



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)

Phone No. +91 11 24362200, Fax +91 11 24364105

PAN NO.AAACM1433E

CIN L51909DL1963GOI004033

Invitation for Expression of Interest (Eoi) for **Continuous Empanelment** of Manufacturers / Traders with specific Steel Mill Authorization for supplying CRGO (Industrial use) regularly on long term basis .

Please note that **1st of every month** all eligible Eoi application/s shall be considered for empanelment in MMTC for a period of (3) Three years.

This invitation shall be kept opened **for one year i.e. till February 2020.**

Closing At 1500 Hrs (IST) on 01.03.2019

COPY OF Eoi DOCUMENT CAN BE DOWNLOADED FROM WEB SITES:

www.mmtclimited.com

&

<http://eprocure.gov.in>

Notice Inviting Expression of Interest (**Eoi**) for Continuous Empanelment of Overseas Manufacturers / Traders & Suppliers (with specific Steel Mill Authorization) for Import of **Cold Rolled Grain Oriented Steel (CRGO)** at Indian Ports.

Closes on **01.03.2019 at 1500 Hrs (IST)**

Terms and Conditions of the EOI

MMTC Limited is a Govt. of India Enterprise, having its Corporate Office at Core-1, Scope Complex, Lodhi Road, New Delhi-110 003 (hereinafter called MMTC). MMTC Limited was set up in 1963 under the Ministry of Commerce, Government of India. The company is engaged in international and domestic trading of commodities, which include Minerals, Precious metals, Non-Ferrous metals, Steel, Power, Fertilizer & Fertilizer raw materials, Coal & Hydrocarbon, Agro commodities and General trade.

MMTC has a strong nation-wide presence with offices covering all the major consumption centers and port towns in India .

MMTC invites "Expression of Interest (EOI)" from reputed Overseas Manufacturers / Traders & Suppliers (with specific Steel Mill Authorization) with past experience engaged in supply/Export of Cold rolled Grain Oriented (CRGO) Steel coils at Indian ports. CRGO is required for domestic transformer industry. MMTC is interested to shortlist reputed Overseas Manufacturers / Traders & Suppliers (with specific Steel Mill Authorization) willing to supply CRGO at a competitive price on regular basis both through container and on break-bulk basis at Indian Ports for sale in domestic market .

MMTC reserves the right to invite open tenders for import of CRGO and empanelled suppliers under the EoI will have no precedence or rights over such tenders. The empanelled suppliers under the EoI can also participate in such tenders.

2. Material Quality:

MMTC imports quality material, conforming to international specification. Customers of MMTC include institutional buyers, who have stringent quality norms for accepting raw materials. Quality certificate from producer/assayer is essentially a part of MMTC's purchase contract. CRGO should conform to IS 3024:2015 standards

Indicative details of CRGO required are as below:

S.No.	Material Description		
	Grade	Thickness	Losses at 1.7 Tesla
1.	M-4	0.27 MM	1.10W
2.	23 HPD85	0.23 MM	0.75 W
3.	23 MOH	0.23 MM	0.90 W

The width of the coil should be 1000 mm & weight of the coil should be 3 Ton (Indicative).

3. Pre- Qualification criteria for selection as a prospective Supplier:

The supplier has to submit the following documents/ details in order to be considered for the empanelment process:

- a) Brief details / Corporate Profile of the company.
- b) The Overseas Manufacturers / Traders & Suppliers (with specific Steel Mill Authorization) should have minimum three years of supplying / export experience in CRGO (documents required – copy of Bills of Lading showing the bidder as consignor / exporter/supplier).
- c) Minimum supply of 30,000 MT/year of CRGO in the Indian market is required to be fulfilled by the supplier in any of the last three years w.r.t imports into India through both Break Bulk and Containerized. Bidders to attach documents showing proof of export of 30,000 Mts CRGO to India in any one financial year during previous three financial years.
- d) The supplier shall clearly mention monthly supply capacity of CRGO (bidders self declaration on their letter head).
- e) Traders can also participate with specific authorisation from Mills authorizing the trader to represent them for the supplies to be made under the EOI. Traders participating in the EOI without original Letter of Authority from the Mills /manufacturers will be summarily rejected.
- f) Annual report of the bidder for past three financial years i.e. from 2015-16, 2016-17 and 2017-18 or calendar year 2017, 2018 and 2019 (If financials for 2019 are not finalized, financials of 2016, 2017 and 2018 may be submitted).
- g) The supplier required to submit D&B/S&P/Moody Credit Rating Certificate with rating "FAIR" or above and it should not be older than one year on the date of opening of EoI / valid on the date of opening of EOI.
- h) Copy of document like Certificate of Incorporation duly self-attested.

- i) Board Resolution/ letter from partners authorizing all or any one of the Directors/ Partners to sign the documents.
- j) Affidavit/Declaration to the effect that the supplier has not been blacklisted by Indian Govt. Agencies/ State Agencies/ MMTC as on date.
- kl) Mills Registration with appropriate authority for BIS (Bureau of Indian Standards) Copy should be attached.

4. Scope of work:

- a) The selected applicants will form part of MMTC's panel which will act as backup suppliers for MMTC Limited. MMTC expects to regularly import CRGO with its panel of suppliers on CIF / C&F / CFR basis for discharge port (Indian).
- b) The prices and commercial terms will be decided subsequently with the empanelled suppliers.
- c) 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.
- d) Supplier shall undertake to abide by the statutory requirements of the Indian Government from time to time.

5. Submission of Expression of Interest:

- a) The EoI document can be downloaded from our website www.mmtclimited.com or the central government e-procurement portal www.eprocure.gov.in. The same can also be obtained from General Manager (Projects), MMTC Limited, Core 1 Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003 (email ID & Contact number to be provided).
- b) Those suppliers who are interested to be empanelled with MMTC and meet the specified criteria may apply with full details, indicating:
 - i. Name and designation of authorized official to deal with.
 - ii. Details about Applicants Banker like complete address and contact details.
 - iii. Certificate from their leading Bankers indicating period of their association with the company, name and designation of the authorized signatories of the company, registered address and present status of the company.
 - iv. Other documents as per Clause 3 of this EOI.
- c) The EoI has to be submitted in the box kept at Projects Division , MMTC Limited, Corporate office, 3rd Floor, , Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi- 110 003.

- d) The applications have to be submitted before **1500 Hrs (IST) on 01. 03 2019** for consideration on **1st March 2019**.
- e) Applications received after **01. 03 2019** shall be considered in the next date of opening of EOI.
- f) Applications incomplete in any form or misstating the facts will be summarily rejected.
- g) The EoI documents must be duly page numbered and signed on all the pages as a token of acceptance of all the terms and conditions.
- h) May also please note that **01st** of every month **till February 2020** all eligible EOI applications shall be considered for empanelment in MMTC for a period of three (**3**) years from the date of empanelment. **However, the empanelled bidders would be required to submit every year the credit rating report and copy of audited financials.**

6. General Terms and Conditions:

- a) MMTC reserves the right to accept or reject any/all offer of Expression of Interest without assigning any reason whatsoever.
- b) Final selection of Suppliers, from the EoIs received will be done at the discretion of MMTC and the decision of MMTC will be final and binding on all participating parties.
- c) Empanelment of suppliers by MMTC does not entail any commitment from MMTC for contracts during the validity of empanelment.
- d) MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective applicants.
- e) 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.
- f) 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.
- g) 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, at the sole discretion of MMTC. Validity of EoI can also be terminated by MMTC at its sole discretion.
- h) 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 Right to Information (RTI) Act 2005.

- i) MMTC is in no way bound to limit its business enquiry/ circulars to empanelled Suppliers only.
- J) Should accept to abide all terms and conditions for import of CRGO as laid down by Govt. of India from time to time .
- k) Should agree to accept responsibility for all quality claims of the material and Indemnify MMTC on this account.

7. ARBITRATION :

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this EOI 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, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The seat for Arbitration shall be New Delhi.

8. Jurisdiction :

The applicants 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 Tender. All disputes arising out of this Tender shall be decided in accordance with the Laws of India.

9. 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 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 bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

10. HOLIDAY LISTING:

"Notwithstanding anything contained in this agreement. MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of said policy, MMTC at its sole discretion

reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

All terms as per EOI no **MMTC / PROJ - EOI / 2019 / 005 dt.15th Feb.' 2019** will form part of the contract.

11. Disclaimer :

Issue of this document does not in any way commit or otherwise oblige MMTC to proceed with all or any part of the EOI processed. The EOI request is not the subject of any processed contract or any contractual obligation between MMTC and the prospective bidder. MMTC may at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective Associate Manufacturer.

General Manager (Projects)

FORMAT (TO BE FILLED UP) BY Overseas Manufacturers / Traders & Suppliers (with specific Steel Mill Authorization) FOR SUPPLY OF CRGO STEEL

PARTICULAR DETAILS

1. Name and Address of the Manufacturer / Trader or Supplier:

2. Name of Contact Person:

Telephone Number:

Fax No :

Email Id :

3. Name of category for which empanelment is required: CRGO STEEL IN COILS

4. Monthly Supplying Capacity: (In case we expect any minimum quantity, it may be shown here as not less thanMTs)

5. Quantity Supplied:

Years	CRGO Quantity supplied (MT)	Value in USD
2015-16		
2016-17		
2017-18		

6. Supporting Documents of the organization

i) Credit rating report of D&B/S&P/Moody.

ii) Bank Reference Certificate showing fund based and non- fund based limits.

iii) Authority Letter from manufacturer (Ref Clause 3 e).

iv) Affidavit to the effect that the supplier has not been blacklisted by Govt. of India or its PSU /State Govt or its PSU as on date.

v) Any other document as asked for in the EoI.

**** The above information be page numbered & Indexed as per Annexure – I (a.) May please note otherwise will not be considered.**

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.

Date:

Place:

Signature:

Name & Designation

Company Seal

(On Letter Head)

ANNEXURE II

To,

MMTC Limited
Core 1 Scope Complex
Lodi Road Institutional Area
New Delhi-110003

SUBJECT: **UNDERTAKING DATE**_____

Dear Sir,

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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India 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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India 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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India	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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India 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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India 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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India	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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India 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 Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or by Govt. of India or any of the PSU under Govt of India or any state Govt in India or any of the PSU under State Govt in India	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

Signature of bidder

Date

Name & Designation of the signatory.