



**MMTC LIMITED :: REGIONAL OFFICE**  
**ESSAR HOUSE, 6 ESPLANADE, CHENNAI – 600 108.**

(Registered Office at Core-1, "Scope Complex", 7 Institutional Area, Lodhi Road, New Delhi – 110 003)

INVITES EXPRESSION OF INTEREST FOR EMPANELMENT OF SUPPLIERS FOR SUPPLY OF FORTIFIED RBD PALMOLEIN OIL 1 LITRE POUCHES(910 gms)

EOI NO. MMTC/AGRO/CHN/EOI/17-18/01 Dated: 14.03.2018

**CLOSES ON 20-03-2018 AT 1530 HRS**

MMTC Limited (A Govt. of India Enterprise): Regional office at Essar House, 6 Esplanade, Chennai-600108 (hereinafter called "**MMTC**") invites Expression of Interest (hereinafter called "**EOI**") for empanelment of Suppliers (hereinafter called "**SUPPLIERS**") of Fortified RBD Palmolein Oil for supply to Govt. bodies / Government Civil Supplies/PSUs or any other buyers of MMTC. The details of the EOI are as follows:

**I. COMMODITIES:**

Fortified RBD Palm Olein 1 litre pouchs(910 gms each)

**II. PRE-QUALIFICATION CRITERIA FOR SELECTION OF PROSPECTIVE SUPPLIERS:**

The interested parties who wish to be empanelled as prospective suppliers as backup suppliers for MMTC and have to submit their applications as per **Annexure-I** along with the following documents / details in order to be qualified for the empanelment process:

1. The brief details of the company/Firm.
2. The bidder should have GST number issued under GST Act. Copy of PAN & GST Number issued by respective competent authorities.
3. The supplier should be a supplier of Palmolein Oil / any type of Oil items / Food Commodities to Government Departments/Government organizations and should have atleast 3 years of experience from the date of commencement of such supplies.

4. The supplier should have experience in the supply of Palmolein Oil / any type of Oil items to Government Department/Government Organizations for which supplier has to submit documentary evidence in proof for executing at least one contract of value not less than **Rs.12 crores** related to supply of RBD/Palm Olein/edible oil to Government Departments/Government organizations from the date of commencement of such supplies.
5. The supplier should have reported an average annual turnover related to supply of Palmolein Oil/any type of oil items/ Food commodities of atleast **Rs.24 crores** in the previous three financial years. The supplier should submit the copies of audited Balance sheet, Profit and Loss account and Income-tax return submitted for the last 3 financial years duly certified by the Auditor (i.e., FY 2014-15, 2015-16 and 2016-17).
6. The supplier should submit the copies audited Balance sheet, profit and Loss account and Income-Tax return for the last three financial years (2014-15, 2015-16 and 2016-17).
7. The supplier should have a sound working capital to carry out the supply order without interruptions and financial obstacles. They must produce the evidence to show that they have a required working capital to carry out activities (procuring, processing, packing, transporting and supplying etc.,) and evidence in having sound working capital in proportion to the contract value.
8. The supplier should be in a position to supply the minimum quantity required by MMTC. The supplier should have a processing, value addition & packing capacity of minimum 16,00,000 pouches/ 10% of the tendered quantity for supply of Fortified RBD Palm Olein/any other edible oil whichever is higher per month for supply of Fortified RBD Palm oil as per the specification of tender inviting authority, on their own or on lease or both, appropriately supported by lease agreement. The pouched fortified R.B.D. Palmolein Oil should be packed in corrugated boxes and delivered to the destinations earmarked.
9. The supplier should have quality certification either own or leased in terms of sufficient machineries / equipment, other infrastructure, processes, handling capacity / space /hygienic condition/ access, industrial safety, labour compliances and applicant should have certification either own or leased as per specification obtained under relevant Act / Rules, India Standards 8361-1977 reaffirmed 2000 or Bureau of Indian Standards Act and Factory Act & Food safety Rules / Act and BIS Standards to prove that the supplier has the required processing facilities and to prove that

products are as per Standards set under National and local laws and that the products are handled in hygienic condition. Applicant must have updated & relevant technologies at the processing place to ensure proper processing which include sustainable value additions.

10. MMTC shall have the power to inspect and draw samples in premises or in processes of storage and processing place and take a decision on the suitability.
11. The applicant shall keep MMTC indemnified at all times against any claims, liabilities, legal or any other proceedings etc. from MMTC's Associate buyer / customer / tendering authority or otherwise arising out of or in connection with any of the terms and conditions of this EOI and subsequent agreements, if any to be entered into between MMTC and the eligible applicant on conclusion of any transaction.
12. The supplier should submit an Affidavit duly Notarized as per **Annexure-II** to the effect that the supplier has not been blacklisted either by the MMTC, or by any other Government department/Government undertakings.
13. The supplier should possess and furnish the details of the infrastructure in terms of premises, competent manpower, and delivery systems, technical and processing capabilities for supplying fortified Palm Olein/other edible oil of the required Specifications.
14. Copy of valid FSSAI License, or any other license to be provided wherever applicable.
15. Credit Worthiness Certificate issued by their bank.
16. Identity proof bearing photographs and Signature of partners / Directors/Proprietor duly attested by their bank.
17. Authority letter duly signed by partners / Directors/Proprietor, authorizing the person to sign the documents on their behalf.
18. Full EOI application duly signed and stamped on each page by supplier or by authorized representative to be submitted.
19. The applicant has to submit a Demand Draft/Pay Order/Fund Transfer/UTR No. of Rs.20, 000/- (Rupees Twenty thousand only) (Non refundable) in favour of MMTC LIMITED payable at Chennai towards cost associated with processing of EOI.
20. The above terms and conditions have to be complied by the applicant in totality. Incomplete applications will be summarily rejected.

### **III. SCOPE OF WORK:**

1. The selected suppliers will form part of MMTCs panel which will act as backup suppliers for MMTC. MMTC expects to regularly execute contracts of supply with its panel of suppliers. The empanelled suppliers

- will be required to strictly adhere to contractual product specifications, delivery parameters etc.
2. The supplier shall be responsible for procuring RBD/Palm Olein/edible oils of required quantity/quality and for delivering at the processing premises. MMTC shall pre-check the quality parameters which should be in conformity with the MMTC Buyer's specification of the oil before it is packed, by any authorized Surveyor appointed by MMTC, the cost to be borne by the backup supplier.
  3. The supplier shall be responsible for delivering the agreed quantity of Fortified Palm Olein in the new bags to the designated godowns/warehouses/processing premises as per the delivery schedule given by MMTC. The design, quality of the pouches should strictly conform to the specifications provided by MMTC / MMTC's Associate Buyer as per the requirements of MMTC.
  4. The supplier shall be responsible for delivering the material of agreed contractual quality specifications.
  5. The empanelled suppliers have to accept all the terms and conditions of the supplies to Govt. bodies / PSUs or any other buyers of MMTC, on back to back basis in the manner required without any financial involvement on the part of MMTC.
  6. The selected supplier(s) shall ensure compliance of all the State/Central Government / statutory requirements / regulations / conventions / policies /guidelines / orders etc. in force related to any or all of the above activities.
  7. In case the value of the contract exceeds Rs.20 crores, the successful supplier(s) will also be required to sign Integrity Pact. It will be assumed that successful suppliers have gone through the Integrity Pact and have no objection whatsoever in signing the contract.

#### **IV. OTHER TERMS AND CONDITIONS:**

1. MMTC's trading margin will be 1% of the transaction value of the supply.
2. MMTC will circulate the inquiry to the empanelled suppliers for quoting their competitive price for back to back supply thereby for supporting MMTC for their participation in the prospective tenders.
3. The empanelled Suppliers have to deposit the interest free EMD/Security deposit amount as per the requirement of the tenders of Govt. bodies / PSUs or any other buyer of MMTC along with the price quotation.
4. Price Bids received from the empanelled suppliers without EMD/Security deposit **would be rejected out rightly and their price bid will not be opened.**
5. EMD/Security deposit of unsuccessful empanelled suppliers will be returned within three working days
6. The successful empanelled supplier will also have to submit Bank Guarantee issued by any Nationalized / Scheduled Bank equivalent to 20%

- of the awarded contract value as additional security to MMTC for performance of the contract and to meet any consequential losses for any nonperformance. MMTC will return the Bank Guarantee only after successful completion of the awarded contract in all respects.
7. MMTC shall release payment to the supplier upto the extent of payment received from the buyer of MMTC for the supply made within two working days upon receipt and after deduction of MMTCs trade margin.
  8. The suppliers can also be asked to furnish additional information/confirmation in connection with verification of documents/information submitted.

#### **GENERAL TERMS AND CONDITIONS:**

1. MMTC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons whatsoever.
2. Final selection of suppliers for each of the stated items from the EOIs received will be done at the discretion of MMTC and the decision of the MMTC will be final and binding on all participating parties.
3. Empanelled suppliers by MMTC do not entail any commitment from MMTC for contracts during the validity of empanelment.
4. MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective suppliers.
5. The terms mentioned in this EOI are only illustrative and not exhaustive. The selected suppliers will be required to enter into contract as devised by MMTC to fully protect MMTCs interest and also the interest of prospective customers.
6. 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.
7. Validity of empanelment under this EOI shall be for duration of two years 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.
8. All the EOI documents and information provided therein (all EOI documents) shall be the property of MMTC upon submission by the bidder. 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 RTI Act 2005.
9. Empanelment is only database. For each transaction due procedure according to business drill to be adopted. The ultimate contract entered

- with the empanelled suppliers will be legally bound and applicable against respective parties.
10. Applications incomplete in any form or mis-stating the facts will be summarily rejected.

#### **SUBMISSION OF EXPRESSION OF INTEREST:**

1. The EOI document can be downloaded from our Website **<https://mmtc.abcprocure.com>** or the Central Government E-Procurement Portal **[www.eprocure.gov.in](http://www.eprocure.gov.in)**. The same can also be obtained from Smt. Lakshmi M. Sundaram, Addl. General Manager (Agro), (+91 044-25340528) MMTC Limited, Essar House, 6 Esplanade, Chennai – 600 108.
2. The EOI has to be submitted in the box kept at 2<sup>nd</sup> Floor, MMTC Limited, Essar House, 6 Esplanade, Chennai – 600 108. **The EOI have to be submitted on or before 1530 Hrs on 20-03-2018.**
3. Any EOI received after the closing date and time will not be entertained.
4. EOI applications received by fax /e-mail / courier / post / internet will not be accepted. Only applications received in the tender box will be considered.

#### **SHORTLISTING OF SUPPLIERS:**

1. **The EOI applications received will be opened on the same day i.e. 20-03-2018 at 1600 Hrs.** in the presence of the applicants or their authorized representatives. All the applicants or their authorized representatives to be present at the same time.
2. Applicants who qualify as empanelled suppliers of MMTC would be suitably informed after the evaluation process of empanelment is complete.

**ANNEXURE-I**

**FORMAT TO BE FILLED BY PROSPECTIVE SUPPLIERS/MILLERS**

**PARTICULARS/CHECK-LIST**

**Ref: EOI No. MMTC/AGRO/CHN/EOI/17-18/01 Dated 14.03.2018**

1.	Name and address of the Company/Firm	
2.	Name of Contact Person	
3.	Telephone No. Fax No. Email ID	
4.	PAN No. GSTIN :	

<b>Supporting documents</b>	<b>Attached</b>	<b>Not Attached</b>	<b>Page No.</b>
1. Copy of PAN/GST Numbers (Ref II (2))			
2. Certificate in proof of experience (Ref II (3))			
3. Documentary evidence (contract/invoice) (Ref II (4))			
4. Audited Balance sheet, Profit and Loss account and Income-tax return submitted for the last 3 financial years (Ref II (5))			
5. Copies of Income Tax return (Ref II (6))			
7. Certificate showing sufficient working capital (Ref II (7))			
8. Certificate for quantity supplied to Govt Agencies (Ref II (8))			
9. Certification of Firm (Ref II (9))			
10. Affidavit duly Notarized as per <b>Annexure-II</b> to the effect that the supplier has not been blacklisted (Ref II (12))			

12. Details of premises and infrastructure( Ref II (13))			
9. Copy of FSSAI Licence or any other Licences Ref II(14)			
10. Credit Worthiness Certificate issued by Bank Ref II (15))			
11. Signature of Partners/Directors/Proprietor authorized by bank Ref II (16)			
12. Authority letter in Ref to II (17))			
13. Full set of EOI application duly signed and stamped at each page Ref II (18)			
14. Demand Draft/Pay order/Fund Tr. UTR No. _____ dt. _____ of _____ Rs.20,000/- Ref II (19)			

Signature of Applicant

## **ANNEXURE – II**

**EOI NO. MMTC/AGRO/CHN/EOI/17-18/01 Dated: 14.03.2018**

### **AFFIDAVIT**

I/We\_\_\_\_\_ do hereby confirm that our Firm/Company/Partnership or any other Firm in which the applicant is a Partner/proprietor has not been blacklisted/banned by the MMTC or by any Other Government Department/Government Undertaking.

Verified at-----on-----.

Date:

Signature of the Supplier  
(Name of the Persons/Stamp)

(On Non judicial stamp paper of Rs.100 and duly notarized)