



Corporate Office:
Core-1, Scope Complex, Lodhi Road,
New Delhi-110 003
Website: www.mmtclimited.com

INVITES

APPLICATION FOR HIRING SPACE IN MMTC'S WAREHOUSE CUM
DISPLAY CENTRE AT JOHANNESBURG.

1. GENERAL

MMTC's overseas office in Johannesburg, South Africa proposes to hire a warehouse for the display and storage of engineering goods so that the prospective buyers have an opportunity to see and place order for goods and the Indian manufacturers have a platform to display and promote products.

Proposed scheme of operation of the warehouse:

Each applicant shall be given a space of approx 8 Sq. Mtr. including walking space for storage and display of material. However The applicant may apply for more space in multiples of 8 sq mts and depending upon availibility multiple units will be given.

All goods/display material would be sent by the applicant at his own cost and custom duty, if any, at South Africa has to be borne by the applicant. In case of finalization of export of goods, the equivalent amount towards custom duty and clearance of goods will have be deposited with MMTC in equivalent Indian rupees prior to export of goods.

The maximum period of storage for stock and sale items will be six months and for samples nine months. All items have to be taken back or disposed by the applicant on their own.

2. ELIGIBILITY CRITERIA OF APPLICANTS

Only such manufacturers / engineering firms who meet the minimum criteria as listed below shall be considered for empanelment:-

- (a) Credit worthiness Report from the credit Rating Agency i.e. M/s Dun & Bradstreet shall be obtained by MMTC for the applicant (other than state/central Government / Agencies) for which the cost is to be borne by party on actuals. If party has already obtained credit rating from any of the agencies (D&B, ICRA, CRISIL, S&P, MOODY, CARE, FITCH and SMERA) copy of the same may be provided. Applicants with minimum “FAIR” or better rating (in six scale rating) only will be considered for allotment. However, the listed companies (listed with BSE or NSE) with net worth of Rs.250 crore and above (as per latest balance sheet) are exempted from submission of Credit Rating Report.
- (b) The firm should not have been blacklisted by any Government Department, Public Sector Undertaking for any malpractice or default. A declaration signed by the CEO/Head of the firm on the Letterhead shall be provided in support of the same (format in Annexure III).
- (c) In case requirement exceeds the space available, successful applicants would be selected through draw process to be conducted in the presence of applicants / their representatives. MMTC will strive to get more space for applicants not selected through draw of lots in first instance.

3. INSTRUCTIONS TO APPLICANTS

Essential check list of documents to be submitted

The interested manufacturing applicant may submit the following information / documents as per the format (Annexure no.1 and 2) attached herewith along with their detailed proposal in a sealed envelope with **each page stamped and initialed.**

1–Manufacturers Empanelment Form: (Annexure No.1 and 2).

2–Company Profile.

3– Audited Balance sheets and Annual Reports for last three years for the entity older than 3 (three) years and available Audited Balance sheets and Annual Reports for new entities.

4–Photocopies of registration of Excise, Sales Tax / VAT, PAN, NSIC, EEPC, etc.

5–List of Products proposed to be sent for display in the warehousing space. As per South Africa Government Regulations, Engineering Products to be imported in South Africa for display cum sale have to be Euro IV compliant and must carry equivalent Standard Marks on each item. However, for certain items even after the Euro IV compliant mark, need to be approved and certified by SABS (South Africa Bureau of Standards). Therefore, the applicant would be required to forward in advance a list of items each standard for cross checking with SABS, whether, any of such item need to get special clearance from SABS or not.

6– Declaration by the CEO/Head of the firm stating that the firm has not been blacklisted / banned for business by any Government body or Public Sector Undertaking (Annexure–3).

7–Demand Draft / RTGS favoring “MMTC Limited” for Rs.1,50,000/– (Rupees One Lakh Fifty thousand only) drawn on any scheduled Bank, payable at New Delhi towards one time registration fees for meeting the initial expenses on the hiring of the warehouse. In case the applicant which is to apply for more than one slot (unit) then

the amount to be deposited would be in multiples as per the number of units applied. In case for any reason the hiring of warehouse does not take place, then this amount would be refunded without any interest element.

- 8–Undertaking in the format enclosed (Annexure–4) that the firm shall remit regularly the proportionate monthly operating expenses in advance presently estimated at total of Rs.50,000/– (Rupees Fifty Thousand only) per month per slot (unit).
- 9– Engineering firms who are already registered with MMTC and have signed and submitted the MOU, need not submit the MOU (Annexure–4) again. However such parties are required to submit all other documents including DDs / RTGS.
- 10– Other applicants are required to sign and submit the Annexure–5 (MOU) at the time of submission of application & other documents for empanelment.

All the details as required would need to be provided on or before the deadline for submission of application, failing which the application may be summarily rejected.

4. TIMELINE FOR SUBMISSION OF APPLICATION:

The deadline for submission of the Application is 1500 hours on 02.05.2016 and Applications shall be opened at 1630 hours on the same date in the presence of the participants / their authorized representative.

5. PLACE FOR SUBMISSION OF APPLICATIONS:

The Applications addressed to “Additional General Manager (Projects Division), MMTC Limited, Corporate Office, 3rd Floor, Core-1, Scope Complex, Lodi Road, New Delhi-110 003” may be sent by Courier / Registered Post / Speed Post or the same can be dropped in the tender box kept at 3rd floor of MMTC Limited, Corporate Office, New Delhi.

6. SELECTION OF APPLICANTS

The proposed warehouse will house 10 units. In case, the number of successful applicants exceeds the number of units available then a draw shall be made in the presence of the applicants/their representatives on a notified date and time to select the successful applicants.

7. OWNERSHIP OF APPLICATION DOCUMENTS AND INFORMATION THEREIN

All documents submitted with the Application will become the property of MMTC upon submission.

Where the Proponent believes that information provided in response to this Application is, or should be kept confidential; or disclosure of this information would unreasonably affect the Proponent’s business affairs, notice is to be given at the time of delivery of the information 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 barred under normal course.

8. NO CONTRACTUAL OBLIGATION

MMTC is not bound contractually or in any other way to any Applicant. MMTC is not liable for any costs of compensation in relation to the consideration of the Application whether or not MMTC terminates, varies, or suspends the process.

9. DISCLAIMER

The issue of this document does not in any way commit or otherwise obliges MMTC to proceed with all or any part of the process. The Application called is not the subject of any process contract or any contractual obligations between MMTC and the Applicants or potential Applicants. MMTC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the Applicant or potential Applicants.

Annexure –1

(To be submitted along with the Application)

(1) Establishment

1.1 Name of the firm:-----

1.2 Registered Office Address:-----

1.3 Telephone number:-----

1.4 Fax Number:-----

1.5 e-mail ID:-----

1.6 Factory Works Address:-----

1.7 Telephone number:-----

1.8 Fax Number:-----

1.9 Firm Establishment Year:-----

1.10 Type of Company: (Proprietary / Partnership / Private limited / Public Limited).-----

1.11 Status of industry: (Small scale / Medium Scale / Large Scale manufacturing):-----

1.12 Company registration No. and date:-----

1.13 Valid registration with EEPC / NSIC date and number:

(2) Financial Status as on 31st March, 2015

2.1 Total worth:-----

a. Land and Building Rs.:-----

b. Machinery and other (Value in)Rs.:-----

c. Working Capital Rs:-----

d. Total Rs.:-----

2.2 Annual turnover for last three years:-----

(If Applicable)

Year 2012–2013:-----

Year 2013–2014:-----

Year 2014–2015: -----

2.3 Name and Address of the Banker:-----

(3) Organization

3.1 Name and Designation of the chief executive:

3.2 Phone and Mobile Number:-----

3.3 E-mail ID:-----

3.4 Total organization strength:-----

(4) Registration Details

4.1 Central excise code :-----

4.2 CST No:-----

4.3 TIN No.:-----

4.4 PAN No.:-----

4.5 VAT No.:_____

Signature:-----

Name:-----

Designation:-----

Date:-----

Annexure –2

(To be submitted along with the Application)

Documents / information to be submitted for empanelment

The interested manufacturing applicant may submit the following information / documents:

- 1– Company Profile.
- 2– Audited Balance sheets and Annual Reports for last three years in support of Net–worth of the entity.
- 3– Photocopies of registration of Excise, Sales Tax, PAN, EEPC, NSIC, I/E code number and VAT etc.
- 4– List of Products may be provided as per clause no. 3(5) of the main document.
- 5– Demand Draft/RTGS favoring “MMTC Limited” for Rs.150,000/– (Rupees One Lakh Fifty Thousand) drawn on any scheduled Bank, payable at New Delhi towards initial expenses of hiring of warehouse in South Africa [see clause 3 (7) of this Document].In case of application for multiple slots(units) the amount has to be in multiples thereof

- 6- Credit worthiness Report from the credit Rating Agency as per Clause 2(a).
- 7- Undertaking as per clause 3(6) – as given in Annexure III
- 8- Undertaking as per clause 3(8) of this Application.

Bank details for RTGS/NIFT Remittance

Bank details of Beneficiary :

Name : MMTC Limited

Bank :STATE BANK OF HYDERABAD, BRANCH PRAGATI VIHAR,
SCOPE COMPLEX, LODI ROAD,

NEW DELHI – 110 003

Swift Code No. : SBHYINBB012

A/C No. : 52142903753

IFSC Code : SBHY0020511

MICR : 110004005

Annexure –3

(To be submitted along with the Application)

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 application 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	Period for which	Present Status
--	------------------	----------------

dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	business dealing has been banned	
---	----------------------------------	--

In case of partnership firm

We hereby declare that neither we, M/s which is submitting the accompanying application 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 Applicant
Name & Designation of the signatory.

TO BE SUBMITTED BY APPLICANT ON LETTERHEAD

UNDERTAKING

Whereas we have made an application for hiring ----- (specify no. of units and approx. area) for display and storage of products at the proposed MMTC warehouse in Johannesburg and whereas MMTC requires an undertaking that in case the space is allotted to us, we hereby undertake that a sum of Rs.50,000 (Rupees fifty thousand only) X no of units allotted shall be remitted by us to MMTC Limited, New Delhi in advance before the end of the next month.

In case of failure on our part to do so to remit a sum of Rs.----- (Rs.50,000 X No. of units allotted) or such amount as may be notified by MMTC from time to time, MMTC shall have the full right to cancel the allocation in addition to seizure and disposal of goods if any. MMTC shall have the right to claim further damages if any on this account.

Place
Date

Signature of Applicant
Name & Designation of the signatory.

(To be submitted with application & other documents)

MEMORANDUM OF UNDERSTANDING

WHEREAS MMTC Limited, a Govt. of India Enterprise functioning under the aegis of Ministry of Commerce, New Delhi with its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter referred to as MMTC) is into marketing/export of various engineering products from India and WHEREAS M/s. _____

(hereinafter referred to as Associate) are in the area of manufacturing/marketing of engineering products and have expressed interest for association with MMTC by offering their products for marketing/exports.

Now the Memorandum of Understanding witnesseth as under:-

1. MMTC undertakes to make all out efforts to market the engineering products offered by the Associate in the following manner:-
 - a. Promote Associate's products through counter trade deals, foreign subsidiaries, MMTC's suppliers in mining, agro, chemicals, fertiliser industry.
 - b. Promote products of Associates through trade fairs / exhibitions / events abroad.
 - c. Arrange to participate in Global tender abroad under MMTC's banner on firm back up.
 - d. Explore possibility of stocking products in MMTC's warehouses in important hubs such as UAE/Singapore/Malaysia etc.

2. MMTC shall undertake to market the products at competitive rates with predetermined margin to MMTC.

a. The Associate commits that business generated through enquiries by MMTC will be routed through MMTC. The Associate further commits that such customer/business developed will continue to be serviced through MMTC for a period of 5 years from the date of first transaction.

b. The Associate agrees that MMTC's margin for such business generated will be pre-determined and not less than 1% of value of the goods.

c. The Associate will be responsible to ensure that the goods conform to the desired technical specifications; that the raw materials, technology and trained manpower deployed in the manufacturing process meets the best practices followed globally in the industry segment. The Associate shall be responsible fully for the quality of the product; pre and post sales and technical support and shall keep MMTC fully indemnified in this regard.

d. The Associate undertakes that they will comply with all the labour laws of India and guarantee that no child labour is deployed at any point in the manufacturing process. The Associate further undertakes that the waste generated whether solid, liquid or gas generated in the manufacturing process shall be disposed of in compliance with the laws of India.

3. M/s. _____ undertake that in case the rates offered by MMTC are competitive, they will give first preference to MMTC.

4. M/s _____ agrees to follow the Fraud Prevention Policy of MMTC as placed below at Annexure-1. M/s _____ also agrees to comply with international laws and norms regarding Intellectual Property Rights (IPR) especially with regard to:

- Patents
- Trade Marks
- Copyrights
- Geographical Indications
- Industrial Designs

5. M/s _____ also agrees to indemnify MMTC for any claims regarding IPR, which may arise in the course of or as a consequence of transaction done by MMTC with goods supplied by M/s _____

6. Based on the products offered by the empanelled associates, MMTC will further participate in tenders / trade enquiries for the prospective buyers of such goods. The registered manufacturers/vendors will indemnify MMTC of all risks and consequences arising of the goods supplied by them.

7. Payment terms of each consignment shall be on back-to-back basis. MMTC will arrange to release the payment within maximum 3 working days after receipt of payment from the buyers.

8. MMTC will assist in getting working capital loans including international financing, advance from the suppliers at competitive rates where gestation is more than three months. However, in no case shall MMTC stand as surety/guarantor for such facility.

9. The Associate shall ensure that the goods supplied to the buyers through MMTC shall be as per the required quality and quantity as well as the agreed delivery schedule.

10. This MOU shall be valid for a period of three years from the date of signing. Thereafter the extension shall be discussed and mutually agreed. However, clients developed during the period will be serviced through MMTC only as per clause-2(a).

11. 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.gov.in/>) 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 on to 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 Clause X, 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 Clause X (2), 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.

For Associate

For MMTC Limited

Authorized Signatory

Authorized Signatory

Name:

Name:

Date:

Date: