



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 ROAD CONSTRUCTIONS MATERIALS.

The complete details of the tender 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.

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Additional General Manager (Projects & GT)
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Expression of Interest

EXPRESSION OF INTEREST FOR EMPANELMENT OF MANUFACTURERS OF ROAD CONSTRUCTIONS MATERIAL of ALL TYPE OF BITUMEN EMULSION, READY MIX PATCH, METAL BEAM CRASH BARRIERS, IRON AND STEEL ROLLED SECTION / CHANNEL, DELINEATORS, POLYMER & RUBBER MODIFIED BITUMEN and ROAD MARKING PAINT etc.

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 Limited hereby invites Expression of Interest (EOI) from interested manufacturers who fulfill the eligibility criteria mentioned below:

2. ELIGIBILITY CRITERIA OF APPLICANTS

Only the manufacturers fulfilling the following conditions need apply: –

- (a) The firm should be in business for not less than preceding 3 years and should not have recorded operating losses in each of the immediately preceding three financial years. (Previous three years' audited profit & loss account and balance sheet may be attached).
- (b) Successful completion of work at least three works/contracts for supply to various State Government/State Government bodies and/or Central Government/Central Government bodies/Private Traders (list of such supplies along with satisfactory completion certificate from such agencies may be enclosed).
- (c) Total business turnover of the firm should be not less than Rs.75 crores in any of the last three years as per Audited Accounts.
- (d) The manufacturer should have minimum net worth not less than Rs.20 Crores.
- (e) The manufacturer shall have well equipped laboratory with one lab technical staff (since graduate) having 5 year experience and one Chemical Engineer having 5 year for manufacturing of Bitumen Emulsion. Enclosed experience and degree of the both employees.

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

- 1- Manufacturers Empanelment Form: (Annexure No.1, 2 and 3).
- 2- Company Profile.
- 3- Audited Balance sheets and Annual Reports for last three years in support of Net-worth and turnover of the entity.
- 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 if any.
- 6- List of Products offered for empanelment.
- 7- Demand Draft favoring "MMTC Limited" for Rs.5,900/- (Five Thousand Nine Hundred only) inclusive of GST @ 18% drawn on any scheduled Bank, payable at New Delhi (non-refundable) towards processing fees. This amount is not refundable.
- 8- 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 be considered for empanelment.

4- DEADLINE FOR SUBMISSION OF EXPRESSION OF INTEREST

The deadline for submission of the Expression of Interest is 1200 hrs IST on 14th August, 2020 and bid opening time on 14th August, 2020 at 1600 hrs IST.

Manufacturers who had participated under MMTC/CO/EOI/RCP/9414/03/2018-19 dated 26.02.2020 need not submit documents against this fresh EOI. Simultaneously manufactures already empanelled for Road Construction Material need not also apply.

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

The Expression of Interest (EOI) addressed to “The Dr A.P.Mishra, Addl. 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.
- (2) On receipt of such intimation from MMTC, the empanelled manufacturer will arrange to submit in a sealed cover or online the competitive rate for the tender works within the time limit as given by MMTC. MMTC will normally select the L1 tenderer (selected manufacturer) and submit the tender to the concerned department / State Agency / Private Institute after adding MMTC margin. 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 born 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 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 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, 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, with 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 Proponents or potential Proponents. MMTC 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.

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) / 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.

Annexure -I**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.	GSTIN Registratioin		
	Income Tax – PAN.		
6.	Nature of business.		
7.	Details of past Supplies executed	Attach list with name of Project and approximate value	
8.	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>
9.	<u>Profit After Tax Turnover Net Worth</u>	<u>Copy of Audited attached</u>	
	FY 2016-17		
	FY 2017-18		
	FY 2018-19	<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 MMTTC.

Date:

Signatures: Name & Designation

(Authorized Signatory)
Applicant Seal and Signature

Annexure -2

(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.
- 5- Demand Draft favoring "MMTC Limited, for Rs.5,900/- (Five Thousand Nine Hundred only) inclusive of GST @ 18% drawn on any scheduled Bank, payable at New Delhi (non-refundable) towards processing fees.
- 9- 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 01.09.2019. (Other than state/central Government / Agencies) for which the cost is to be borne by bidder on actual.
- 6- Names / Addresses of three major local customer's user of all these products.

Annexure -III

(Letter Head of Applicant)

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

Reference: No. MMTC/CO/GT/EOI/RCM/9414/4/2019-20

Date 15.07.2020

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