



**Maharashtra State Mining Corporation Limited,**  
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## **EXPRESSION OF INTEREST**

FOR

Empanelment of Mining Agency/ Mineral Beneficiation Operator /  
Transportation & Handling Contractor of all minerals suggested by  
Maharashtra State Mining Corporation Limited.

**EOI NO.: MSMC/EOI/2018/03**

# Expression of Interest

## 1. General

MSMC was established on 14th November 1973 as the nodal agency for the commercial and profitable exploitation and marketing of all minerals in the state of Maharashtra.

MSMC is headquartered in Nagpur and is under the administrative control of the Principal Secretary – Industries, Government of Maharashtra.

## 2. PRE-QUALIFICATION CRITERIA OF APPLICANTS

Empanelment of Mining Development Operator / Mineral Benefaction Operator / Transportation & Handling Contractor of all minerals suggested by Maharashtra State Mining Corporation Limited.

### 2.1. TECHNICAL QUALIFICATION:-

The Applicant should have experience of Development of Mineral mine in India and should have produced at least 3 million tonnes of Mineral from a single mine in an one year out of last 3 financial year, along with experience of Setting up and/or O&M of the Mineral Beneficiation plant of minimum 1.5 MTPA capacity for a continuous period of minimum 2 financial years in the last 3 financial years

### 2.2. FINANCIAL QUALIFICATION

- The applicant should have an Average Annual Turnover of minimum Rs 400 Crores in last three financial years.
- And, Should have a minimum Net Worth of Rs.200 Crores in last financial year
- And, Should have positive cash accrual
- The applicant has to submit a solvency certificate from the scheduled bank for an amount of minimum Rs.75 Crores.

### 2.3. OTHER CONDITIONS

- Consortium of applicants are not allowed
- Mineral Means – Manganese, Kyanite, Iron Ore, Coal, Lignite, Limestone
- Development: Should have carried out activities of Land Acquisition, Clearances like Mine Plan in mining sector in India on its own.
- Operated/Produced: Means should have carried out mining activities like drilling, blasting, excavation, hauling on its own.

### 2.4. DISQUALIFICATION

- a. None of the contracts awarded to the Bidder should have been terminated or blacklisted in last 10 years due to fault of the bidder in any Government company/undertaking;
- b. An Applicant with any pending legal cases with any Government company/undertaking shall be not deemed fit.;
- c. A company whose Bank Guarantee has been forfeited by any Government company/undertaking.

## **2.5. PRE-CONTRACT INTEGRITY PACT (ANNEXURE 1)**

Duly signed by authorised signatory is to be submitted along with application for empanelment.

## **3. PROCEDURE FOR SELECTION OF SUPPLIER**

In the event a buyer approaches MSMC for Mining Development Operator/Mineral Beneficiation Operator/Transportation & Handling Contractor of all minerals, MSMC shall invite a tender amongst the empanelled suppliers for the same.

## **4. GENERAL TERMS AND CONDITIONS**

- The suppliers shall accept all the terms and conditions of the tender floated by the buyer and in case of order shall, on a back to back basis ,deliver the buyer in the manner desired without any financial involvement on part of MSMC. The bidder shall furnish EMD/Bank Guarantees, as required to MSMC and shall also bear the expenses/bank charges incurred by MSMC in this regard. MSMC shall release payment to the bidder upto the extent received from the buyer within 7 working days upon the receipt and after deduction of all expenses and trade margin. MSMC will not be responsible for delayed payment by the end user and no claim for interest due to delay in payment by end user will be entertained by MSMC.
- The supplier shall ensure compliance of all the government regulations / conventions / policies / guidelines / orders etc.
- MSMC shall be indemnified by supplier from any losses arising out of the claims received from railways, customs , taxation including GST, entry tax and other taxes, if any levied etc and the same shall be deducted from the suppliers during the currency of contract and later anytime. Any such liability on MSMC would be to the account of supplier and would be recovered from their due payments.
- MSMC reserves the right to select or reject any bidder/supplier at the time of empanelment with whom a legal proceeding or arbitration is in progress with MSMC or with any of the public sector undertakings.
- 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.
- The validity of the empanelment would be for 48 months from the date of confirmation by MSMC.
- The above terms and conditions shall have to be considered by the supplier in totality and the bid containing incomplete documents and not complying with the above conditions shall be summarily rejected.
- Any bidder participating in the bid implies that the bidder has accepted all the terms and conditions of the bid.

## **5. INSTRUCTIONS TO APPLICANTS**

The interested applicants 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.

- A. Documents as indicated in para 2 above
- B. Vendor empanelment format as per Annexure 2
- C. One complete set of bid documents duly signed by bidder on each page as token of acceptance of all the terms and conditions.

## **6. DATE FOR SUBMISSION OF EXPRESSION OF INTEREST**

The due date and time for submission of expression of interest is 14.11.2018 at 5.00 PM.

## **7. PLACE FOR SUBMISSION OF EXPRESSION OF INTEREST & METHOD OF DELIVERY**

The expression of interest should be addressed to The Managing Director, MSMC limited address and should be dropped in the tender box placed at the Head Office of MSMC shall not accept courier or registered post or speed post or Facsimile, internet or email responses.

## **8. LATE RECEIVED EXPRESSION OF INTEREST**

Any EOI received after the due date and time shall be summarily rejected.

## **9. REQUEST FOR CLARIFICATION OF EXPRESSION OF INTEREST**

Any clarification desired by applicants must reach MSMC latest by 12.11.2018 upto 12.00 noon. Any request thereafter would not be entertained. Reply to clarifications would be sent through e-mail only.

## **10. DATE OF OPENING OF EXPRESSION OF INTEREST**

The Expression of Interest shall be opened on 15.11.2018 at 11.30 AM at the head office of MSMC.

## **11. OWNERSHIP OF EXPRESSION OF INTEREST DOCUMENTS & INFORMATION THEREIN**

All Expression of interest documents will become the property of MSMC 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 proponents business affairs, notice is to be given at the time of delivery of there information or documents by clearly marking such information "confidential". In so far as is practicable, MSMC will give effect to the applicants stated wishes, and requests for access such information will be determined under the RTI act.

## **12. SHORTLISTING OF APPLICANTS**

- Applicants who qualify as empanelled suppliers to MSMC would be individually notified after the evaluation process of empanelment is complete.
- Notwithstanding anything contained elsewhere in this document, MSMC shall carry out detailed scrutiny and evaluation of the submissions made by the Bidders. MSMC reserves the right to scrutinise, interpret and evaluate the submissions made by the Bidders. MSMC may accept or reject the Bids at its sole discretion based on its interpretation of the terms and conditions of this document. The decision of MSMC in this regard shall be final and binding on the Bidders, consultant and other parties involved in the transaction.
- A Non-refundable empanelment charge of Rs 25000 has to be deposited by each short listed supplier. Empanelment of supplier would be termed completed on receipt of empanelment charges of Rs 25000.

## **13. DISCLAIMER**

The issue of this document does not in any way commit or otherwise obliges MSMC 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 MSMC and Proponents or potential Proponents. MSMC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the Proponents or potential Proponents.

## ANNEXURE 1

### PRE CONTRACT INTEGRITY PACT

Between

Maharashtra State Mining Corporation Limited (hereinafter, referred to as "MSMC")

And

M/s \_\_\_\_\_ (hereinafter referred to as "The Seller/Vendor/Bidder")

#### PREAMBLE

WHEREAS, MSMC is a company dealing in production and sale of various minerals and also working as 'State Nodal Agency' for distribution of coal to various registered SSI units in Maharashtra state.

WHEREAS, MSMC 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 fit to be anIntegral part of the Agreement/Contract between us.

#### SECTION 1 - COMMITMENTS OF MSMC

1. MSMC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
  - a) No employee of MSMC, 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) MSMC will during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Applicants(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Applicants/vendor/Bidder, any confidential/additional information through which the Applicants(s)/vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
  - c) MSMC will exclude from the process all known prejudiced persons.
2. If MSMC 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. MSMC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

#### SECTION 2 - COMMITMENTS OF THE SELLER(S)/VENDOR(S)/BIDDER(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 Applicants(s)/vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MSMC'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 Applicants(s)/Vendor(s)/Bidder(s) will not enter with other Applicant(s) into any illegal agreement or understanding, whether formal or informal. This applied in particular to prices, specifications, certifications, subsidiary contracts, submission of bidder or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Applicant(s)/vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Applicants(s)/vender(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 MSMC as part of the business relationship regarding proposals, plans business details including information contained or transmitted electronically.
  - d) The Applicants(s)/vendor(s)/Bidder(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 Applicant(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 THE TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Applicant(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through aviolation of Section 2 above or in any other form such as to put his reliability or credibility as Applicant(s)/vendor(s)/bidder(s) into question. MSMC is entitled to disqualify the Applicant(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/sale/purchase process or to terminate the contract, if already signed for such reason.

- a) If the Applicant(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 Applicant(s)/vendor(s)/bidder(s) into question. MSMC is entitled to also exclude the Applicant(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 Applicant(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MSMC 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 MSMC has disqualified the Applicant(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to section 3, MSMC is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/Bid Security.
2. If MSMC has terminated the contract according to section 3, or if MSMC is entitled to terminate the contract according to section 3, MSMC shall be entitled to demand and recover from 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 applicant(s)/Vender(s)/Bidder(s) can prove that the exclusion of the applicant(s)/Vender(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 applicant(s)/Vender(s)/Bidder(s) may compensate only the damage in the amount proved. If MSMC can prove that the amount of the damage caused by disqualification of the applicant(s)/Vender(s)/Bidder(s) before the contract award or the termination of the contract award is higher than the amount of liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

## **SECTION 5 - PREVIOUS TRANSGRESSION**

The Applicant(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.

## **SECTION 6 - EQUAL TREATMENT OF ALL APPLICANT(S)/VENDOR(S)/BIDDER(S)**

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

## **SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING APPLICANT(S)/VENDOR(S)/BIDDER(S)**

If MSMC obtains knowledge of conduct of Applicant(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Applicant(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MSMC has sustentative suspicion in this regard, MSMC will inform the same to its Chief Vigilance Officer and/or appropriate government authorities.

## **SECTION 8-INDEPENDENT EXTERNAL MONITOR(S)**

1. MSMC 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, MSMC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MSMC. The Applicant(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 applicant(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MSMC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact of the contractual relations between MSMC and the vendor. The parties offer to the IEM the obtain to participate in such meetings.
5. As soon as the IEM notices, or believed to notice, a violation of this agreement, he will so inform the management of MSMC and request management to 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, MSMC within 4 to 6 weeks from the date of reference or intimation to his by MSMC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MSMC, substantiate suspicion of an offence under relevant Anti Corruption Laws of India and the CMD, MSMC, has not, within the reasonable time taken 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 applicant(s) 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, MSMC.

## SECTION 10 - OTHER PROVISIONS

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of MSMC i.e. Nagpur.
2. Changes and supplements as well as termination notices need to be made in writing. side agreements have not been made,
3. 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 MSMC)  
(Official Seal)

Place  
Date

Witness 1 \_\_\_\_\_  
Name  
Address

Witness 2 \_\_\_\_\_  
Name  
Address

(For & on behalf of Applicant/Vendor/Bidder)  
(Official Seal)

Place  
Date

Witness 1 \_\_\_\_\_  
Name  
Address

Witness 2 \_\_\_\_\_  
Name  
Address

## ANNEXURE II

### VENDOR EMPANELMENT FORMAT

SN	PARTICULARS	DETAILS
1	a) Name and address of the Applicant, Year of Establishment	
	b) Name of the contact person	
	c) Telephone No.	
	d) Fax No.	
	e) E-mail ID	
	f) Company Profile	
	Attach supporting documents such as company brochures etc.	Yes/No
	g) Solvency Certificate from the bank(attached)	Yes/No
	h) Copies of Work Orders in support of Mining Experience	Attached /Not Attached
	i) Copies of Performance Certificates	Attached /Not Attached
	j) Documents in support of beneficiation experience	Attached /Not Attached
	h) All terms and conditions of EOI	Accepted/Not Accepted
2	Has company been blacklisted /banned by any government undertaking/Power Utility from participating in any tenders for supply of coal	Yes/No
3	Whether blacklisted/banned on the date of application	Yes/No
4	Pre Contract Integrity pact	Attached/Not Attached
5	CA certificate confirming the turnover of last three financial year along with net worth of last financial year and cash accrual as on date	Attached/Not Attached

**CERTIFIED THAT THE ABOVE INFORMATION IS TRUE**

DATED

SIGNATURES

PLACE

NAME AND DESIGNATION

COMPANY SEAL