



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 Fax #: 0091-011 24364105-06

Website : www.mmtclimited.com

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

Date: .14.07.2017

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Sub: EOI FOR EMPANELMENT OF MINE OWNERS/PROCESSORS/SUPPLIERS FOR SUPPLY OF MINOR MINERALS FOR EXPORTS BY MMTC.

MMTC Limited invites EOIs from Mine Owners/Processors/Suppliers who wish to be empanelled for supply of Minor Minerals for export by MMTC. 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 **14.08.2017**.

Addl. General Manager (Min)



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

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

Website : www.mmtclimited.com

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

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Sub: EOI FOR EMPANELMENT OF MINE OWNERS/PROCESSORS/SUPPLIERS FOR SUPPLY OF MINOR MINERALS FOR EXPORTS BY MMTC.

MMTC Limited, a Govt of India Enterprise, invites EOIs from Mine Owners/Processors/Suppliers who wish to be empanelled for supply of Minor Minerals like Bentonite, Sand Stone, Bauxite, feldspar etc for exports by MMTC. Interested parties are requested to submit their EOIs as per details contained herein :

1.0 ELIGIBILITY CRITERIA:

- i) The applicant should be Minor Minerals mine owner / processor / supplier with requisite valid permits for sale and transfer of Minor Minerals, wherever applicable.
- ii) The applicant should preferably be in possession (through lease or legally arranged) of a plot/godown at port of loading of appropriate size for converging/storage of Minor Minerals till shipment in case of FOR/FOB/CFR/CIF purchase by MMTC.
- iii) The applicant should not have been blacklisted, debarred or banned by any central government or state government agency (ies) / organisation (s) on the date of submission of EOI (format enclosed).
- iv) In case the applicant is not a mine owner and / or processor, then the applicant may submit document evidencing linkage with the mine owner(s) /Processor (s) for regular supply of the required grade material.

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) A latest positive Bank reference report, in original (not older than six months from the date of application).
- iv) Copies of PAN and GSTIN Registration certificate etc.
- v) Satisfactory or equivalent Credit rating issued within six months 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.

- vi) Documentary proof of Eligibility Criteria as mentioned above. (Copies of trading licence, storage licence, etc. pertaining to Minor Minerals may also be submitted).
- vii) Information/details as per Annexures-I & II.

MMTC reserves the right to ask mine-owners/processors/suppliers for furnishing additional documents/details other than those specified hereinabove, if deemed necessary.

3.0 TERMS OF SUPPLY:

- i) Selected applicants shall be responsible for delivery of cargo at the designated plot/godown at port of loading at their own cost for FOR/FOB/CFR/CIF purchase by MMTC. The supplier shall be both CONSIGNEE and CONSIGNOR of the cargo for convergence of cargo till Port plot / container station. The suppliers shall be required to adhere to the contractual cargo specifications and delivery parameters.
- ii) The empanelled supplier would regularly inform MMTC about converging the cargo at port plot/godown/container station and also the specifications (both chemical and physical) of the material.
- iii) **In case of back to back contract** where terms agreed by MMTC with overseas buyer(s) are acceptable to the local Supplier, a contract between empanelled supplier and MMTC shall be entered into. All terms of export contract signed between MMTC and overseas buyer shall apply *mutatis mutandis* to local Supplier.
- v) MMTC shall pass on the export proceeds on its receipt from overseas buyers after deducting MMTC's trading margin and other expenses incurred and likely to be incurred including unsettled demurrage, loadport/disport weight and analysis, etc.
- vi) The supplier shall be responsible for quality and quantity of material exported and MMTC in no way shall be held accountable for the same.
- vii) All expenses during the course of exports like Export Duty, port charges, etc. to be borne by the supplier. Such amounts shall be remitted in advance to enable MMTC as an exporter to tender the same to the concerned authorities. No interest shall be payable by MMTC on such amounts remitted. However, copies of documents evidencing payments will be provided to the supplier.
- viii) MMTC Ltd. shall be the exporter and the back-up supplier shall furnish an undertaking for discharge of bond submitted to Customs by MMTC at the time of shipment. All taxes, export duty, charges, levies, cess, etc. shall be to the account of the supplier.

4.0 OTHER TERMS:

- i) The supplier will also be required to sign Integrity Pact with MMTC in case purchase/shipment value is more than Rs. 20 crs.
- ii) The selected supplier shall ensure compliance of all Central/State Government legislations, policies, guidelines, orders etc. related to any or all of the above activities/commodities. The supplier shall undertake to abide by the statutory requirements and guidelines of the Central /State Governments from time to time.

- iii) MMTC reserves the right to accept or reject any offer of empanelment notice without assigning any reasons whatsoever. The decision of MMTC in this regard shall be final and binding on all participating suppliers.
- iv) Empanelment of suppliers 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 prospective bidders.
- v) The applicant shall keep MMTC indemnified and harmless at all times against any losses, claims, liabilities, proceedings, damages etc arising out of indented transactions or in connection with any of the terms and conditions of this EOI and subsequent agreements, if any.
- vi) Prospective suppliers who qualify as empanelled suppliers to MMTC would be individually notified after the evaluation process of empanelment is complete.
- vii) Corrigendum/addendum issued, if any, shall only be hoisted on website mentioned above.
- viii) 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.

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. Non-availability of material will not be an excuse to the Seller for not performing their obligations under the contract.

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 suppliers would be drawn based upon the acceptable bids received in response to this EOI and such empanelled buyers shall be informed accordingly. However, other mine-owners/processors/suppliers 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 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 part 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.

(ii) 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.

(iii) 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 bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

The empanelment shall be processed on FIRST cum FIRST SERVE BASIS. 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 **14.08.2017** at the following address or at any MMTC’s office located in different States, addresses of which are available at MMTC website www.mmtclimited.com:

AGM (Minerals),
MMTC Limited,
Corporate Office,
Core-I, Scope Complex,
7 Institutional Area, Lodhi Road
New Delhi-110 003.
Phone : 011-24381513 Mob : 8800896565
Fax : 011-24364106-24362072
e-mail id : lmbagga@mmtclimited.com

Addl. General Manager (Min)

EOI FOR SUPPLY OF MINOR MINERALS

<i>Sl. No.</i>	<i>Particulars required</i>	<i>Supplier's Information</i>
1.	Name of the Bidder, complete address, phone/fax Nos. and e-mail ID	
2.	Details of ownership / status/constitution of firm	
3.	Addresses/details of Minor Minerals mines/facilities available, products with complete specs, packing etc & annual capacity	
4.	Approx. Quantity / Value (product-wise) of production / sales /exports for last 1-3 financial years	
5.	Name of the major Indian /overseas buyers to whom supply has been made.	
6.	Has the bidder been blacklisted/banned in the past by Central/State Govt. of any other agencies ? If yes, details thereof	
7.	Whether member of FIMI or any other trading / manufacturing bodies? if yes, please furnish details	
8.	Whether SME/MSME	
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 bidder
Name & Designation of the signatory

Place :

Date :

Mandatory information to be submitted alongwith EOI

Company Details:

Company Name :	
Registration No. :	
PAN No. :	
GSTIN No.	
Registered Address :	
Names of Partners / Directors :	
Bidder Type :	Indian
City :	
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 bidder : _____

Name : _____

Designation : _____

Date : _____

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.