



**MMTC LIMITED**

**Corporate Office**

**Projects & General Trade Division**

**Core-1, Scope Complex,**

**Lodhi Road,**

**New Delhi-110 003**

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**NOTICE INVITING EXPRESSION OF INTEREST FOR APPOINTMENT OF AGENTS IN JORDAN**

**FOR**

**SUPPLY OF ENGINEERING GOODS.**

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MMTC Limited (MMTC) is a Government of India Enterprise (under the administrative control of Ministry of Commerce and Industry) having its Corporate Office at Core 1 Scope Complex, 7 Lodi Road Institutional Area New Delhi-110 003 (hereinafter called 'MMTC'). MMTC is a Premier International Trading Organization of India with experience of handling international and domestic business for over five decades and has been handling import and export of various kinds of products and commodities.

2. MMTC is considering for appointment of a reputed well-established organization in Jordan to act as an agent of MMTC for trade in various engineering items manufactured in India. The agent is expected to have adequate experience in similar fields and is expected to liaise with all concerned Government Departments and Agencies in Jordan. The engagement as agent shall be purely on contractual basis for an initial period of TWO years 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.

3. MMTC Ltd desires to focus on the Export of Engineering goods from India especially Construction & Mining equipments , all specific purpose vehicles , Rails etc , Power Transmission Lines and related Electrical products etc.

4. Interested organizations in Jordan are requested to send application furnishing complete details of their names, addresses, ownership structure, quantum of business being handled in Engineering goods in the Hashemite Kingdom of Jordan .

5. The applications, in two part bidding system in the attached formats, must be addressed to **Dr. A P Mishra, Additional General Manager, General Trade Division, MMTC of India Ltd., Core 1, 3<sup>rd</sup> Floor, Scope Complex, Lodi Road, New Delhi-110003 (India)** and should reach MMTC latest by **1500 hrs IST on 28.02.2020.**

6. Pre-Qualification Bids / Envelope - I **shall be opened at 1600 hrs on 28.02.2020** in MMTC's office in the presence of bidder's representatives desirous to be present. Price Bids / Envelope II of only the technically qualifying Bidders shall be opened after evaluation of pre qualification bid. Bidder will be informed time, date and venue of opening the price bid at least one working day prior to the opening of price bid.

7. MMTC reserves the right to reject the bids without giving any reasons thereof. Incomplete applications are liable to be rejected. 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 should be kept confidential or disclosure of this information would unreasonably affect the applicant's business, notice is to be given at the time of delivery of such information or documents by marking such information 'confidential'. As far as possible and practicable, MMTC will give effect to applicant's stated wishes and requests for access to such information will be barred under normal circumstances. MMTC is

not obliged to accept or respond to applicant requests for information on the status and progress of EOI evaluation process.

8. MMTC is not bound contractually or in any other way to any applicant to this Expression of Interest. MMTC is not liable for any cost or compensation in relation to this consideration of this Expression of Interest.

9. 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 Rules 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 the Indian Law and the venue of Arbitration shall be New Delhi. The award shall be made within a period of twelve months from the date arbitration tribunal enters into the reference.

10. The issue of this Expression of Interest does not in any way commit or otherwise obliges MMTC to proceed with all or any part of a tender process. The EOI Request is not the subject of any process contract or any contractual obligations between MMTC and applicants or potential applicants to this Expression of Interest. MMTC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the applicants.

**11.DISCLAIMER** The issue of this document does not in any way commit or otherwise obliges MMTC to proceed with all or any part of a tender process.

**12. INDEMNITY:**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this EOI.

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

**13 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.

#### **14 Holiday Listing**

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday listing of an agency mutatis mutandis applies to this EOI 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.

Additional information / Corrigendum / Addendum regarding the EOI shall be posted on MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) & [www.eprocure.gov.in](http://www.eprocure.gov.in) only from time to time. No press advertisement shall be issued for the updation / Corrigendum / Addendum. Prospective bidders are therefore advised to regularly visit these websites to update themselves.

1	<b>SCOPE OF WORK</b>	The agent is required to have adequate experience in the field of Engineering goods and required to liaise with all concerned Private and Government Departments in Jordan
2	<b>ORGANISATION DETAILS</b>	<p>Name:</p> <p>Address:</p> <ol style="list-style-type: none"> <li>1. Name of bankers, their addresses and their certificate on the financial condition of applicant:</li> <li>2. Income tax code/statements: (Copy of the tax clearance certificate as proof to be enclosed).</li> <li>3. Valid agency registration certificate from the concerned office of Government of Jordan. (Certified photocopy as proof to be enclosed).</li> <li>4. Copy of Local tax registration certificate</li> <li>5. Ownership structure:</li> <li>6. Balance sheet and Annual report for last three financial years.</li> <li>7. Names, addresses and contact numbers/email IDs of Directors:</li> <li>8. Experience in working as agent on behalf of overseas suppliers for Engineering goods: Other relevant information, if any:</li> <li>9. Names of overseas companies on whose behalf the applicant represented as agent for Engineering goods</li> </ol>
3	<b>QUALIFICATION CRITERIA</b>	<p><b>A.</b> The Applicant must be a registered body in Jordan be it a Proprietary Firm or Limited Company or Partnership Firm. Applicants have to necessarily submit documentary evidence in support of the above.</p> <p><b>B.</b> Applicant must be registered under Law of Jordan and in this context, copies of the following registration documents must be enclosed:- Tax Clearance Certificate.</p> <p><b>( C )</b> Registration certificate from the concerned office of Government of Jordan</p>

4.	<b>FUNCTIONS OF AGENT</b>	<ol style="list-style-type: none"> <li>1. Provide commercial and technical information to MMTC to get orders from buyers in Jordan</li> <li>2. Assist in preparing technical and commercial offers to buyers in Jordan and submission of the same on behalf of MMTC.</li> <li>3. Advise MMTC during contract negotiations with buyers in Jordan and also in any future negotiations of price, terms and conditions, provide relevant data to enable negotiations to be undertaken effectively.</li> <li>4. Assist in the preparation of the Contract.</li> <li>5. Assist in scheduling, documentation and coordination in supply of Engineering goods to buyers in Jordan.</li> <li>6. Extending assistance in handling and resolution of grievance of buyers, if any, in Jordan or their associates in respect of export of Engineering goods and other general goods.</li> <li>7. Assist MMTC to develop and maintain good relations with buyers in Jordan.</li> <li>8. Use its best endeavors to communicate as soon as any significant changes take place in the local market of Jordan pertaining to Engineering goods.</li> <li>9. Inform MMTC of competitors' activities, deliveries, prices and plans.</li> <li>10. Provide information and coordination as requested by MMTC with regard to buyers in Jordan</li> <li>11. Maximize the goodwill, trust and understanding between MMTC and buyers in Jordan</li> <li>12. Carry out any other tasks as required by MMTC from time to time</li> </ol>
5	<b>TERM OF APPOINTMENT</b>	TWO years 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	<b>COMPENSATION / REMUNERATION</b>	<p>The agency commission to be quoted in U S Dollars (all inclusive) <b>Agency Commission</b> as a percentage of value of contract (Cost of goods excluding statutory taxes like customs duty, taxes etc). The charges should be inclusive of all applicable taxes in Jordan.</p> <p>The agency commission shall be calculated on actual value on realization by sales proceeds by MMTC as per the Price bid quote.</p> <p>The agent shall be paid the Commission only after satisfactory performance of the Contract between MMTC and buyer in Jordan and after realization of</p>

		<p>100% of export proceeds by MMTC and on release of performance guarantee ,if any, furnished by MMTC to the buyer in Jordan</p> <p>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>Payment shall be released after receipt of commercial invoice from the agent.</p> <p>TDS/other taxes applicable in India shall be deducted as per statutory requirements</p> <p>No remuneration / Commission would be payable in case the export contract does not materialise.</p>
7	<b>DETAILS OF FOREIGN PRINCIPALS FOR WHOM SUCH WORK IS BEING CARRIED OUT ON REGULAR BASIS</b>	To be indicated by the applicants with documentary evidence.
8	<b>VALIDITY</b>	Offers should be <b>valid upto 30 days</b> from the date of opening the price bid. However, same rate will remain valid till validity of Agreement / contract.
9	<b>GENERAL TERMS</b>	<p>1.Successful applicants shall be required to furnish a Performance Guarantee Bond in the form of Bank Guarantee (BG) amounting to Indian Rupees 1,00,000/- . The format of BG shall be provided once the contract is awarded. Bank Guarantee to be kept valid for a minimum period of 12 months after the successful execution of the contract.</p> <p>2. The bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc. from any third party or otherwise arising out/or in connection with this EOI.</p> <p>3. The bidder 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 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>MMTC reserves the right to summarily reject the offers without giving any reasons thereof. Incomplete applications are liable to be rejected.</p> <p><b>The applications are to be submitted latest by 1500 hours on 28.02.2020 in physical mode</b> for which the applicants have to submit their offers in sealed envelopes to be dropped in tender box placed <b>at Third floor at MMTC of India Limited, Core 1, 3<sup>rd</sup> Floor, Scope Complex, Lodi Road, New Delhi 110003.</b></p> <p>MMTC reserves the right to terminate the appointment within validity of agreement/contract without assigning any reason thereof.</p> <p>All applicants are required to submit their offers in TWO BID SYSTEM i.e. in two separate envelopes. <b>Envelope I</b> to be labeled as <b>“Pre- qualification Bid”</b> and to be filled as per <b>Annexure I</b> and <b>Envelope II</b> to be labeled as <b>“Price Bid-Compensation / Remuneration charges”</b>. Both the envelopes should be separately sealed and superscribed with EOI No. &amp; Date, Name &amp; address of applicant and Date of EOI Opening. Both envelopes should thereafter be kept in a bigger envelope and sealed. This envelope should also be superscribed with the EOI No. &amp; Date, Name &amp; address of applicant and Date of EOI Opening.</p>
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ANNEXURE-I

**PRE- QUALIFICATION BID ( Envelope I )**  
**PROSPECTIVE AGENT APPLICATION FORMAT**

<b>PARTICULARS:</b>	Name ( To be filled by Applicant )	
	Address	
	Name of the bankers, their addresses and their certificate on the financial condition of the applicant.	
	Income tax code / statements: (Copy of the tax clearance certificate as proof to be enclosed)	
	Registration certificate from the concerned office of Government of Jordan (certified copy of the certificate as proof to be enclosed)	
	Sales Tax / VAT registration details(VAT registration certificate to be enclosed) of Bidders country.	
	Ownership structure (To be attached as separate sheet) Sole proprietor / Partnership / Pvt.co / Public co.	
	Name, Address and contact numbers/email IDs of Directors	
	No. of years of experience in working as agent on behalf of overseas suppliers for supply of Engineering goods.	
	Other relevant information, if any Name of overseas suppliers on whose behalf the applicant	

**1. Organization details**

	represented as agent for Engineering goods	
2. One Set of EOI Document duly signed and stamped on each page as a token of acceptance of all Terms and Conditions	Attached	
3.Details of contracts handled as Agent for Engineering goods tenders issued in Jordan (Documentary Proofs to be attached) In the year 2016-17		Total Value (Specify currency)
In the year 2017-18		
In the year 2018-19		

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 Signatures:

Name & Designation Place

Company Seal

ANNEXURE-II**PRICE BID-Compensation/Remuneration Charges ( Envelope II )**

Offer Ref. No. \_\_\_\_\_ Date \_\_\_\_\_

Name of Applicant: \_\_\_\_\_ Address \_\_\_\_\_

: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone no: \_\_\_\_\_ ; Fax No: \_\_\_\_\_ ; E-mail ID: -----

Description	In Percentage
Agency Commission as a percentage of value of contract (Cost of Cotton exported excluding freight, statutory taxes etc)	

Note:

We have carefully gone through the terms and conditions of the EOI No. MMTC/ CO/GT/AGENTS dated 14.02.2020 and hereby agree to abide by the same without any deviation/condition.

Name & Signature of the Applicant With Seal  
of Designation

Place: Date:

\_\_\_\_\_

\_\_\_\_\_