



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

INVITES

EXPRESSION OF INTEREST

For

***Empanelment of Associate Suppliers for supply of
Imported Manganese Ore to MMTC***

Website: www.mmtclimited.com

Expression of Interest

MMTC/ CO/Min/18-19/EOI (Mn)01

dated 24/07/2018

Empanelment of Associate Suppliers for supply of Imported Manganese Ore to MMTC

1. GENERAL

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

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

MMTC Limited hereby invites Expression of Interest (EOI) for empanelment of overseas suppliers of Manganese Ore who fulfill the eligibility criteria mentioned below.

2. QUALIFICATION CRITERIA OF APPLICANTS

The suppliers of Manganese Ore meeting all the following conditions may apply:

- (i) The Prospective Supplier should have a minimum experience of 3 (three) years of exporting Manganese Ore. The supplier should have executed cumulative supply of minimum 50,000 *MTS* of Manganese Ore during any one of the last three financial years. Interested parties are required to produce documentary evidence for the same.
- (ii) The Prospective Supplier shall also furnish information on the yearly production during the last three years and exports made.
- (iii) The Prospective Supplier shall submit solvency certificate from its regular bankers for a minimum amount(s) of Rs 25 Crores or equivalent in USD.
- (iv) The supplier should not have been blacklisted / banned for participation in tenders by any central/state PSU for supply of Manganese Ore in India on date of empanelment. The supplier shall have to submit an **UNDERTAKING** to this effect at the time of application for empanelment. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
- (v) **Pre-Contract Integrity Pact** (Annexure-I) duly signed by Authorized signatory is to be submitted along with application for empanelment. If the application for empanelment is submitted in partnership/consortium, Pre-Contract Integrity Pact must be signed by all partners or consortium members.

- (vi) The supplier shall have to submit Know Your Customer (KYC) documents as under:
- a) Profile of the Company / firm, copy of Partnership Deed / Articles of Memorandum of Association, list of partners/Directors and copy of their PAN Card, Passport, MCA Identity.
 - b) Credit rating from a reputed agency like D&B with minimum satisfactory or fair rating along with Banker's Certificate. Credit Rating report should not be older than one year at the time of registration / empanelment.
 - c) In case of other than new company/firm the audited copy of Balance Sheet and P&L Account for preceding 3 years.
 - d) Undertaking stating that the director(s) / owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Govt. or any other public sector enterprises, during the last five years.
 - e) Undertaking that the Business dealings has not been banned or suspended by the Ministry of Commerce (MOC), Govt. of India or any of the PSU under MOC
 - f) A copy of Mining Licence (not applicable to Traders)
 - g) A copy of Export Licence
 - h) Detail of Monthly Quota for export

3. General Terms and Conditions

- (i) The supplier shall ensure compliance of all the Government regulations / conventions / policies /guidelines /orders etc, in force related to any or all of the activities covered in the imports including shipping of the consignments, insurance, customs clearing, handling , forwarding and inland transportation etc.
- (ii) MMTC reserves the right to select or reject any bidder/supplier with which legal proceeding or arbitration is in progress with MMTC at the time of empanelment.
- (iv) The Suppliers can also be asked to furnish additional information /confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.
- (v) The validity of this Panel would be for one year from the date of confirmation by MMTC.
- (vi) The above terms and conditions shall have to be considered by the SUPPLIER in totality and the bid containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- (vii) Any bidder participating in the bid, implies that the bidder has accepted all terms and conditions of the bid.

4. INSTRUCTIONS TO APPLICANTS

The interested applicant should submit the following information/documents as per the format(s) attached herewith along with their detailed proposal in a sealed envelope with each page of the document submitted by the applicant be numbered , stamped and initialed.

1. Documents as indicated in para 2 above
2. Vendor Empanelment format as per Annexure-II.

3. One complete set of bid documents duly signed by bidder on each page as token of acceptance of all the terms and conditions.

5. **DATE FOR SUBMISSION OF EXPRESSION OF INTEREST**

The due date & time for submission of the Expression of Interest is 1100 hours IST on 9th August, 2018. Documents received by this date would be verified and if found in order, suppliers would be empanelled by MMTC.

Thereafter any supplier interested for empanelment may submit its application as per current EOI and MMTC at its sole discretion may either accept or reject such application subject to the satisfaction of eligibility criteria as per this EOI. Such suppliers shall also be individually informed after empanelment.

6. **PLACE FOR SUBMISSION OF EXPRESSION OF INTEREST & METHOD OF DELIVERY**

The Expression of Interest should be addressed to Additional General Manager (Min), MMTC Limited, Core-1, Scope Complex, Lodhi Road, New Delhi- 110 003, India and should be dropped in the tender box placed at 3rd Floor, Minerals Division, Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003, India before the due date and time.

7. **REQUEST FOR CLARIFICATION ON EXPRESSION OF INTEREST**

Any clarification desired by applicants must reach MMTC latest by 7th August, 2018.

8. **OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THEREIN**

All Expression of Interest documents will become the property of MMTC upon submission.

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

9. **NO CONTRACTUAL OBLIGATION**

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

10. **SHORTLISTING OF APPLICANTS**

Applicants who qualify as empanelled suppliers to MMTC would be individually notified after the evaluation process of empanelment is complete.

11. **DISCLAIMER**

“The invitation for EOI is not an Offer and is issued with no commitment. The EOI request is not the subject of any process contract or any contractual obligations between MMTC and proponents or potential proponents. The issue of this document doesn't commit or otherwise obliges MMTC to proceed with all or any part of tender process in any manner whatsoever. MMTC reserves the full right at its absolute discretion to withdraw or abandon the EOI or vary any part thereof at any stage without giving prior notice to the Proponents or potential proponents. MMTC further reserves the right to disqualify any bidder, should it be necessary at any stage.

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

PRE CONTRACT INTEGRITY PACT

Between
MMTC Limited (hereinafter, referred to as “MMTC”)
And

M/s. (hereinafter referred to as “The
Seller/Vendor/Bidder”)

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities.

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness/transparency in its relation with its Seller/Vendor/Bidder. In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/Contract between us.

In order to achieve the goals, MMTC has appointed Shri D.R.S Chaudhary as an Independent External Monitors (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
 - a) No employee of MMTC, personally or through family members will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC will during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) the same information and will not provide to any Seller/Vendor/Bidder any confidential/additional information through which the Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) 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 substantive suspicion in this regard. MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Seller(s)/Vendor(s)/Bidder(s)/Supplier(s)

1. The tender/auction/e-auction/e-sale/sale/purchase 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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) will not enter with other Seller(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Seller(s)/Vendor(s)/Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans business details including information contained or transmitted electronically.
 - d) The Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) will, when presenting has 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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) into question. MMTC is entitled to disqualify the Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) into question. MMTC is entitled to also exclude the Seller(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Seller(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover form the Vendor liquidated damages equivalent to 1% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Seller(s)/Vender(s)/Bidder(s) can prove that the exclusion of the Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) before Contract Award or the termination of the Contract after the Contract Award is higher that 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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/ Bidder(s)

1. MMTC will enter into agreements with identical conditions as the one with all Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) without any exception.
2. MMTC will disqualify from the tender process all Seller(s)/Vendor(s)/Bidder(s)/Supplier(s) who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Seller(s)/ Vendor(s)/ Bidder(s)

If MMTC obtains knowledge of conduct of Seller(s)/ Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 representative of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 Seller(s)/Vendor(s)/Bidder(s)/Supplier(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 obtain 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 his by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, substantiate suspicion of an offence under relevant Anti Corruption Laws of India and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “IEM” would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the 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 partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of MMTC)
(Official Seal)

(For & on behalf of Seller/Vendor/bidder)
(Official Seal)

Place:.....

Date :.....

Place:.....

Date :.....

Witness

1.....

Name :

Address:

Witness 1.....

Name :

Address:

Witness

2.....

Name :

Address:

Witness 2.....

Name :

Address:

VENDOR EMPANELMENT FORMAT

S. No.	PARTICULARS	DETAILS
1	(a) Name and address of Supplier Year of Establishment	
	(b) Please specify whether you are: Manganese Ore Producer or Trader	
	(c) Name of contact person	
	(d) Telephone No.	
	(e) Fax No.	
	(f) E-mail id	
	(h) Company Profile: Attach supporting documents such as company brouchers etc.)	Yes/No
	(i) Solvency Certificate from the bank(Attached)	Yes/No
	(j) Copies of Purchase orders in support of supplies	Attached/Not attached
	(k) Copies of Performance Certificates(Attached)	Yes/No
	(l) Experience Certificate(Attached)	Yes
	(m) All terms and conditions specified in EOI	Accepted/Not Accepted
2	In case EOI submitted as Joint Venture/Consortium Details of Joint Venture/Consortium Partner	
	(a) Copy of Agreement (Attached)	Yes/No
	(b) Name of CEO	
	(c) Address of company	
	(d) Telephone & Fax No. of CEO	
3	Has the company been black listed / banned by any Government Undertaking from participating in any tenders for supply of Manganese Ore	Yes/No
4	Whether blacklisted / banned on the date of application.	Yes/No
5	Pre-Contract Integrity Pact	Attached/Not attached

Certified that the above information is true

Dated:

Signatures:

Name & Designation

Place

Company Seal