



A Govt. of India Enterprise  
*Touching Lives, adding value*  
NIC Building(4<sup>th</sup> Floor); 8, India Exchange Place / एनआईसी बील्डिंग (चौथी मंजिल); 8, इंडीया  
एक्स्चेंज प्लेस

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**PAN NO.AAACM1433E**  
**CIN L51909DL1963GO1004033**

**EOI No MMTC/KOL/C&HC/EOI/2015-16/01 Dated 28.03.2016**

**Expression of Interest for Empanelment of Suppliers of  
Steam coal (Domestic)**

**Closes on 28.04.2016  
At 1500Hrs**

**Terms and Conditions of the EOI**

**MMTC Limited invites Expression of Interest for selection of Suppliers of steam coal for supply to MMTC. MMTC receives requirement for procurement of steam coal from Indian Companies from time to time.**

**The details of EOI are as follows:**

**1.Commodities**

**Steam coal (Domestic)**

**2. Pre- Qualification criteria for selection of prospective Supplier:** The supplier has to submit the following documents/ details in order to be considered for the empanelment process

- a. Brief details of the company. The supplier should have minimum two years of experience i.e F/Y 2013-14 and F/Y 2014-15 in the Commodity for which the application is being made. The bidder should have also a cumulative minimum annual turnover of Rs.50 crores is required in the last two financial years i.e F/Y 2013-14 and F/Y 2014-15 in the commodity for which application is being made.
- b. Audited Profit and loss account and balance sheet for the past 3 years i.e F/Y 2012-13, F/Y 2013-14 and F/Y 2014-15.
- c. Supplier shall submit Dun & Bradstreet Report/CARE/CRISIL, not more than one year old.
- d. Copy of documents MOA, Article of Association and certificate of incorporation duly self attested.



e. Board Resolution/ letter from partners authorizing all or any one of the Directors/Partners to sign the documents.

f. Copy of Identity proof and passport sized photographs the Directors/ Partners/Proprietors.

g. Bank details.

h. Affidavit to the effect that the supplier has not been blacklisted by Indian Govt. agencies/State Agencies/ MMTC as on date.

### **3. Scope of work**

- a. The selected applicants will form part of MMTC's panel which will act as backup suppliers of steam coal (Domestic) for all regional offices and corporate office of MMTC Limited.
- b. MMTC shall intimate all empanelled suppliers about the requirement/ enquiry of buyer of steam coal from time to time.
- c. MMTC shall invite Limited tenders for price bids. The empanelled suppliers shall submit price bids in sealed envelopes.
- d. The supplier may also be required to submit EMD/ Performance Bank Guarantee which will be decided by MMTC on contract to contract basis.
- e. Payment terms will be specified on contract to contract basis between MMTC and the supplier, based on payment term with the back up buyer.
- f. In case the value of the contract exceeds Rs 20 Crores the supplier will also be required to sign Integrity pact. A copy is attached at Annexure -II
- g. The selected supplier(s) shall ensure compliance of all the Government regulations/conventions/ policies/ guidelines/ orders etc in force related to any or all of the above activities
- h. Supplier shall undertake to abide by the statutory requirements of the Indian Government from time to time.
- i. Any other jobs as and when required in regard to the commodity.

### **4. Submission of Expression of Interest**

- a. The EOI document can be downloaded from our website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or the central government e procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in). The same can also be obtained from General Manager (C&HC), MMTC Limited, 4<sup>th</sup> Floor, NIC Building, 8, India Exchange Place, Kolkata-700 001
- b. The EOI has to be submitted in the Tender box kept at MMTC Limited, 4<sup>th</sup> Floor, NIC Building, 8, India Exchange Place, Kolkata-700 001. The applications have to be submitted before 1500 Hrs on 28.04.2016
- c. The last date of submission of EOI is 1500 Hrs on 28.04.2016 applications received after the closing of EOI will not be entertained.
- d. Applications received from Fax and email will not be entertained. Only applications received in the tender box through by hand or registered post will be considered.
- e. Applications incomplete in any form or misstating the facts will be summarily rejected.



## 5. General Terms and Conditions

- a. It may be noted that this EOI is only for supply **steam coal** to Indian trade.
- b. MMTC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons whatsoever. It may be noted that this EOI is only for supply of **steam coal** to Indian trade.
- c. Empanelment of Suppliers from the EOIs received will be done as per the criteria specified.
- d. Empanelment of suppliers by MMTC does not entail any commitment from MMTC for contracts during the validity of empanelment.
- e. MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective applicants.
- f. The terms mentioned in this EOI are only illustrative and not exhaustive. The chosen supplier will be required to enter into contract as devised by MMTC to fully protect MMTC's interest and also the interest of prospective customers.
- g. MMTC is not bound contractually or in any other way to any prospective supplier to this EOI. MMTC is also not liable for any cost or compensation incurred by the bidders to this EOI.
- h. 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 party and extended further through mutual agreement. Validity of EOI can also be terminated by MMTC at its sole discretion with a notice of one month.
- i. Ownership of EOI documents and information therein (all EOI documents) shall be property of MMTC on submission. Where the prospective supplier wants the information provided to be kept confidential as such disclosure would unreasonably affect suppliers 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 suppliers stated wishes and access to such information will be determined under provisions of RTI Act 2005.
- j. This EOI is only for empanelment of supplier. However, MMTC is in no way bound to limit its business enquiry/ circulars to empanelled suppliers only. MMTC may float Global/ Local tenders from other supplier also.
- k. For each transaction separate agreement /contract shall be entered into detailing terms and conditions.

## 6. Mode of Submission

The bids(s) is / are to be submitted as per Annexure I (To be filled up and docs attached). Envelop superscribing "Tender No. **EOI No MMTC/KOL/C&HC/EOI/2015-16/01 Dated 28.03.2016** for **Expression of Interest for Empanelment of Suppliers of Steam coal (Domestic)**."

Please send your bids in SEALED ENVELOP addressed to:

The General Manager (C&HC)  
MMTC Limited  
NIC Building (4<sup>th</sup> Floor)  
8, India Exchange Place  
Kolkata- 700 001



- 7. ARBITRATION:** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rule of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The governing law shall be Indian Law and the venue of Arbitration shall be at Kolkata. All suits and legal proceedings in any matter arising out of the tender shall be triable only by the appropriate civil court at Kolkata, India.



**Annexure -I**

**FORMAT (TO BE FILLED UP) BY PROSPECTIVE ASSOCIATE SUPPLIERS  
PARTICULAR DETAILS**

1. Name and Address of the Supplier

2. Name Of Contact Person  
Telephone Number  
Fax No  
Email Id

3. Name of Commodities Please tick mark the item of interest from the for which empanelment is required following:-

4. Monthly Supplying Capacity:

5. Quantity Supplied :-

	Quantity supplied (MT)	Value in Rs. Crores
Year 2012-13		
Year 2013-14		
Year 2014-15		

6. Details of organization to which supply was made along with the volumes supplied.  
Supporting Documents of the organization Attached Not Attached

1. VAT, CST
2. Bank Reference Certificate
3. Authority Letter
4. ID Proof of the Directors attested by bank
5. Affidavit to the effect that the supplier has not been blacklisted by Govt. agencies/State Agencies/ MMTC as on date.
6. 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.

Dated :

Place:

Signature:

Name & Designation  
Company Seal



## ANNEXURE-II

### INTEGRITY PACT

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Between

MMTC Limited hereinafter, referred to as "MMTC",

And

..... hereinafter referred to as "The Vendor"

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 the Agreement/ Contract ..... entered between us.

In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) as an Independent External Monitor (IEM). His contact details are as follows:

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

Contact No.919958122077  
Email id : bijoychat@gmail.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:
2.
  - 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.
3. 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 measures 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, MTC 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.
3. 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. 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 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.

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(For & on behalf of MMTC)  
Buyer/Vendor/Bidder)

(Office Seal)

.....

(For & on behalf of

(Office Seal)

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address :