



Corporate Office:

Core-1, Scope Complex, Lodhi Road,

New Delhi-110 003

CIN: LF 51909 DL 1963 GOI 004033

INVITES

EXPRESSION OF INTEREST

EMPANELMENT OF INDIAN MANUFACTURES OF SECURITY EQUIPMENTS.

Expression of Interest (EOI) for Empanelment of Security equipment as Suppliers

MMTC Limited is a Govt. of India Enterprise, having their Corporate office at Core-1, Scope Complex, Lodhi Road, New Delhi- 110 003 (hereinafter called MMTC) MMTC Limited is under the aegis of Ministry of Commerce, Government of India. The company is engaged in interracial and domestic trading of commodities/products. The commodities/products handled by the company are minerals, metals, precious metals, fertilizer & fertilizer raw materials, coal & hydrocarbon, agro commodities and general trading.

MMTC intends to empanel reputed and reliable suppliers of Security equipment like Bullet proof helmet/jackets, Kevlar jackets/helmets, patka, podium, security posts etc required by security agencies and departments of State Governments, Central Government conforming to accepted Standards as specified in the tender by the procuring agencies/departments. Such shortlisted empanelled suppliers will act as Associates/Supporting Manufacturers to MMTC.

MMTC Limited hereby invites Expression of Interest (EOI) from prospective applicants who fulfill the eligibility criteria mentioned below:

Eligibility criteria of applications

Interested domestic manufacturers meeting the following conditions need only apply:-

- 1-** Should be a manufacturer with established infrastructure and been in operation for more than 3 years and should be making profits in each of the two preceding financial years (Please attach last three years audited Profit and Loss account and balance sheet).
- 2-** The applicant should have executed works in past in line with requirements of relevant standards (Attach supporting documentary evidence (like evaluation report etc).
- 3-** The applicant should have a valid ISO certification and quality management system in place (Attach copy of certificates). Preference for empanelment will be given to those manufacturers who are registered with Directorate General of quality assurance.
- 4-** Should have experience of at least three years in supply of security equipments of any one of the item for various state agencies like Police Departments, government

agencies/related government bodies etc. (The completion certificates from various agencies shall be enclosed in support thereof).

5- Annual sales Turnover should not be less than Rs. 3 crores in any of the last three years Audited Accounts.

6- Following documents to be submitted with the application:

- i) Profile of Company with Company documents like Partnership Deed/Articles of Association /Memorandum of Association, list of Partners/Directors with copy of their PAN, Passport, MCA identity etc Company's PAN and last two years Income tax returns also to be attached.
- ii) Undertaking as per Appendix that the Director(s) /owners/or Proprietors have not been convicted by Court of Law involving moral turpitude in relation to its business dealings with the Government or any other Public Sector Undertaking. Undertaking should also state that business dealing have not been banned or suspended by Ministry of Commerce, Government of India or any other PSU.
- iii) Credit rating report from D&B or S&P or Moody or Fitch or ICRA or CRISIL or CARE or SMERA and Bank reference report. Empanelment would be considered only if Credit rating report is "Satisfactory" (Average risk level or better).
- iv) CIBIL report should also be attached.

2. Scope of work

- i) The selected applicants will form part of MMTC's panel who will act as a backup supplier for MMTC Limited. An MOU will also be signed with each of the empanelled supplier. The panel would be for three years from the date of acceptance issued by MMTC.
- ii) MMTC would be participating in the tenders invited by State Agencies/Departments for supply of security equipment.
- iii) Prior to submission the offer to the Project Authority inviting tender, MMTC will decide on the back up supplier amongst the panel created.

- iv) The selected bidder shall ensure compliance of the tender condition.
- v) The bidder shall also undertake to abide by the statutory requirement of the Indian Government from time to time.
- vi) As there would be a limitation on the number of bidders from the panel to be created for participation in tender / enquiry, the selection of ultimate bidder from panel created would be on the basis of technical and commercial competency of the bidder and past performance and the decision of MMTC shall be final and binding.

3. Checklist of documents to be submitted.

The interested applicant are required to submit the following information / documents as per the format(s) attached along with their detailed proposal in a sealed envelope with each page stamped and duly signed.

- (a) Company Profile
- (b) Audited Balance Sheet of last two financial years.
- (c) Signed copy of the EOI document
- (d) Registration certificate with Indian Government Companies/Foreign Government entities as eligible suppliers shall be preferred.
- (e) Supplier to submit Fitch their credit rating report by Dun & Bradstreet/Fitch/S&P/Moody's/ICRA/CRISIL/CARE or SMERA. Such rating shall be satisfactory or better and the report should be issued which is dated not earlier than 01.01.2019. If credit rating report is not available for submission by the date of submission, additional 15 days' time is allowed for compliance. Without Credit Rating Report, the application will not be considered for Empanelment.
- (f) Company Catalogue, Product literature and Brochures. ISO certification.
- (g) Copy of documents like Certificate of incorporation, Memorandum of Association, copy of the license etc. duly self attested.

- (h) Bank certificate from Scheduled Bank (not older than one year).on credit worthiness and dealings with details regarding Overdraft / Credit / BG / LC limit and its utilization / availment etc. Board resolution / letter from the partners authorizing all or any of the Directors/partner to sign the documents.
- (i) Affidavit (as Annexure – III) to the effect that the bidder has not been black listed by any Government agencies/State agencies / MMTC as on date.

4. DEADLINE FOR SUBMISSION OF EXPRESSION OF INTEREST

The EOI will be kept open for empanelment till 25.03.2020.

The **First deadline** for submission of the Expression of Interest is 1200 hours on 25th July, 2019.

The **Second deadline** for submission of applications would be 1200 hrs on 26th August, 2019.

The **Third deadline** for submission would be 1200 hrs on 21st December, 2019 and Final deadline for submission of applications would be 1200 hrs on 25th March, 2020.

The documents received against the above deadlines will be scrutinized after the cut off dates. MMTC reserves the right to call for additional documents and clarifications from the applicants to EOI.

5- PLACE FOR SUBMISSION OF EXPRESSION OF INTEREST & METHOD OF DELIVERY

The Expression of Interest, containing the specified documents should be enclosed in a sealed envelope addressed to Dr A.P. Mishra, Additional General Manager (Projects & GT), MMTC Limited, Core-1, Scope Complex, Lodhi Road, New Delhi- 110 003, India and should be sent by Courier / Registered Post / Speed Post or the same can be dropped in the tender box kept at third floor of the MMTC at the following address:-

MMTC LIMITED (3rd floor)
Core-1, Scope Complex, Lodhi Road,
New Delhi-110 003

MMTC will not accept facsimile, Internet or email bid offers. All pages of documents should be page numbered and signed by authorized signatory with applicant's stamp. Envelope should be superscripted as "Documents against EOI No. MMTC/CO/GT/EOI/SE/2019-20 dated 25.06.2019.

6- Request for status update on evaluation process.

MMTC will not accept or respond to Proponents requests for information on the status and progress of the EOI evaluation process. Prior to empanelment, MMTC reserves the right for factory inspection of the applicant as per the documentation submitted.

7- Ownership of EOI Documents and Information therein.

All Expression of interest documents will become the property of MMTC upon submission or documents by clearly marking such information 'confidential'. In so far as is practicable, MMTC will give effect to the Proponent's stated wishes and requests for access to such information will be determined under the RTI Act.

8- No Contractual Obligation.

MMTC is not bound contractually or any other way to any applicant to the Expression of Interest. MMTC is not liable for any costs of compensation in relation to this Expression of Interest submitted by the applicants whether or not MMTC terminates, varies or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest, including consideration of concepts proposed in future developments.

9- Terms of participation in Tender.

The major terms and conditions applicable for further business with the short-listed supplier are as under:-

- a) MMTC will forward tenders/enquiries issued by various Government agencies/Departments to the qualified Supplier(s) for submission of their backup offer subject to their meeting all the technical details/specifications required.

- b) MMTC will submit offer as received from the shortlisted supplier and submit offer after adding trade margin and other costs mutually agreed.
- c) The shortlisted Supplier whose bid is accepted shall stand by the specifications sought by Tendering Authority as per the contract placed and agreed by MMTC with the Tender Authority. The Empanelled Supplier whose bid has been accepted by the Tendering Authority shall also offer guarantee for items/Products supplied for the duration/period prescribed by MMTC's customer/buyer. The Supplier will also provide necessary maintenance and service of the items/products supplied in order to provide a comprehensive after-sale service to the customers of MMTC on the terms and conditions prescribed by the Tendering Authority without any deviation.
- d) The shortlisted supplier shall be fully responsible for the quality and quantity of products/items to be supplied by them and shall indemnify MMTC fully for any losses to be incurred or for any claims preferred by the buyers on account of quality/quantity of delay in supplies or performance of the products as per guarantee specifications/contractual requirements.
- e) In case there is a requirement of submission of any earnest money/security deposit/performance bank guarantee, the Empanelled supplier will provide same directly on behalf of MMTC. In case MMTC submits Bank Guarantee to the Tendering Authority/buyer/customer, the Empanelled supplier shall first provide a counter Bank Guarantee to MMTC from a Nationalized bank for equivalent amount apart from bearing the cost of guarantee to be submitted to the buyer by MMTC.
- f) In the event that MMTC is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the successful empanelled supplier at their cost and expenditure. Similarly, if the buyer desires to have a sample of the product to be supplied, the successful empanelled supplier without any cost to MMTC, shall arrange it.
- g) MMTC may place supply order on the party on case-to case basis. Entire terms and conditions, including payment terms, delivery terms, penalty terms, etc. of MMTC's buyer/customer, will be applicable on back-to-back basis. Entire terms and conditions, including payment terms, delivery terms, penalty terms, etc of MMTC's buyer/customer, will be applicable on back-to-back basis on the Associate supplier.

- h) In the event, MMTC receive advance payment against the order placed, the same shall be passed on to the supplier pro-rata against bank guarantee, after retaining trade margin on invoice value as applicable on case-to-case basis as mutually agreed to from time to time.
- i) The successful empanelled supplier shall be required to adhere to the schedule of delivery and other terms and conditions agreed to by MMTC with their customer/buyers. In case of any delay in adhering to the schedule of delivery due to unforeseen reasons or force majeure, the Supplier shall notify MMTC well in advance of such delay so that remedial measures are taken in consultation with customers/buyers and subject to their acceptance and terms of contract.
- j) In any case, penalty or claims/liquidated damages and statutory charges, if any raised by customer/buyer of MMTC on account of delay, same shall have to borne by the supplier. Further, the successful empanelled supplier shall keep MMTC fully indemnified from such claims/penalties/statutory charges liquidated damages with legal expenses, etc.

10- 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.

The EOI Request is not the subject of any process contract or any contractual obligations between MMTC and Applicants.

MMTC may, at its absolute discretion, elect to abandon any, part or whole of the process without giving prior notice to the Applicants.

11- INDEMNITY:

The Applicant 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.

12- ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the EOI or work order rising out of this EOI shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration

proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the EOI. The language of Arbitration shall be English.

13- FRAUD PREVENTION

(1) Commitments of the Applicant(s)/Contractor(s)/Buyer(s)/Vendor(S):

The Applicant(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 Applicant(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 Applicant(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Applicants 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 Applicant(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 Applicant(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 Applicant(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 Applicant(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 Applicant(s)/ Contractor(s)

Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the applicant(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 Applicant(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.

QUESTIONNAIRE

(To be submitted along with the EOI)

1	Name and address of the Applicant.		
2	Year of Establishment		
3	Name of Contact Person.		
4	Telephone No.		
	Fax No.		
	e-mail ID.		
5	CST Regn. No. & TIN.		
	Income Tax – PAN.		
6	Nature of business.		
7	Details of Supply / Exports / Projects executed	Pls attach list with name of Project and approximate value	
8	i) Supporting documents of bidder such as Registration Certificates with various tax authorities or Government Departments	<u>ATTACHED</u>	<u>Not Attached</u>
	ii) Credit Rating Report	<u>ATTACHED</u>	<u>Not Attached</u>
	iii) Solvency certificate from Banks	<u>ATTACHED</u>	<u>Not Attached</u>
	iv) All terms specified in EOI	<u>ACCEPTED</u>	<u>Not Accepted</u>
	v) Has the company being blacklisted/banned by any Indian Government Undertaking from participating in any tenders. Annex III	<u>Yes</u>	<u>No</u>
	vi) Whether blacklisted/banned on the date of application?	<u>Yes</u>	<u>No</u>

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

(Authorized Signatory)

Company Seal and Signature

SCHEDULE OF EXPERIENCE

(To be submitted along with the EOI)

The Applicant shall furnish hereunder the details of supplies made to Indian customers during the last two years period (please furnish documentary proof like copies of purchase orders, supply invoices, bill of lading etc.)

Sl.No.	Description of material and quantity supplied	Value of Contract	Period of Contract	Customer's name and address	Persons to whom reference can be made

(Authorized Signatory)

Company Seal and Signature

ANNEXURE III

(ON STAMP PAPER)

To,

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

Reference: MMTC's EOI No. MMTC/CO/GT/EOI/SE/2019

Date 25.06.2019

Sub: Declaration regarding blacklisting / holiday listing / banning of business.

Dear Sir,

We, _____(Name & Address of the Organization), hereby confirm and acknowledge that we have not been blacklisted / banned for participation in Tenders by Government of India or by any State Government or by any Public Sector Undertaking or by any Govt. Department in India.

Yours faithfully

Name and Signature of the Authorized Person