



**A Govt. of India Enterprise**

***Touching Lives, adding value***

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

**Phone #:24381513/24362200**

**Website : [www.mmtclimited.com](http://www.mmtclimited.com)**

No. MMTC/CO/MIN/17-18/Minor Minerals/10788

Date:3.1.2018

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**Sub: EOI FOR EMPANELMENT OF BUYERS FOR EXPORT OF MINOR MINERALS  
FROM INDIA**

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MMTC Limited invite EOI from Overseas Buyers who wish to be empanelled for purchase of Bentonite, Sand Stone, Bauxite, feldspar, Quartz, Mica etc to be exported by MMTC from India. EOIs may be submitted in sealed cover to Addl. General Manager (Minerals), MMTC Limited, Core – 1, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi – 110 003 on or before 31.01.2018.

Addl. General Manager (Min)



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**Phone #:24381513/24362200 Fax #: 0091-11 24364106/24362072**

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Date:3.1.2018

**Sub: EOI FOR EMPANELMENT OF BUYERS FOR EXPORT OF MINOR MINERALS FROM INDIA**

MMTC Limited, a Govt of India Enterprise, invites EOIs from Overseas Buyers who wish to be empanelled for purchase of Bentonite, Sand Stone, Bauxite, feldspar, Quartz, Mica etc from MMTC Ltd., India. Interested parties are requested to submit their EOIs as per details contained herein :

**1.0 ELIGIBILITY CRITERIA:**

Participants shall fulfill the following criteria and submit supporting documents in a tender box kept in MMTC, New Delhi Office :

- i) Turnover: Minimum annual turnover of US\$ 5 millions during last financial year.
- ii) Networth : Minimum networth of US\$ 1 million as on last annual balance sheet.
- iii) Past experience: Preferably minimum experience of one year in minerals business.
- iv) Credit rating: Minimum 'fair' or equivalent (i.e. from D&B, S&P, Moody's, ICRA, CRISIL, CARE) (not older than one year from the date of application).

**2.0 DOCUMENTS REQUIRED:**

- i) Profile of the applicant with details of contact person(s), Phone Nos., Fax No., e-mail ID, complete address of the company, name(s) of bankers, etc.
- ii) Audited financial statements for the last three completed years. In case the firm is new and is yet to complete three years, audited financial statements be submitted since incorporation.
- iii) Bank Reference letter (not older than one year from the date of application).
- iv) Copy of Import Licence/permission, if any.
- v) Fair or equivalent Credit rating issued within one year prior to the date of this Notice from any one of the Credit Rating Agencies viz. DUN & BRADSTREET/MOODY's/STANDARD & POOR / ICRA/ CARE/ MOODY/ CIBIL, etc. In case the applicant is not having Credit Rating

Report from any of the above agencies, they may request MMTC to obtain credit rating on their behalf and cost on this account shall be borne by the applicant. A request in this regard, may be submitted along with the requisite documents.

MMTC reserves the right to ask the Participants to furnish additional documents/details other than those specified hereinabove, if deemed necessary.

### **3.0 TERMS OF SUPPLY:**

- i) Exports shall be strictly on terms as agreed in contract signed between MMTC and the Overseas Buyer
- ii) Buyer shall be required to pay minimum 10% amount as advance within 5 calendar days from the date of signing of contract.
- iii) Buyer shall open L/C for balance payment from any of the top 50 banks (ranked on 1<sup>st</sup> February, 2017) by bankersalmanac.com link <http://accuity.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 calendar days from the date of issuance of signed sale contract by MMTC to the Buyer. The opening bank shall also add that the telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment value (less the advance drawn) within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness (NOR) (in case of bulk cargo shipment) shall be accepted only on receipt of workable L/C. L/C shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. L/C 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 before filing the shipping bill.

OR

Buyer may opt for advance payment at least two working days before ETA of the vessel or commencement of stuffing of material into containers.

- iv) Loadport result by an independent inspection agency appointed by MMTC in consultation with Buyer shall be full & final in all respects and for balance payment

### **4.0 OTHER TERMS:**

- i) The Buyer will also be required to sign Integrity Pact with MMTC in case purchase/shipment value is more than Rs. 20 crs.
- ii) MMTC reserves the right to accept or reject any application for empanelment without assigning any reason whatsoever. The decision of MMTC in this regard shall be final and binding on all participants.

- iii) Empanelment of Buyers by MMTC does not entail any commitment from MMTC to enter into contracts during the validity of empanelment. MMTC reserves its right to abandon any part or whole of process without prior notice to participants.
- iv) Prospective buyers who qualify as empanelled buyers would be individually notified after the evaluation process of empanelment is complete.
- v) Corrigendum/addendum issued, if any, shall only be hoisted on website mentioned above.
- vi) In case any document is not in English or Hindi, bidder shall submit (alongwith original bid document) self certified translated copy of the same in English or Hindi.
- vii) The buyer to indicate its requirements of different products with specifications etc.

## **5.0 FORCE MAJEURE CLAUSE:**

In case at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfilment of any obligations shall be postponed during the time when such circumstances are operative.

Any waiver / extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfil its obligations under the present contract must within 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration.

The delivery period in respect of the undelivered quantities may be extended during the contractual period at Buyer's option subject to acceptance of the price (by the Seller) available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

If no mutual agreement either for extension of time for supply of the mineral(s) or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

## **6.0 ARBITRATION :**

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

## **7.0 VALIDITY :**

Panel of buyers would be drawn based upon the acceptable bids received in response to this EOI and such empanelled buyers shall be informed accordingly. However, other Buyers who subsequently wish to be empanelled can submit all the prescribed documents and would be empanelled after having fulfilled the criteria. The panel will be valid till 31.03.2019.

## **8.0 FRAUD PREVENTION POLICY:**

### **(i) Commitments of the Buyer(s) :**

The Buyer(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 Buyer(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 Buyer(s) shall not enter with other Buyer(s) 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 Buyer(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 Buyer(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 part of the business relationship, including information contained or transmitted electronically.
- (d) The Buyer(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Buyer(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

### **(ii) Disqualification from tender process and exclusion from future contracts:**

If the Participant/Buyer, 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 Participant/Buyer from undertaking any transaction with MMTC and/or declare the Participant/Buyer ineligible to be awarded a contract either indefinitely or for a stated period of time.

- (iii) Applications received in Fax or E-mail will not be entertained. Complete set of documents as enlisted above, shall be submitted in person or by post/courier on or before 08.01.2018 at the following address

AGM (Minerals),  
MMTC Limited, Corporate Office,  
Core-I, Scope Complex,  
7 Institutional Area, Lodhi Road  
New Delhi-110 003.  
Phone : 011-24381513 Mob : 8800896565  
e-mail id : [lmbagga@mmtclimited.com](mailto:lmbagga@mmtclimited.com)

Addl. General Manager (Min)

EOI No: MMTC/ CO/MIN/17-18/Minor Minerals/10788

Date: .3.1.2018

**EOI FOR EXPORT OF MINOR MINERALS**

<i>Sl. No.</i>	<i>Particulars required</i>	<i>Buyer's Information</i>
1.	Name of the Participant, complete address, phone/fax Nos. and e-mail ID	
2.	Details of ownership / status/constitution of firm	
3.	Products with specs & monthly/annual requirement	
4.	Name of existing suppliers from India (optional) with products	
6.	Has the Buyer been blacklisted/banned in the past by any agency in their own country or abroad ? If yes, details thereof	
7.	Member of which trade body/association / manufacturing body? if yes, please furnish details	
9	List of Minerals for which applicant is interested for empanelment with MMTC	
10.	List of attachments submitted	

The photo copies submitted should be duly certified as true copies signed by authorized person with his full name, designation and company seal. A copy of EOI duly signed with applicant's seal may also be submitted alongwith other documents.

Signature of Buyer or authorized representative

Name &amp; Designation of the signatory

Place :

Date :

**Mandatory information to be submitted alongwith EOI**

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**Company Details:**

Company Name :	
Registration No. :	
Registered Address :	
Names of Partners / Directors :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

**Company's Contact Person's Details :**

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

Signature of Participant : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_



