transfer. BG issuing bank should directly forward the original BG to MMTC. The Bidder shall submit copy of BG/proof of fund transfer along with tender documents.
- vii) Bidder shall submit an undertaking to furnish a Performance Bank Guarantee (PBG) for 5% of the total contract value with positive tolerance either in Bank Guarantee or Fund transfer. (Format of undertaking at **Appendix -II**).
- viii) Bidder shall submit an undertaking to make 100% payment through an irrevocable at sight letter of credit. Load port results are final and LC shall be negotiated for 100% payment on Load port results basis. (Format enclosed at **Appendix - III**).
- ix) MTPL, Singapore will be exempted from submission of EMD, PBG and L/C provided MTPL submits an undertaking stating that MTPL has obtained Earnest Money Deposit from their bidders and shall obtain Performance Bank Guarantee and Letter of Credit from their bidder if contract is awarded to them.

14.0 EVALUATION OF BIDS

MMTC shall evaluate technical bids received from bidders within due date and time. Thereafter price bids of those bidders who qualify in technical evaluation of documents/EMD submitted shall be opened. *In case, there is more than one H-1 bidder, such bidders will be given an opportunity to revise their price bids and re-submit the same to decide H1 bidder in the tender. The price submitted in first bid shall be treated as reserve price for bid at second time. In case both the bidders submit same price again, tender shall be scrapped and fresh tender shall be floated.*

15.0 AWARD OF CONTRACT

MMTC shall offer the cargo to the highest bidder (H1) subject to confirmation from the back-up supplier of the cargo. Total sales realization (excluding tolerance limit) on WMT basis shall be the criteria for selection of H1 bidder. This can be explained by the following illustration:

Price quoted by 'Bidder X'

S. No.	Product	Quantity	Assumed unit price quoted	Sale value
1	Mn Ore Fines	50000 WMT	USD 40/MT	USD 2,000,000
2	Mn Ore Lumps	25000 WMT	USD 50/MT	USD 1,250,000
Total Sale Value				USD 3,250,000

Price quoted by 'Bidder Y'

S. No.	Product	Quantity	Assumed unit price quoted	Total sale value
1	Mn Ore Fines	50000 WMT	USD 42/MT	USD 2,100,000
2	Mn Ore Lumps	25000 WMT	USD 48/MT	USD 1,200,000
Total Sales Value				USD 3,300,000

As the total realization from Bidder Y shall be more in comparison to that of Bidder X, Bidder Y shall be selected as highest bidder (H1) and contract shall be awarded to them.

MMTC and the successful bidder shall enter into a sale contract as per standard terms and conditions of MMTC (Contract format enclosed at **Appendix - IV**). In case the successful bidder fails to forward the signed sale contract within 3 working days from the date of issuance of contract by MMTC, the Seller (MMTC) reserves the right to invoke the bank guarantee/forfeit EMD/cash deposit submitted through fund transfer by the bidder. MMTC shall have the right to

review the performance of bidder and accordingly MMTC reserves the right to cancel/modify the contract.

16.0 PERFORMANCE GUARANTEE

MMTC shall issue a letter to the successful bidder accepting the price and shall also indicate amount of performance guarantee required from the successful bidder. The bidder shall furnish a performance bank guarantee/fund transfer for 5% of contracted value (with +10% tolerance) in favor of MMTC limited, New Delhi within 10 working days, in case of BG and 3 working days in case of fund transfer, from the date of sending of signed contract by MMTC. Nomination of vessel shall be accepted only after receipt of performance guarantee and in case of bank guarantee, its confirmation by the bank. The performance guarantee shall be valid up to 30th September, 2021. In case the successful bidder fails to establish the requisite performance bank guarantee or transfer the funds within stipulated time, MMTC reserves the right to invoke the bank guarantee/forfeit fund transferred by the bidder as EMD.

MMTC reserves the right to invoke this performance guarantee/forfeit the fund transferred by the Buyer, if Buyer fails to perform the contractual obligations as per sale contract.
(Performance Bank Guarantee format is attached at Appendix-V)

In case the successful bidder had opted for EMD by fund transfer in MMTC's bank account, such bidder shall have the option to deposit the difference between the amount of Performance Guarantee and EMD through fund transfer to MMTC Bhubaneswar bank account to make total PG at 5% of total contracted value. In case of successful bidder, this amount shall be retained by MMTC and refunded after completion of contract or adjusted against export invoice if the bidder/overseas buyer so desires. No interest shall be payable by MMTC on EMD/PG amount remitted through fund transfer. All bank charges and exchange gain/loss on cash EMD/PG shall be to the account of the Bidder.

17.0 PAYMENT TERMS

The Buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable and without recourse to the drawer workable letter of credit, valid for minimum 45 days after latest date of shipment, payable at sight to cover 100% value of the cargo with positive tolerance for quantity and value as per contract. Letter of credit shall be in favour of the Sellers/beneficiaries (MMTC Limited, Sub regional Office, Alok Bharti Complex, 7th Floor, Shahidnagar, Bhubaneswar, Dist. Khurda, Odisha-751007) from any of the top 50 banks (ranked on 01.02.21 by bankersalmanac.com link <http://www.bankersaccuracy.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks The said letter of credit shall be established within 10 working days from the date of signing of contract by both MMTC and the overseas Buyer. The LC shall be advised through State Bank of India, Commercial Branch, IDCOL HOUSE, NEAR OLD BUS STAND, UNIT-2 BHUBANESWAR 1, KHURDA, PIN 751001. Account No.: 10229909115, IFSC Code: SBIN0006657 SWIFT Code: SBININBB119. The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 100% shipment value within 21 days after bill of lading date at the counter of LC negotiating bank. Notice of Readiness (NOR) shall be accepted only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The Buyer shall nominate suitable vessel in such a manner so that Seller shall get at least three clear working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. L/C shall provide for TT reimbursement within three (03) working days upon receipt of claim from

the negotiating bank. All bank charges outside India shall be to the Buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

In case L/C is got established from a bank other than those listed above, MMTC shall have the option to get the L/C confirmed and all such L/C confirmation charges shall be payable by the Buyer to MMTC. All bank charges outside India shall be to Buyer's account.

18.0 DUE DATES

Submission of Technical Bids and Price Bids : By 1200 hrs IST on 21.06.2021
 Opening of Technical Bid : At 1215 hrs IST on 21.06.2021
 Opening of Price Bid : At 1200 hrs IST on 22.06.2021

19.0 MODE OF SUBMISSION OF TENDER

19.1 The bidder shall submit both techno-commercial and price bids in electronic mode.

19.2 PROCEDURE FOR PARTICIPATION IN E-TENDER.

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

19.3 Procedure for Obtaining Digital Certificate

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

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating 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.

19.4 Procedure for Registering in E-Procurement portal

(i) Further, the bidder will have to register with MMTC's E-Procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are as under

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

Bidder shall submit their offers separately in the following two-bid format:

I) PART A: Technical Bid

II) PART B: Price bid

20.1 Part – A: TECHNICAL BID:

Bidder shall fulfill the eligibility criteria as stated at Para 13 and submit the following supporting documents:

- a. Auditor's Certificate/Audited Financial Reports indicating (i) annual turnover and (ii) net worth during any of last 03 financial years.
- b. Credit rating Report from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE) issued on or after 01.06.2020.
- c. A Bank reference letter/report issued on or after 01.06.2020.
- d. Bidder shall submit an EMD for USD 30,000 in the form of Bank Guarantee (BG format enclosed at Appendix - I) or fund transfer. BG issuing bank should directly forward the original BG to MMTC so as to reach MMTC at least two working days prior to opening of tender. The bidder shall submit copy of BG/swift copy for fund transfer.
- e. An undertaking to furnish PG for 5% of the total contract value. (Format enclosed at Appendix -II)
- f. An undertaking to make payment through an irrevocable letter of credit. Load port results are final and LC shall be negotiated for 100% payment on Load port results basis. (Format enclosed at Appendix -III).
- g. Bidder shall submit duly signed and stamped all documents given in **Section-I** of the tender notice.
- h. Bidder shall submit a certificate on its letter-head indicating that the bidder has dealt in mineral products during any of last 03 financial years.

“Bidders who have already submitted copies of supporting documents in earlier tender namely, auditor's certificate, annual financial statement, networth, credit rating report, past experience and bank reference report need not submit again as stated at para 20.1(a b c e f & h)” provided date of issue of documents/validity are as per this tender.

MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of earnest money deposit, performance guarantee bond and establishment of letter of credit towards the value of cargo. MTPL Singapore shall submit an undertaking stating that MTPL has obtained earnest money deposit from their bidders and shall obtain performance guarantee and letter of credit from their bidder if contract is awarded to them.

The technical bids will be opened on due date and time. After scrutiny of technical bid documents, the price bids of only those bidders whose technical bids are accepted will be opened and considered further.

20.2 PART-B: PRICE BID:

Price bid shall be submitted in price bid format (Annex-II) separately before due date and time, in USD PDMT FOBST Paradip Port and confirming validity of offer as per tender in the price bid format. Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of qualified bidder (Technical) will be opened as per due date. Incomplete offer or offers received after the closing time and date shall not be accepted.

- 20.3** Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.
- 20.4** EMD of the unsuccessful bidders will be returned after finalization of tender and for the successful bidder it will be returned after receipt of performance guarantee and its confirmation from the bank. In case of EMD through bank transfer from successful bidder, it shall be retained till receipt of PG by way of BG and its confirmation from the bank or receipt of differential PG amount through bank transfer. In such a case EMD received through bank transfer shall be treated as part of PG and returned after satisfactory completion of contract or adjusted against export invoice if the bidder so desires.

21.0 GENERAL CONDITIONS

- 21.1.** Subject to the term and conditions set out herein, sale shall be made to the highest bidder for exports on FOB basis only. Seller reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions for correction in the tender and/or additions or deletions of items being offered for sale are binding on the bidder.
- 21.2.** Participation and bidding shall be treated as conclusive evidence of the fact that bidder is well aware about the Foreign Trade Policy of Govt. of India that export of Mn Ore is allowed through MMTC Limited. The cargo for export shall be procured from the associate supplier of MMTC and all terms & conditions shall be on back to back basis with our supplier. Our associate/back-up supplier shall perform the export contract and MMTC will not be responsible for any quality, quantity or any other claim of the bidder/buyer. It shall also imply that the bidder/buyer has carefully gone through and understood the terms and conditions of Tender documents including the amendments if any, prevailing at the time of Tender. Seller and EPTL will not entertain any complaints or objections once bid is placed.
- 21.3** Seller and EPTL do not give warranty or guarantee of the quality, quantity, measurement, condition chemical composition of each individual item/s or lot/s that form the e-tender property and about its “end use” or fitness for a particular purpose. In the event of failure on account of signing of contract within 3 working days from the date of issuance of contract by MMTC, MMTC reserves the right to invoke/forfeit the bank guarantee/funds through bank transfer submitted by the bidder as EMD. MMTC also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.
- 21.4** The BG issuing bank must have a net worth of at least Rs.5000 million and Capital Adequacy Ratio of at least 9%.
- 21.5.** MMTC shall have the right and authority to review / modify / amend any condition / format of tender documents.
- 21.6.** After finalization of the sale price, MMTC will arrange to send standard sale contract (Appendix – IV) to the Buyer for signatures.
- 21.7** After receipt of signed contract from MMTC through e-mail, the contract shall be returned by the Buyer to MMTC within three working days signed by an authorized representative of the Buyer with all pages of contract duly signed and stamped and last page bearing the name and designation of the person signing the contract with one witness from Buyer’s end. Letter of credit shall be furnished by Buyer through banking channel before vessel nomination. In case vessel is nominated before receipt of LC by MMTC, the vessel shall be conditionally accepted subject to receipt of LC in workable condition. NOR tendered by the vessel after arrival at Paradip port shall be accepted only after receipt of workable Letter of Credit by MMTC and completion of all pre-shipment formalities by the Seller with Customs/Port Trust.
- 21.8.** If for any reason, the Buyer fails to send the signed contract or fails to open the requisite letter of credit for appropriate value, MMTC reserves the right to invoke BG submitted towards EMD/PBG or forfeit cash deposit received through fund transfer as EMD/PG available with MMTC.

- 21.9** MMTC reserves the right to accept or reject any or all bids or to re-tender at MMTC's sole discretion without assigning any reasons. Incomplete offer or offers received after the closing time and date shall not be accepted. The complete details of the tender enquiry are available at www.mmtclimited.com, <http://eprocure.gov.in> and <https://mmtc.abcprocure.com>
- 21.10 In case the H1 bidder fails to submit PG, MMTC has the option to give offer to H2 bidder to match and confirm H1's price and if H2 bidder also fails to submit PG or rejects the offer, then MMTC has the option to give offer to H3 bidder at H1 bidder's price. This option however shall be restricted only upto H3 bidder.
- 21.11 There will be no partial shipment. Entire quantity of manganese ore fines and lumps will be shipped by one vessel to a single buyer.
- 21.12 In case the contract value on WMT basis is more than Rs. 20 crores, the successful bidder shall be required to submit along with sale contract, a signed Integrity Pact (Format at Appendix VI)

22. ARBITRATION

Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, 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 "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties". Venue of Arbitration shall be Delhi and the language of arbitration shall be English only.

23. FRAUD PREVENTION

(1) Commitments of the Bidder(s):

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

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

(b) The Bidder(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

24. 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.

DETAIL OF MANGANESE ORE FINES AND LUMPS

Manganese Ore Fines and Lumps of M/s. Kashvi Power & Steel Pvt. Ltd. Bhubaneswar India					
Item No.	Item Description	Quantity in MT (± 10% at Seller's option) Minimum Quantity to be quoted	Shipment	Loading term	Loading Port
1	18% - 20% Manganese Ore Fines in Bulk	50,000 WMT	June/July, 2021	CQD Basis	Paradip Port
2	18% - 20% Manganese Ore Lumps in Bulk	25,000 WMT	June/July, 2021	CQD Basis	Paradip Port

(All the above cargo shall be subject to reconfirmation by MMTC)
Shipment shall be under ITC HS Code 26020000 (Section 106 of Schedule 2 of Export Policy)

ANNEXURE-II**PRICE BID**

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Commodity	Manganese Ore Fines and Lumps
4.	Quantity (+/- 10% at Seller's option)	1) 50,000 WMT Mn Ore Fines* 2) 25,000 WMT Mn Ore Lumps*
5.	Price in USD PDMT FOBST Paradip port, India: 1. Mn Ore Fines Basis 20% 2. Mn Ore Lumps Basis 20%	
6.	Validity of Price	

Authorized Signature with official seal

Date: _____

*NB: No Partial shipment is allowed. Entire quantity of Mn Ore fines and lumps to be shipped in 1 vessel to a single buyer.

ANNEXURE -III

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	Foreign
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: _____

Name

Designation

INSTRUCTIONS TO BIDDERS REGARDING E-TENDER

Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

- I. Late and delayed Bids/Offer after due date/time shall not be permitted in online Tender system. No bid can be submitted after the last date and time of submission has reached. (however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline). The system time (IST) that will be displayed on e-tender web page shall be the time and no other time shall be taken into cognizance.
- II. Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well in advance before the closing date and time of bid.
- III. No bid can be modified after the dead line for submission of bids.

After final bid submission, system generates an acknowledgement in the form of “Bid Number” that should be kept as a proof of successful bid submission.

Guidelines related to e-tendering/e-auction services

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

1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTc.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url https://mmtc.abcprocure.com under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure,

power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

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 the 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
Date

Signature of bidder
Name & Designation of the signatory.

SECTION - II

Appendix-I

PROFORMA FOR BANK GUARANTEE FOR EMD

(On a stamp paper of applicable amount to be executed by a Delhi / NCR Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Dhanlaxmi Bank and Nainital Bank)

Bank Guarantee No. _____
REF No.

Date _____

MMTC LIMITED,
Core -1, Scope Complex,
7, Institutional area,
Lodhi Road,
New Delhi-110 003.

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids vide Manganese Ore Fines and Lumps of Indian Origin Global E-Tender (hereinafter referred to as Invitation to Bids) for supply of 50,000 MTs +/- 10% Manganese Ore Fines and 25,000 MTs +/- 10% Manganese Ore Lumps.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ 30,000 in favor of MMTC, New Delhi in the form of a Bank Guarantee of US\$ 30,000 with a validity **upto 31.08.2021**.
3. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of US\$ 30,000 with a validity upto 31.08.2021 and that the Bidder M/s. _____:-
 - a) shall keep their offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the sale contract forwarded by MMTC within three working days.
 - c) shall in the event of the offer being accepted by MMTC, bidder will establish a Performance Bank Guarantee (within 10 working days from the issuance of signed sale contract) in favor of MMTC in the form indicated in the said Invitation to e-Tender for 5% of the contracted quantity through a scheduled Commercial Bank at New Delhi, India.
 - d) shall in the event of the offer being accepted by MMTC, tenderer will establish an irrevocable at sight Letter of Credit in favor of MMTC (within 10 working days from the issuance of signed sale contract) in the form indicated in the said Invitation to e-Tender covering full value of the quantity of Mn Ore Fines and Lumps at the price and on the terms accepted by MMTC, within 10 (Ten) working days from the date of issuance of signed sale contract.
 - e) shall further arrange to lift the confirmed quantities as per the sale contract by the last date of shipment indicated in the sale contract.
 - f) Any other conditions as stipulated by MMTC from time to time.
4. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors,

administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ 30,000. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

5. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 30,000 only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ 30,000 only.
8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
10. The liability of this bank shall discharge upon receipt of US\$ 30,000 only by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto 31.08.2021 and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.
14. It is to certify that net worth of (BG issuing bank) as on 31.03.2021 is not less than INR 5000 million and Capital Adequacy Ratio of this bank is not less than 9%.
15. BG shall be issued through SFMS detail of MMTC's Banker:

Name : MMTC Limited
Bank : STATE BANK OF INDIA, 5TH FLOOR, RED FORT CAPITAL,
PARSVANATH TOWERS, BHAI VEER SINGH MARG
GOLE MARKET, NEW DELHI – 110 001
A/C No. :10813608375

IFSC Code : SBIN0017313
MICR : 110004005

Signature: _____

Name and code: _____

Designation: _____

Seal of the Bank: _____

<u>BANK GUARANTEE – EMD</u>		
With validity upto	:	31.08.2021

(On Company's Letterhead)

Dated: _____2021

To,

The General Manager (Minerals),
MMTC Limited,
Corporate Office,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road,
New Delhi-110 003(INDIA)

Sub: Undertaking for furnishing Performance Bank Guarantee

Dear Sir,

We hereby agree and undertake that we shall furnish a performance guarantee bond in the form of a Bank Guarantee (as per format at Appendix-V) or fund transfer in favor of MMTC Limited within 10 working days from the date of issuance of signed sale contract by MMTC Limited. In case, we fail to furnish performance guarantee, MMTC Limited shall be at liberty to invoke bank guarantee / forfeit cash EMD and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)

(On Company's Letterhead)

Dated: _____ 2021

To,

The General Manager (Minerals),
MMTC Limited,
Corporate Office,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road,
New Delhi-110 003(INDIA)

Sub: Undertaking for establishing Letter of Credit.

Dear Sir,

We hereby agree and undertake that we shall establish an irrevocable at sight Letter of Credit towards full value of contracted quantity (including positive tolerance of 10%) in favor of MMTC Limited within 10 working days from the date of issuance of signed sale contract by MMTC Limited. Load port results are final and LC shall be negotiated by MMTC for 100% payment on load port results basis. In case, we fail to establish workable LC, MMTC Limited shall be at liberty to invoke bank guarantee/forfeit cash deposit submitted as EMD/PG and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)



A Govt. of India Enterprise

Touching Lives, adding value

Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003, India

MANGANESE ORE FINES AND LUMPS SALE CONTRACT NO. MMTC/2021 - 2022/MN(E)

WHEREAS MMTC LIMITED, a company incorporated in India under the Company's Act, 2013 having its Regional Office at MMTC Limited, Sub regional Office, Alok Bharti Complex, 7th Floor, Shahidnagar, Bhubaneswar, Dist. Khurda, Odisha-751007 (GSTN), hereinafter called the SELLER (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part with registered office at Core-I, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi and (Name and address of Seller) hereinafter called the SELLER (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS the Sellers have agreed to sell and the Buyers have agreed to buy the following quantity of Manganese Ore on the terms and conditions hereinafter mentioned.

Now it is hereby mutually agreed and declared by and between the parties hereto as follows:

ARTICLE 1: COMMODITY

Manganese Ore Fines and lumps of Indian origin (herein after called "Ore")

ARTICLE 2: QUANTITY

50,000 WMT \pm 10 % (Manganese ore fines) and 25,000 WMT \pm 10 % (Manganese ore Lumps) \pm 10 % tolerance at Seller's option

ARTICLE 3: SPECIFICATIONS

Commodity	Manganese Ore Fines
Mn	18.00% - 20.00% (Basis 20.00% Mn)
Fe	24.00% Min
SiO ₂	08.00% Max
Al ₂ O ₃	15.00% Max
P	0.60% Max
S	0.09% Max
Moisture	10.00 % Max
Size: 0 to 10 mm	90.00% min
Quantity	50,000 WMT +/- 10% at Seller's Option

Commodity	Manganese Ore Lumps
Mn	18.00% - 20.00% (Basis 20.00% Mn)
Fe	24.00% Min
SiO ₂	08.00% Max
Al ₂ O ₃	15.00% Max
P	0.60% Max

S		0.09% Max
Moisture		10.00 % Max
	10 to 80 mm	90.00% min
Size:	-10 mm	08.00% max
	+80 mm	02.00% max
Quantity		25,000 WMT +/- 10% at Seller's Option

ARTICLE 4: PRICE

US\$ _____ (US Dollars _____ only) PDMT FOBST in bulk
Paradip Port, India, basis 20% Mn content, fraction pro rata.

5.0 LOAD PORT

PARADIP PORT, India

6.0 SHIPMENT PERIOD

June/July, 2021

7.0 ORIGIN

M/s Kashvi Power & Steel Pvt. Ltd., Bhubaneswar, India

8.0 PRICE (To be quoted)

The bidders shall quote price in USD PDMT FOBST Paradip Port, India (In bulk).
Please see Price Bid format at **Annexure II**.

9.0 BONUS/ PENALTY RATE

- i) The base price shall be increased / decreased by single pro-rata of the price above/below 20% Mn content for Manganese ore Fines and Lumps.
- ii) For Fe
At the rate of 5 (five) US Cents per dry metric ton for each 1.00% of Fe below 24%, fraction prorata.
- iii) For excess Silica
At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Silica in excess of 08%, fraction prorata.
- iv) For excess Alumina
At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Alumina in excess of 15%, fraction prorata.
- v) For excess Phosphorus
At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Phosphorus in excess of 0.60%, fraction prorata.
- vi) For excess Sulphur
At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Sulphur in excess of 0.09%, fraction prorata.
- vii) For Size : US Cents 50 per WMT beyond tolerance level.

ARTICLE 10: PRICE ADJUSTMENT

In case there is any difference between the specifications as per Article 3 and analysis report as per Article 9 of this contract, price will be adjusted at the rate mentioned below and documents will not be treated as discrepant.

A) For Mn Content

In respect of each shipment of manganese ore which does not meet the Mn specifications set forth in Article 3, the base price referred to in Article 4 shall be adjusted in accordance with Mn content as determined pursuant to the provisions of Article 9 as follows:-

The base price shall be increased / decreased for each one per cent Mn above/below 20% Mn in respect of fines and lumps, fraction prorata.

B) For Other Elements

If the shipment does not meet any of the chemical specifications other than Mn provided in Article 3 as finally determined in accordance with the provisions of the Article 9, the base price shall be decreased as follows, fraction prorata.

- i) For Fe
At the rate of 5 (five) US Cents per dry metric ton for each 1.00% of Fe below 24%, fraction prorata.
- ii) *For excess Silica*
At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Silica in excess of 08%, fraction prorata.
- iii) *For excess Alumina*
At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Alumina in excess of 15%, fraction prorata.
- iv) *For excess Phosphorus*
At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Phosphorus in excess of 0.60%, fraction prorata.
- v) *For excess Sulphur*
At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Sulphur in excess of 0.09%, fraction prorata
- v) *For Size : US Cents 50 per WMT beyond tolerance level.*

ARTICLE 11: DESTINATION

Name of destination port shall be indicated by Buyer at the time of nomination of vessel.

ARTICLE 12: DELIVERY PERIOD

June/July, 2021.

Laycan shall be accepted 5 days before the last cancellation date

ARTICLE 13: PORT OF SHIPMENT

PARADIP PORT (INDIA)

ARTICLE 14: SAMPLING & ANALYSIS

At the loading port Seller shall at its own cost appoint M/s. SGS India Pvt. Ltd. to determine the specification of ore content in each shipment and shall obtain a certificate showing details of the determination / analysis and also the percentage of free moisture loss as per BIS norms. The load port results so determined shall be final for payment. Foreign Buyer may at his expense send his representative to be present at the time of sampling.

ARTICLE 15: WEIGHMENT

At the loading port Seller shall appoint M/s. SGS India Pvt. Ltd. at Seller's expenses to determine the weight of shipment of ore by draft survey. The weight of ore as ascertained and certified by the surveyor nominated along with analysis certificate shall be basis of Seller's invoice. Foreign Buyer may at his expense sends his representative to be present at the time of draft survey.

ARTICLE 15A: EARNEST MONEY DEPOSIT

The Buyer has deposited a bank guarantee (or remitted funds through bank transfer) bearing No. _____ dated _____ for **USD 30,000** in favor of Seller. In case, the Buyer fails either to forward the signed contract within three working days from the date of issuance of contract by MMTC or to establish a workable letter of credit as per Article 22 or to furnish a performance guarantee as per Article 11, the Seller will have the right to invoke the bank guarantee/forfeit cash deposit and to take action as deemed fit.

ARTICLE 16: PERFORMANCE GUARANTEE

The Buyer shall furnish a performance guarantee for USD _____ in the form of a bank guarantee/fund transfer towards 5% of the sale value (including +10% tolerance) in favour of the Seller through a scheduled commercial bank (other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank and Co-operative Bank) in India within 10 calender days from the date of issuance of signed sale contract from MMTC or the date of nomination of vessel, whichever is earlier. Performance guarantee shall remain valid upto 30th September, 2021. In case the Buyer either fails to perform the contract satisfactorily or fails to establish a workable letter of credit within stipulated time, MMTC will have the right to invoke the bank guarantee/forfeit performance guarantee. In addition, MMTC will have right to claim all losses, damages, expenses, etc. from Buyers and any other appropriate action as deemed fit. The PG will be returned after satisfactory performance of contract by Buyer. If the Buyer desires, performance guarantee given in the form of fund transfer shall be adjusted against sales proceeds.

ARTICLE 17: COMMERCIAL INVOICE

The Seller's commercial invoice shall be made out for 100% (Hundred percent) of the value based on the price as set forth in Article 4 and Article 10 and calculated on the basis of analysis / weighment results at the load port conducted by the nominated surveyor.

ARTICLE 18: INSURANCE

Insurance shall be arranged by the Buyer at its expense after the Ore is loaded on board the vessel.

ARTICLE 19: DELIVERY

Each shipment shall be deemed as delivered when it is loaded on board the vessel and trimmed.

ARTICLE 20: TITLE AND RISKS

Title with respect to each shipment shall pass to the Buyer when the Seller has received 100% payment after completion of loading on Board the vessel at Indian port, with retrospective effect to the time of delivery of ore. Risk with respect to each shipment shall pass from the Sellers to the Buyer when the ore has been loaded on board the vessel.

ARTICLE 21: CHARTERING OF VESSEL

- A. The vessels to carry ore under this contract shall be chartered and allocated by the Buyer to the Seller. The Buyer shall obtain prior acceptance from Sellers giving name of the vessel, quantity to be loaded, lay days and expected time of arrival at port of loading, before fixing the vessel. Upon receipt of such advice Seller shall confirm to the Buyer by fax/mail as to whether the vessel nominated is acceptable for shipment.
- B. Loading Terms : CQD basis.
- C. In case shore cranes have to be hired at Paradip port for loading, the expenses shall be borne by Buyers / charterers.
- D. All other expenses required up to and including trimming (seaworthy) shall be to the Sellers account.
- E. Any expenses required for loading outside the working hours shall be on account of the party ordering the same except for vessels crew members overtime and light and the free use of the gears and winches, which shall be to the account of Buyers.
- F. BL quantity shall be the quantity loaded which shall be determined as per Article 15.
- G. The release instructions for the bill of lading should be arranged by the Buyers immediately after completion of loading but in any case within three (3) working days from the date of completion of loading failing which Seller reserves the right to charge interest from the Buyer at the rate of 18.5% p.a. for the period from the 4th day of completion of loading and trimming of the vessel till the Bill of Lading is handed over to the Seller or its authorized representative.

ARTICLE 22: MODE OF PAYMENT

The Buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable and without recourse to the drawer workable letter of credit, valid for minimum 45 days after latest date of shipment, payable at sight to cover 100% value of the cargo with positive tolerance for quantity and value as per contract. Letter of credit shall be in favour of the Sellers/beneficiaries (MMTC Limited, Sub regional Office, Alok Bharti Complex, 7th Floor, Shahidnagar, Bhubaneswar, Dist. Khurda, Odisha-751007) from any of the top 50 banks (ranked on 01.02.21 by bankersalmanac.com link <http://www.bankersacuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard

Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks The said letter of credit shall be established within 10 working days from the date of signing of contract by both MMTC and the overseas Buyer. The LC shall be advised through State Bank of India, Commercial Branch, IDCOL HOUSE, NEAR OLD BUS STAND, UNIT-2 BHUBANESWAR 1, KHURDA, PIN 751001. Account No.: 10229909115, IFSC Code: SBIN006657 SWIFT Code: SBININBB119. The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 100% shipment value within 21 days after bill of lading date at the counter of LC negotiating bank. Notice of Readiness (NOR) shall be accepted only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The Buyer shall nominate suitable vessel in such a manner so that Seller shall get at least three clear working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. L/C shall provide for TT reimbursement within three (03) working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the Buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

In case L/C is got established from a bank other than those listed above, MMTC shall have the option to get the L/C confirmed and all such L/C confirmation charges shall be payable by the Buyer to MMTC. All bank charges outside India shall be to Buyer's account.

ARTICLE 23: DOCUMENTS

Following documents will be made available to Buyer through opening & negotiating bank after receipt of reimbursement: -

- i. Commercial Invoice as per Article 17 in four copies.
- ii Certificate of Quality at loading port as per Article 14 in triplicate.
- iii Certificate of Weight at loading port as per Article 15 in triplicate.
- iv. Full set of negotiable clean on board ocean Bill of Lading evidencing shipment.
- v. Certificate of origin of cargo to be endorsed/issued by Chamber of Commerce in India detailing loaded quantity, commodity, carrying vessel and exporter's name and address.

ARTICLE 24: NON-DELIVERY

Notwithstanding Article 12 herein above in the event of failure to effect or to take delivery as provided in this contract due to cause(s) for which the Seller or the Buyer is responsible, the other party shall have an option either to cancel the contract in respect of the undelivered quantity or accept or supply it in the manner to be mutually agreed upon. However, since the contract is on back to back basis, Seller will not be liable for any claim for non-delivery.

ARTICLE 25: DEFAULT

In case of non-lifting of cargo within the delivery period, the Seller shall have the right to invoke the bank guarantee/forfeit cash deposit submitted towards performance guarantee. In addition, MMTC will have right to claim all losses, damages, expenses, etc. from Buyers and any other appropriate action as deemed fit.

ARTICLE 26: FORCE MAJEURE

Either party shall be relieved of its obligations and responsibilities under this contract 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, this agreement shall be deemed to be inoperative and parties shall be relieved from the respective obligations.

ARTICLE 27: ARBITRATION

Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, 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 "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties". Venue of Arbitration shall be Delhi and the language of arbitration shall be English only.

ARTICLE 28: VALIDATION

The contract shall become valid as and when signed by duly authorized representatives of both the Sellers and the Buyers.

ARTICLE 29: SPECIAL CLAUSE

It is expressly understood and agreed by and between the Buyer and the Seller that MMTC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into contract solely on its own behalf under the applicable laws of India and general principles of contract law. The Buyers expressly agreed, acknowledges and understands that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Buyer, hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, implored claims or counter claims against the Government of India arising out of this contract and covenant not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising out of or under this agreement.

MMTC is entering into this contract on the basis of back to back supplies by M/s. Kashvi Power & Steel Pvt. Ltd., 1234-P, Gobindprasad, Bomikhal, Bhubaneswar-751010, Odisha, India. All responsibility of quality/quantity as well as performance of this contract is to the account of M/s. Kashvi Power & Steel Pvt. Ltd. MMTC shall not be responsible for any claim/damages of Buyer and / or vessel owner for any reason whatsoever including non-performance of the contract by M/s. Kashvi Power & Steel Pvt. Ltd., Bhubaneswar.

ARTICLE 30: LOSS OF CARGO

In the event of total or partial loss of cargo, the analysis and the weight as determined at the loading port shall be treated as final and shall be used for final invoicing and payment.

ARTICLE 31: FRAUD PREVENTION

(1) Commitments of the Bidder(s):

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

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

(b) The Bidder(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s), before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking

recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

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

ARTICLE 32: 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.

ARTICLE 33: OTHERS

Any change or modification in the terms and conditions of this contract shall become effective only when confirmed by both the Seller and the Buyer in writing.

In witness whereof this contract is made in duplicate, the Seller and the Buyer having signed them on this _____ 2021 are retaining one (1) copy each.

BUYER

SELLER

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. _____ dated _____

(On a stamp paper of applicable amount to be executed by a Delhi / NCR Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Dhanlaxmi Bank and Nainital Bank)

To

M/s MMTC Limited

Core 1, SCOPE Complex

7 Institutional Area

Lodhi Road

New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at _____ (hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with _____ M/s. _____ (name) address _____, (hereinafter called the XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC, immediately on demand up to and not exceeding the sum of US Dollars _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force until _____ (date).
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before _____ (expiry date).
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.

- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.
- 14) It is to certify that networth of (BG issuing bank) as on 31.3.2021 is not less than INR 5000 million and Capital Adequacy Ratio of this bank is not less than 9%.
- 15) BG shall be issued through SFMS detail of MMTC's Banker:

Name : MMTC Limited
 Bank : STATE BANK OF INDIA, 5th FLOOR, RED FORT CAPITAL,
 PARSVANATH TOWERS, BHAI VEERS SINGH MARG,
 GOLE MARKET, NEW DELHI – 110 001

A/C No. : 10813608375
 IFSC Code : SBIN0017313
 MICR : 110002562

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2021

Yours faithfully
 For and on behalf of Bank
 (Address)
 (Banker's Seal)

<u>PERFORMANCE BANK GUARANTEE</u>		
With validity upto	:	30.09.2021



A Govt. of India Enterprise

Touching Lives, adding value
Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road
New Delhi – 110 003, India

CIN L51909DL1963GOI 00403

Phone #:24381513-D/24362200 Fax #: 0091-011 24364106/24364105

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “**MMTC**”,

And

M/s _____
and hereinafter referred to as “**Buyer**”

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 all Agreements/Contracts between MMTC and M/s_____ in the financial year 2021-22.

In order to achieve the goals, MMTC has appointed Shri D R S Chaudhary, IAS (Retd.) as Independent External Monitors (IEMs). Their 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

IEM 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.

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/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 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.
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.
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 : New Delhi

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :

