



Corporate Office:

Core-1, Scope Complex, Lodhi Road,

New Delhi-110 003

Website: www.mmtclimited.com

INVITES

EXPRESSION OF INTEREST

EXPRESSION OF INTEREST FOR EMPANELMENT OF

MANUFACTURERS OF PERSONAL PROTECTIVE EQUIPMENTS (PPE).

The complete details of the EOI are available at MMTC's website www.mmtclimited.com and <http://eprocure.gov.in>

Corrigendum issued, if any, will be hoisted on above websites only.

Dr. A.P.Mishra
Additional General Manager (Projects & GT)

apm@mmtclimited.com

Phone number: 011-24381249

Expression of Interest

EXPRESSION OF INTEREST FOR EMPANELMENT OF DOMESTICS AND OVERSEAS MANUFACTURER FOR SUPPLY OF PERSONAL PROTECTIVE EQUIPMENTS (PPE) OF THE PRODUCTS AS PER ANNEXURE-1.

1. GENERAL

MMTC Limited, a Govt. of India Enterprise, with its Corporate Office at Core-1, Scope Complex, Lodhi Road, New Delhi-110 003. MMTC Limited is functioning under the Administrative control of Ministry of Commerce, Government of India. MMTC is engaged in international and domestic trading of commodities / products like Minerals, Metals, Precious Metals, Fertilizer & Fertilizer raw materials, Coal & Hydrocarbon, Agro Commodities etc.

MMTC is interested to create a panel for participating in domestic tenders and exports of Personal Protective Equipments. MMTC Limited hereby invites Expression of Interest (EOI) from interested manufacturer with registered presence in India who fulfill the eligibility criteria mentioned below for empanellment:

2. ELIGIBILITY CRITERIA OF APPLICANTS

Only the manufacturers fulfilling the following conditions need apply: –

- (a) The annual production capacity should be sufficient to meet MMTC requirement.
- (b) The Manufacturer should have minimum 2 year experience in manufacturing the relevant field.
- (c) The Manufacturer should have in-house testing facility to check the product as per parameters prescribed at the time placing

of supply order and should be able to issue test certificate for each batch/lot of products.

- (d) The minimum annual turnover of the bidder should be Rs 25 lakhs.

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, 2, 3 and 4) attached herewith along with their detailed proposal in a sealed envelope with each page stamped and initialed.

- 1- Empanelment Form: (Annexure No.1, 2, 3 and 4).
- 2- Company Profile.
- 3- Audited Balance sheets and Annual Reports for last two years.
- 4- Applicant to submit their credit rating report by Dun & Bradstreet / S&P / Moody's / ICRA / CRISIL / CARE. Such rating shall be satisfactory or better and the report should be issued which is dated not earlier than 01.09.2019.
- 5- Photocopies of registration of GST, PAN, (both mandatory) NSIC, MSME, DRDO etc.
- 6- List of Products offered for empanelment.
- 7- Cancelled cheque / Bank account details duly certified by the bankers.

All the details as required in this EOI would need to be provided on or before the deadline for submission of EOI, failing which the application may be not being considered for empanelment.

4- DEADLINE FOR SUBMISSION OF EXPRESSION OF INTEREST

The EOI will be kept open for empanelment till. 26.12.2020

First deadline for submission of EOI is 1500 hrs on 3rd June 2020 and EOI will open 3rd June 2020 at 1530 hrs. There will be monthly deadline for submission for the last Friday of June, July, August, September, October, November and December 2020.

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

The Expression of Interest (EOI) addressed to “Dr.A.P.Mishra, Additional General Manager (Projects & General Trade), MMTC Limited, Corporate Office, 3rd Floor, Core-1, Scope Complex, Lodi Road, New Delhi-110 003” should 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. MMTC shall be not be responsible for delay or missing in delivery of documents by courier or postal Department.

6. REQUEST FOR STATUS UPDATE ON EVALUATION PROCESS

MMTC is not obliged to accept or respond to bidder requests for information on the status and progress of the EOI evaluation process. Additional information regarding the EOI process shall be posted on MMTC's website www.mmtclimited.com and <http://eprocure.gov.in> from time to time.

7. OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THEREIN

All Expression of Interest documents will become the property of MMTC upon submission.

Where the bidder believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect the bidder 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 bidder 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 bidder to this Expression of Interest. MMTC is not liable for any costs of compensation in relation to the consideration of this Expression of Interest or any Expression of Interest by the bidder to this Expression of Interest 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. SHORTLISTING OF MANUFACTURES AND TERMS FOR REFERENCE

The short-listed manufacturers will be informed regarding their empanelment.

The major terms and conditions, in a nutshell, applicable for further business with the short-listed manufacturers are as under: –

- (1) MMTC will forward tenders/enquiries issued by various government agencies/private agencies to the empanelled

manufacturers on case to case basis for submission of their backup offer, meeting all the technical details/specifications required by the tendering authority. The tenders would be for domestic supplies as well as for exports from India.

- (2) On receipt of such intimation from MMTC, the empanelled manufacturer will arrange to submit in a sealed cover the competitive rate for the tender works within the time limit as given by MMTC. MMTC will normally select the L1 tenderer (selected manufacturer/trader) and submit the tender to the concerned department / State Agency / Private Institute after adding MMTC margin. If any bid guarantee is prescribed in the tender, MMTC would at its discretion seek counter bid guarantee from the successful bidder. Submission of offer by MMTC will bind the tenderer for all relevant terms and conditions of the tender. Final selection of manufacturer in panel to participate in a tender will be decided by MMTC at its sole discretion. Selection in panel at no point of time guarantees any award of work by MMTC through this empanelment.
- (3) The selected manufacturers shall stand by the specifications agreed to by MMTC with their customer(s) and shall also offer guarantee for the items / products supplied for the duration / period prescribed by MMTC's customer / buyer. The manufacturers/ will also provide necessary required services for the supply of the items / products supplied in order to provide a comprehensive after-sales service to the customers of MMTC on the terms and conditions prescribed by the customer without any deviation.
- (4) The selected manufacturers 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 or delay in supplies or performance of the products as per guaranteed specifications / contractual requirements.
- (5) MMTC will not be liable for any claims of quality, quantity, non-receipt of payment, etc. The selected manufacturer shall

indemnify MMTC of any loss etc. on any account in the transaction(s).

- (6) In case there is a requirement of submission of any earnest money / security deposit / bank guarantee, the manufacturers will provide same to MMTC. In case MMTC submits Bank Guarantee to the buyer / customer, the manufacturers shall also provide a counter Bank Guarantee to MMTC from a Scheduled Bank other than co-operative or Gramin bank for equivalent amount. Cost of MMTC BG would be borne by empanelled manufacturer if the BG submitted by MMTC is required to be extended; the manufacturer shall take similar action. Cost of the extension of BG by MMTC shall be to the account of the manufacturer.
- (7) 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 manufacturers/traders at their own cost and expenditure. Similarly, if the buyer desires to have a sample of the product to be supplied, the manufacturers without any cost or demur to MMTC shall arrange it.
- (8) MMTC may place supply orders 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 on the selected manufacturer.
- (9) In the event, MMTC receives advance payment against the order placed, the same shall be passed on to the manufacturers pro-rata on his request against equivalent BG or against supply documents as mutually agreed to from time to time. Whatever guarantee or undertaking is required to be furnished by MMTC, in such case shall be supported by similar guarantee / undertaking from the manufacturer.
- (10) The manufacturers/traders shall be required to adhere to the schedule of delivery and other terms and conditions agreed to by MMTC with their customers / buyers. In case of any delay in adhering to the agreed schedule of delivery due to unforeseen

reasons or force majeure, the manufacturers shall notify MMTC well in advance of such delay so that remedial measures are taken in consultation with the customers / buyers. Any liability on this account shall be to the account of the manufacturer.

- (11) It is to be expressly understood and agreed by the bidder that MMTC shall be making purchases on behalf of its end customer based on their specific indents. Accordingly any deduction made from the bill of MMTC by its customer on account of deviation in specifications, pilferages or due to short landing at inland destination point or export destination, amount will be released to supplier to the actual of amount received from customer after such deduction. In any case, penalty or claims / liquidated damages and statutory charges, if any, raised by the customer / buyer of MMTC on account of delay shall have to be borne by the manufacturers in toto. Further, the manufacturers shall keep MMTC fully indemnified from such claims / penalties / statutory charges liquidated damages, and bear all legal expenses, etc.
- (12) Short listing of manufacturer: Prospective bidder who qualified as associate supplier to MMTC would be notified after the evaluation process is completed. The validity of the empanelment against the EOI shall be initially for three years from the date of empanelment by MMTC which may be renewed for period of one year at sole discretion of MMTC. MMTC also has the right to terminate the empanelment of selected manufacturers after serving one month notice. Any contract or obligation pending at the time of notice period will be fulfilled by both the parties to its conclusion.
- (13) MMTC reserve the right to add /delete in the list of empanelled associates at its sole discretion.
- (14) MMTC reserves the right to ask bidders for furnishing additional documents or details other than those specified in the tender, if deemed necessary.
- (15) The manufacturers shall agree to execute the tender / order strictly on back to back basis only.

- (16) MMTC reserves the right to call for a copy of Audited accounts every year and fresh credit rating report every alternate year. On receipt of these documents, MMTC shall evaluate the empanelment.

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

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 work order 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 thereof 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 Tender.

13 FRAUD PREVENTION

(1) Commitments of the Applicant(s), The Applicant(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) 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) 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) 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) 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) 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) 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) 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)u 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.

Annexure-1Item and Technical Specification

Sr. No.	Item
1	Personal Protective Coverall (Garments)
2	Personal Protective Goggles
3	N95 face mask with expiratory valve mask
4	Nitrile Gloves Size 6.5, 7.00, Pairs.
5	Face Shield
6	Triple Layer Surgical mask
7	Digital Infrared Thermometer (any make)
8	Digital Thermal Scanner – Full Body (with sensing to 3m and beyond)

Technical Specification**1. Personal Protective Garment****A) Personal Protective Coverall (Garments) – along with shoe cover**

- Impermeable to blood and body fluids
- Single use
- Avoid culturally unacceptable colors e.g. black.
- Light colors are preferable to better detect possible contamination
- Thumb/finger loops to anchor sleeves in place
- Quality compliant with following standard
 - a. Meets or exceeds ISO 16603 class 3 exposure pressure, or equivalent
 - b. EN 14126 (barrier to infective agents) certified.

B) Personal Protective Coverall (Garments) with Tape over Seam along with shoe cover

Single use

Avoid culturally unacceptable colours e.g. black

Light colours are preferable to better detect possible contamination

The Fabric, Garment/Coverall and Seam should pass Synthetic Blood Penetration which Passes ASTM F1670.

Coverall shall be designed to be universal Fit

Preferable design to have Raglan Sleeves for easy donning & safe removal Coverall shall have in built Hood Cap

Zipper of the coverall shall be covered with a flap to avoid accumulation of microbes

Soft Elastic to be fitted around Front of hood, wrists & ankles

Boot Cover:

Pair of Boot Covers made of same fabric as of Coverall Ideal length shall be 2" below knee

Soft elastic to be fitted at two levels, ankle and end Sole of boot cover be made of anti-skid fabric

2. Goggles

- With transparent glasses, Zero power, well fitting, covered from all sides with elastic band/or adjustable holder.
- Good seal with the skin of the face.
- Flexible frame to easily fit all face contours without too much pressure.
- Covers the eyes and surrounding areas and accommodates for prescription glasses.
- Fog and scratch resistant.
- Adjustable band to secure firmly so as not to become loose during clinical activity.
- Indirect venting to reduce fogging.

May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable.

- Quality compliant with the below standards, or equivalent:
 - a. EU standard directive 86/686/EEC, EN 166/2002
 - b. ANSI/SEA Z87.1-2010

3. N-95 Masks

- Shape that will not collapse easily
- High filtration efficiency
- Good breathability, with expiratory valve

- Quality compliant with standards for surgical N95 respirator:
 - a. NIOSH N95, EN 149 FFP2, or equivalent
- Fluid resistance: minimum 80 mmhg pressure based on ASTM F1862, ISO 22609, or equivalent.
- Quality Compliant with standards for particulate respirator that can be worn with full-face shield

4. Face Shield

- Made of clear plastic and provides good visibility to both the wearer and the patient
- Adjustable band to attach firmly around the head and fit snugly against the forehead
- Fog resistant (preferable)
- Completely covers the sides and length of the face
- May be re-usable (made of material which can be cleaned and disinfected) or disposable
- Quality compliant with the below standards, or equivalent:
 - a. EU standard directive 86/686/EEC, EN 166/2002
 - b. ANSI/SEA Z87.1-2010

5. Triple Layer Surgical mask with elastic band

Three layered surgical mask of non-woven material with nose piece, having filter efficiency of 99% for 3 micron particle size.

A. ISO 13485 / ISO 9001

B. EN14683

6. Nitrile Gloves (Size 6.5, 7 & 7.5)

- Nitrile
- Non-sterile
- Powder free
- Outer gloves preferably reach mid-forearm (minimum 280mm total length)
- Different sizes (6.5, 7 & 7.5)
- Quality compliant with the below standards, or equivalent:
 - a. EU standard directive 93/42/EEC Class I, EN 455
 - b. EU standard directive 89/686/EEC category III, EN 374
 - c. ANSI/SEA 105-2011
 - d. ASTM D6319-10

*Each pair of gloves should be individually pack.

7. Digital Infrared Thermometer (any make)

- Measures the body temperature by determining the infrared

- reflected from the front radiation (no contact).
- Measuring range of the infrared temperature (body) from 32°C to 42.5°C
- Resolution 0.1 °C
- High accuracy $\pm 0.2^\circ\text{C}$
- Obtaining quick results: Time response 1 second
- Indication of measured value in °C or °F
- Limit value for the adjustable alarm as programmable
- Distance of measuring: at least 15 cm
- Memory to store (expandable memory desirable)
- Easy to use, robust
- Automatic switch off
- Display backlight glow
- Waterproof lens easy to clean and disinfect
- Batteries: Which are replaceable/chargeable
- High degree of health and safety
- Warranty: At least 3 years
- Accessories:
 - I. Carrying case
 - II. Data transfer software
 - III. User manual

8. Digital Thermal Scanner – Full Body (with sensing to 3m and beyond)

- Compact and light weight design
- Tripod mountable
- Able to measure temperature from a distance of at least 3–5 mtrs
- Process single and multiple hotspots tracing and alarm
- Able to capture both thermal and digital camera image
- Will be able to measure temperature from 32⁰C to 42.5⁰C with a sensitivity of at least 0.08⁰C
- Images should have high resolution and high sensitivity
- Can be connected to a external monitor through video output
- Built in colour screen for thermal images 5–8 inch
- Software compatible with windows. Provide the outputs of thermal data and temperature data
- Operating temperature -10 $+50^\circ\text{C}$
- Memory for data storage (expandable)
- Battery operated and works on external power supply
- Provide all configurations as per standard required
- Onsite installation and hands on training
- Warranty for 3 years and assured comprehensive onsite service for atleast 5 years
- Annual maintenance support for minimum 5 years.

Annexure -2QUESTIONNAIRE

(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.		
	e-mail ID.		
5.	GSTIN Registration		
	Income Tax – PAN.		
6.	Nature of business.		
7.	i) Supporting documents of applicant 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) All terms specified in EOI, Copy of EOI all pages duly signed & stamped to be enclosed	<u>ACCEPTED</u>	<u>Not Accepted</u>
	iv) Has the applicant being blacklisted / banned by any Indian Government Undertaking from participating in any tenders. Annex III	<u>Yes</u>	<u>No</u>
	v) Whether blacklisted / banned on the date of application?	<u>Yes</u>	<u>No</u>
8.	Audited report for last three financial year	<u>Copy of Audited attached</u> <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.

Date: Signatures: Name & Designation

Applicant Seal and Signature

Annexure –3

(To be submitted along with the EOI)

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 & turnover of the entity.
- 3– Photocopies of registration of GST & PAN (Mandatory) and NSIC (if any)
- 4– List of Products offered for empanelment.
- 8– Credit worthiness Report from the credit Rating Agency by Dun & Bradstreet / S&P / Moody's / ICRA / CRISIL / CARE. Such rating shall be satisfactory or better and the report should be issued which is dated not earlier than 01.09.2018. (Other than state/central Government / Agencies) for which the cost is to be borne by party on actual.
- 5– Names / Addresses of three major local customer's user of all these products.

Annexure -4

(Letter Head of Applicant)

To,

MMTC Limited Core 1

Scope Complex

Lodi Road Institutional Area

New Delhi-110003

Reference: No. MMTC/CO/GT/EOI/PPE/12388/2020-21

Date 26.05.2020

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.