



CIN:L51909DL1963GOI004033

Notice No.MMTC / PRO - EOI / 2018 / 005 dated 06.12.2018 Inviting Expression of Interest (Eoi) for Continuous Empanelment of Overseas Agency for participating International Tenders for all Engineering Products & Turn Key Projects involving design, supply and commissioning located in NEPAL , BANGLADESH & BHUTAN.

Please note that off-line applications received till **15th of every month** shall be considered for evaluation. After completion of all formalities, eligible applicants would be empanelled with MMTC for a period of (01) ONE year.

This invitation shall be kept opened for **one year i.e. till DECEMBER 2020.**

(Dy.Manager)

PROJECTS & GENERAL TRADE

MMTC Limited

Notice Inviting Expression of Interest (Eoi) for Empanelment of Over Seas Agency for International Tenders participation in NEPAL , BANGLADESH & BHUTAN Closes on 20.12.2019 at 1500 Hrs

Terms and Conditions of the EOI

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

MMTC invites "Expression of Interest (EOI)" from reputed Overseas Agency / ies with result oriented , well experienced in tendering procedures of with respective Government Tendering Authorities , having close liaison for successful bidding in the area of Engineering Goods ,Projects etc .related Tenders.

MMTC is interested to shortlist reputed foreign agency / ies willing to be associated as Authorised agent of MMTC to obtain all relevant tender requirements pertain to a list of goods and it's related services as per Tender/s terms and conditions.

2. Pre- Qualification criteria for selection as an Agent / Representative of MMTC:

The Agency / Agent has to submit the following documents/ details in order to be considered for the empanelment process:

- a)** Brief details/Corporate Profile of the company.
- b)** The complete information as an agent role and responsibility on successful bidding of Tenders on behalf of a client viz. Tendering Authority / type of tenders / goods / value for the past three years.
- c)** Annual report , if any , for past three financial years .
- d)** Should accept to abide all terms and conditions for performing as MMTC's Agent / Representative as laid down by Govt. of India from time to time.
- e)** The supplier required to submit , if any such need arises ,D&B/S&P/Moody credit rating certificate with rating "SATISFACTORY" or above and it should not be older than one year on the date of submission of EoI.
- f)** Copy of document like Certificate of Incorporation duly self-attested.
- g)** Board Resolution/ letter from partners authorizing all or any one of the Directors/ Partners to sign the documents.In case of Proprietorship , Proprietor to sign the documents.

h) Affidavit/Declaration to the effect that your Agency / yourself has not been blacklisted by any Indian Govt. Agencies / State Agencies/ MMTC as on date.

i) Registration with respective government appropriate authority for performing as Agent / Representative , wherever needed and the complete details be furnished.

J) Declaration to the effect that the Applicant has not been blacklisted or debarred in Nepal / Bangladesh / Bhutan.

3. Scope of work: { as narrated in Annexure - 2 }

a) The selected applicants will form part of MMTC's panel who will act as the respective Country Representative / Agent for assisting MMTC to be a successful bidder in all relevant Tender / s covering the goods as decided from time to time by MMTC Limited. MMTC expects from the Agency / ies , Agents to adopt ethics of highest standards and a very high degree of integrity , transparency , commitments and sincerity towards the assignment / the work undertaken. Besides always MMTC's interest needs to be protected during course of Participation / to be Successful Bidder / Execution of orders in that Country.

b) The Agency fees / Commission and mode of payment terms will be decided on case to case basis before participation of any Tenders identified and brought to MMTC Ltd. All these terms will be in line with Reserve Bank of India's guidelines only. No remuneration would be payable to the Applicant who qualifies as Agent unless MMTC gets any business through that Agent in respective Country for which Agent has been appointed.

c) The selected Agent / Representative (s) shall ensure compliance of all the Government of India's regulations/ conventions/ policies/ guidelines/ orders etc., in force related to any or all of the above activities from time to time.

4. Submission of Expression of Interest:

a) The EoI document can be downloaded from our website www.mmtclimited.com or the central government e-procurement portal www.eprocure.gov.in. The same can also be obtained from General Manager (Projects), MMTC Limited, Core 1 Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003.

b) Those applicants who are interested to be empanelled with MMTC and meet the specified criteria may apply with full details, indicating:

- i. Name and designation of authorized official to deal with.
- ii. Details about Applicants Banker like complete address and contact details.
- iii. Certificate from their leading Bankers indicating period of their association with the company, name and designation of the authorized signatories of

the company, registered address and present status of the company.

c) The EoI has to be submitted in the box kept at MMTC Limited, Corporate office, 3rd Floor, Projects Division, Core 1, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi- 110 003.

d) The applications have to be submitted before **1500 Hrs (IST) on 20.12.2019** . **The applications received beyond this will be taken up for processing on every 15th of a month. THIS TENDER WILL BE OPEN FOR ONE YEAR.**

e) Applications received after the due date and time due to any postal delay will be considered as indicted in above (d) .

f) Applications incomplete in any form or misstating the facts will have to be resubmitted in line with this EOI , If needed to be considered. Other wise will be rejected.

g) The EoI documents must be duly signed on all the pages as a token of acceptance of all the terms and conditions.

5. General Terms and Conditions:

a) MMTC reserves the right to accept or reject any/all offer of Expression of Interest without assigning any reason whatsoever.

b) Final selection under this EOI , for each of the stated items from the EoIs received will be done at the discretion of MMTC and the decision of MMTC will be final and binding on all participating parties.

c) Empanelment of Overseas Agency / ies or Agent /s by MMTC does not entail any commitment from MMTC for contracts during the validity of empanelment.

d) MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective applicants.

e) The terms mentioned in this EoI are only illustrative and not exhaustive. The qualified Agent will be required to enter into contract as devised by MMTC to fully protect MMTC's interest and also the interest of prospective customers.

f) MMTC is not bound contractually or in any other way to any prospective Agency / ies or Agent to this EoI. MMTC is also not liable for any cost or compensation incurred by anyone to this EoI.

g) Validity of empanelment under this EoI shall be for duration of one year from the date of acceptance by MMTC, which may be renewed on basis of performance of the Agency / ies or Agent, at the sole discretion of MMTC. Validity of EoI can also be terminated by MMTC at its sole discretion.

h) Ownership of EoI documents and information therein (all EoI documents) shall be property of MMTC on submission. Where the prospective Agency / ies or Agent wants the information provided to be kept confidential as such disclosure would unreasonably affect it's business affairs, notice is to be given at the time of delivery of

information or documents by making such information "Confidential". In so far as possible, MMTC will give effect to the prospective Agency / ies or Agent stated wishes and access to such information will be determined under provisions of Right to Information (RTI) Act 2005.

i) MMTC is in no way bound to limit its business enquiry/ circulars to empanelled Agency / ies or Agent only.

j) The prospective Agency / ies or Agent should not have any track record showing Conflict of Interest Criteria for evaluation / continuation with MMTC Ltd.

6. MMTC reserves the right to add / delete in this list of Empanelled Associates at its sole discretion.

7. Disclaimer

Issue of this document does not in any way commit or otherwise oblige MMTC to proceed with all or any part of the EOI processed. The EOI request is not the subject of any processed contract or any contractual obligation between MMTC and the prospective bidder. MMTC may at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective bidder.

8. FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s):

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

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

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

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

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

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

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

(3) **Damages:** If MMTC has disqualified the Bidder(s) from the 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.

9. Holiday Listing

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday listing of an agency mutatis mutandis applies to this agreement and in the event, the Buyer while discharging its obligations under the agreement or otherwise, comes 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 Buyer in accordance with the policy in force.

10. ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the Tender.

Annexure -1

FORMAT (TO BE FILLED UP) BY PROSPECTIVE Overseas Agent's PARTICULAR DETAILS :

1. Name and Address of the Supplier:

2. Name of Contact Person:

Telephone Number:

Fax No :

Email Id :

3. Name of Country for which empanelment is required:

4. Tender successfully participated with Tendering Authority complete Information be Supplied:

Years	Tender ref. / goods / items	Value in USD
2016-17		
2017-18		
2018-19		

5. Supporting Documents of the organization

i) Affidavit to the effect that the supplier has not been blacklisted by Govt. agencies/State Agencies/ MMTC / any other PSU as on date.

ii) Any other document as asked for in the EoI.

Certified that the above information is true and we confirm that all information given in the Expression of Interest are correct and if at any point of time the information is found to be Incorrect our EoI will be liable for rejection by MMTC.

Date:

Place:

Signature:

Name & Designation

Company Seal

Annexure -2

NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF AGENTS IN NEPAL , BANGLADESH , BHUTAN FOR INTERNATIONAL TENDERS PARTICIPATION

1	SCOPE OF WORK	The agent is required to have adequate experience in the field of Engineering products and Projects and required to liaise with concerned Government Departments and Agencies in NEPAL , BANGLADESH , BHUTAN.
2	ORGANISATION DETAILS As detailed in Annexure 1	<ul style="list-style-type: none">A. Name:B. Address:C. Name of bankers, their addresses and their certificate on the financial condition of applicant:D. Income tax code/statements: (Copy of the tax clearance certificate as proof to be enclosed).E. Valid agency registration certificate from the concerned office of Government of Nepal , Bangladesh , Bhutan (Certified photocopy as proof to be enclosed).F. Sales Tax / VAT registration details: (Copy of VAT registration certificate to be enclosed).G. Ownership structure:H. Names, addresses and contact numbers/emails IDs of Directors:I. Audited Balance Sheets and Annual Reports for last three years.J. Experience in working as agent on behalf of overseas suppliers for supply of Engineering goods and Agro Commodities against tenders issued by nominated agencies of Government of Nepal , Bangladesh , Bhutan.K. Other relevant information, if any:L. Names of overseas companies on whose behalf the applicant represented as agent for supply of Engineering goods and Projects in respective countries floated Tenders.
3	QUALIFICATION CRITERIA	<p>The Eligibility / Qualifying criteria of the Agent have been defined as under:</p> <ul style="list-style-type: none">1. A registered body in Nepal Bangladesh , Bhutan be it as a Proprietary Firm or Limited Company or Partnership Firm. Applicants have to necessarily submit documentary evidence.2. Must be registered under Law of Nepal, Bangladesh , Bhutan and in this context, copies of the following registration documents as under must be enclosed:-<ul style="list-style-type: none">(a) Tax Clearance Certificate

		<p>(b) VAT registration certificate (c) Valid agency registration Certificate from the concerned office of Government of Nepal, Bangladesh , Bhutan.</p> <ol style="list-style-type: none"> 3. Should have trading experience preferably (in engineering products and Projects) and working as agent on behalf of overseas suppliers through tenders issued by nominated agencies of respective Governments for the last 3(three) years. 4. Should submit the details of corporate clients for whom such work is being carried out on regular basis, with documentary evidence. 5. Should enclose the Audited Balance Sheets and Annual Reports for last three years. 6. The turnover for last three financial years should not be less than INR 5(five) crores or equivalent. 7. The selection of the agent is proposed to be done on the basis of the percentage of margin on the FOB cost of goods to be traded. In other words if two agents qualify in the technical parameters, then the agent quoting a lower margin would be selected. 8. Such an agent would be selected for a period of one year with extension for another year. MMTC will not appoint another agent for the same line of business during the pendency of the proposed agreement. 9. The compensation for services rendered as listed in the tender shall be paid only for such trade as has been facilitated by the agent.
4	FUNCTIONS OF AGENT	<p>A. Provide commercial and technical information to MMTC to get orders from buyer in respective Countries: B. Assist in preparing technical and commercial offers to buyers and submission of the same on behalf of MMTC. C. Advise MMTC during contract negotiations with buyers and also in any future negotiations of price, terms and conditions, provide relevant data to enable negotiations to be undertaken effectively. D. Assist in the preparation of the Contract. E. Assist in scheduling, documentation and coordination in supply of Engineering goods and Projects to buyers. F. Extending assistance in handling and resolution of grievance of buyers, if any, or their associates in respect of export of Engineering goods and Projects. G. Assist MMTC to develop and maintain good relations with buyers in respective Countries. H. Use its best endeavors to communicate as soon as any</p>

		<p>significant changes take place in the local market of respective Counties pertaining to Engineering goods and Projects.</p> <p>I. Inform MMTC of competitors' activities, deliveries, prices and plans.</p> <p>J. Provide information and coordination as requested by MMTC with regard to buyers .</p> <p>K. Maximize the goodwill, trust and understanding between MMTC and buyers .</p> <p>L. Carry out any other tasks as required by MMTC from time to time.</p>
5	TERM OF APPOINTMENT	One year from the date of appointment which may be extended further for another one year at the sole discretion of MMTC based on the satisfactory performance of the agent.
6	COMPENSATION/REMUNERATION	<p>A. The agency commission to be quoted in Indian Rupees (all inclusive) Agency Commission as a percentage of value of contract (Cost of goods excluding statutory taxes like customs duty, excise, VAT etc.) The charges should be inclusive of all applicable taxes.</p> <p>B. The agency commission shall be calculated on actual value on realization by sales proceeds by MMTC as per the Price bid quote.</p> <p>C. The agent shall be paid the Commission only after satisfactory performance of the Contract between MMTC and buyer and after realization of 100% of export proceeds by MMTC and on release of performance guarantee furnished by MMTC to the buyer.</p> <p>D. All payments are to be processed by MMTC subject to processing/approval under the procedures laid down by the Reserve Bank of India and other financial/Govt. Agencies.</p> <p>E. Payment shall be released after receipt of commercial invoice from the agent.</p> <p>F. TDS/other taxes applicable in India shall be deducted as per statutory requirement.</p>
7	DETAILS OF CORPORATE CLIENTS FOR WHOM SUCH WORK IS BEING CARRIED OUT ON REGULAR BASIS	To be indicated by the applicants with documentary evidence.
8	GENERAL TERMS	<p>1. The Agent shall keep MMTC indemnified at all times against any claims/liabilities/proceedings etc. from any third party or otherwise arising out of or in connection with this EOI.</p> <p>3. The Agent hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI. All disputes arising out of this EOI shall be</p>

		<p>decided in accordance with the laws of India.</p> <p>4. In case of violation of terms and conditions of the EOI, violation of statutory regulations, local laws, MMTC reserves the right to terminate the appointment under this EOI/</p> <p>5. MMTC reserves the right to summarily reject the offers without giving any reasons thereof. Incomplete applications are liable to be rejected.</p> <p>6. The applications are to be submitted latest by 1500 hours on 10.12.2019 in physical mode for which the applicants have to submit their offers in sealed envelopes to be dropped in tender box placed at third floor at MMTC of India Limited, Core 1 Scope Complex Lodi Road New Delhi 110003</p> <p>7. MMTC reserves the right to terminate the appointment within validity of agreement/contract without assigning any reason thereof.</p>
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