



### **AN OVERVIEW OF MMTC LIMITED**

MMTC Limited (A Govt. of India Enterprise), the leading international trading enterprise of India, deals in international and domestic trading of precious metals, Fertilizers, Agro Products, Coal & Hydrocarbons, and Non-ferrous Metals besides general trading. The average business turnover of the Company and of Precious Metals Groups for the last three financial years ended on 31<sup>st</sup> March, 13 is around Rs 54,400 Crores and Rs 38,501 Crores respectively. MMTC enjoys the position of market leader in the Indian bullion trade (precious metals) having flexibility to operate from various centers spread all over the country offering novel products/services. The Precious Metals Group of the Company is continuously working on improving service to customers and is focusing on improving sales of value added products, viz gold and silver medallions, silverware and gold jewellery. The Company has Assaying & Hallmarking (A&H) Centers at Delhi and other cities of India.

At Delhi, the Company has number of jewellery Showrooms and very large number of stockists to sell MMTC's Hallmarked Gold Jewellery, Gold & Silver Medallions and Sanchi Brand Silverware products. In order to provide high quality products to its retail and corporate customers, MMTC is floating a tender for empanelment of Manufacturers/Fabricators for Silverwares/Silver Medallions, Die/Collar/Moulds; Packaging Material for Gold/Silver Medallions and Silverware' for Etching/Engraving on Silverwares.

The interested parties fulfilling the terms & conditions given in this tender may go through the same from our website [www.mmtclimited.com](http://www.mmtclimited.com)/[www.eprocure.gov.in](http://www.eprocure.gov.in) and download the applications form and submit the applications along with requisite documents in the Tender Box at MMTC Limited, F 8-11, Flatted Factories Complex, Rani Jhansi Road, Jhandewalan, New Delhi – 110 055.



**(On the Letter Pad of Applicant)**

**Application Form for Empanelment of Fabricators for MMTC's Sanchi range of Silverware/Silver medallion – 2013-14**

Dated: \_\_\_\_\_

To,  
The General Manager,  
MMTC Limited,  
F 8-11, Flatted Factories Complex,  
Rani Jhansi Road, Jhandewalan,  
New Delhi-110055

Dear Sir,

With reference to your advertisement dated \_\_\_\_\_ inviting applications for empanelment of Fabricators for Sanchi Silverware, we submit our application for your consideration. The profile of the Firm/Company is as follows:

<b>A</b>	Name and address of the company/firm (along with duly attested copies of registration certificates in support of manufacturing unit Also state legal constitution of the company/firm)	
<b>B</b>	Name & Addresses of Proprietors/Partners/Directors along with Telephone Numbers.	
<b>C</b>	Facilities available in the unit: (Put a tick mark) 1. Melting / Rolling / Embossing / Cutting/ Polishing 2. Other facilities _____	
<b>D</b>	Details of EMD of Rs.50,000/- (Rs. Fifty Thousand only) which will be returned to applicants in case of non-empanelment within one month of tender opening. (Bidders who have already furnished EMD in last tenders need not to furnish the EMD).	DD/BC no. _____ Dt _____ Bank _____
<b>E</b>	Agree to abide by the terms and conditions of Fabricator's agreement as annexed and sign it when required.	
<b>F</b>	Agree to furnish Performance Guarantee or Bank Guarantee/Cash guarantee in equal amount totaling 110% of the value of Silver supplied to you for fabrication? The same has to be kept with MMTC till the successful supply of fabricated material. These amounts will not earn any interest.	
<b>G</b>	PAN no. along with copy of PAN Card, CST/VAT Registration Certificate. Attested Photocopies of Tax Returns and balance sheet for last 3 years.	



<b>H</b>	Names of the Government Organization/s for whom we have fabricated silverware/silver medallion in the past 3 years along with value, fabrication charges earned and other relevant documents.	
<b>I</b>	Name and Address of Bank, Account No. Bank Certificate duly signed by Branch Manager is enclosed.	
<b>J</b>	Whether already doing business with MMTC, if so give details.	
<b>K</b>	Whether Interested in 1) Fabrication 2) Etching/Engraving 3) Packing	<ul style="list-style-type: none"><li>• Fabrication only</li><li>• Fabrication &amp; Etching/Engraving</li><li>• All</li></ul> (tick any one of the above)
<b>L</b>	Any other relevant information	

We hereby declare that all the information furnished in this application is true to best of my/our knowledge and in case any information in this application form is found to be false or incorrect at any time, this shall entail automatic cancellation of my/our application and forfeiture of EMD / Performance Guarantee besides rendering me/us liable for any other legal action(s) at the discretion of MMTC Limited.

Thanking you,

Yours Faithfully

For \_\_\_\_\_

(STAMP)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Enclosed:

1. Registration certificate/License of manufacturing Unit.
2. EMD of Rs 50,000/- (Rupees Fifty thousand only) by banker's cheque or DD in favour of MMTC Limited
3. Copy of PAN Card VAT&CST Regd. of the firm. (Duly attested by public notary)
4. Copies of Income tax returns and balance sheet of the firm for last three years.(duly attested by chartered accounted)
5. Documents in support of fabrication work for Govt. departments during last three years (Job order/Bills and statement of account duly attested).
6. Bank Certificate issued by Branch Manager of the Bank.
7. Color Photos of Directors/Partners/Proprietors



### Criteria for Empanelment of silver fabricator for 2013-14

- The fabricator must have their own manufacturing unit or 100% manufacturing tie-up for fabrication of silverware/silver medallion.
- The Fabricators who have fabricated Silverware/ Silver Medallion for Govt. Departments in last 3 years and has realised fabrication charges of more than Rs 15,00,000/- (Rupees fifteen lacs only) during this period will be given preference. The party will furnish the relevant proof with his application.
- The fabricator must have valid PAN No. and has to furnish income tax returns along with balance sheet for last three years duly attested by the chartered accountant. Fabrication charges after deduction of applicable TDS only will be released.
- MMTC reserves the right to inspect the manufacturing unit and verify any of relevant documents.
- The Fabricator shall furnish earnest money deposit of Rs. 50,000/-(Fifty Thousand only), by banker's cheque / DD in favour of 'MMTC Limited'. EMD to unsuccessful bidders will be returned without interest after completion of the empanelment procedure within one month of tender closing date.
- MMTC shall place on fabricator order(s) for manufacturing of such articles out of silver, which it so wishes, along with necessary specifications and samples. The silver, which shall be handed over by MMTC to the fabricator, shall be of 999.0 fine silver or any other stock of different purity.
- The silver, which shall be handed over by MMTC to the fabricator shall be property of MMTC and shall remain in trust with him.
- The fabricator shall manufacture and supply articles as ordered/selected by MMTC out of the silver taken by him from MMTC;
- The articles fabricated shall be as per specifications as well as sample shown and finalized by MMTC.
- The workmanship of the articles fabricated by him shall be of high quality;
- MMTC and/or its nominated officers will be entitled to inspect the articles while the same are in the process of fabrication;
- The Fabricator shall render an account of the silver on monthly basis, which is taken by him from MMTC;
- The Fabricator shall follow the input and output norms as under: -
- 

<u>INPUT</u>	<u>OUTPUT</u>
<p><b>1 For Silverware</b> Against 1,000 grams of 999.0 Fine Silver issued by MMTC for manufacturing of silverware.</p> <p><b>2 For Silver Medallion</b></p>	<p>Finished goods not confirming to the desired purity will be rejected and defaced before returning to the Fabricator. No charges of any sort will be paid to Fabricator.</p> <p><b>1 For Silverware</b></p>



Against 1,000 grams of 999.0 Fine Silver issued by MMTC for manufacturing of silver medallion	The Fabricator will supply 1,080 Grams of finished silverware of 925.0 fineness melting purity. <b>2 For Silver Medallion</b> The Fabricator will supply 1,000 Grams of finished silver medallion of 999.0 fineness melting purity.
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- The articles fabricated along with the balance silver, if any, shall be delivered at his own cost, by the Fabricator at the place specified by MMTC.
- The supplies shall be made by the Fabricator within time prescribed by MMTC. Fabricator accepts that the time of supply specified in the order placed on him by MMTC shall be the essence of the contract. In case, the Fabricator fails to deliver the articles within time mentioned in the order, he shall be liable to pay damages to MMTC which shall be @ 1% of the fabrication charges of the job order per week or subject to maximum of Rs 20 lakhs.
- MMTC will be entitled to cancel the order and on such cancellation he shall return the silver and the articles fabricated by him to MMTC. Fabricator further accepts that he shall not be entitled to any claim of damages and/or any other relief from MMTC;
- Only those articles, which comply with the design, specifications prescribed by MMTC and are of the purity agreed to and referred to above, shall be acceptable to MMTC. The decision of MMTC in this respect shall be final. The Fabricator shall be paid only for those articles, which have been accepted by MMTC.
- Fabricator will undertake to reimburse and indemnify MMTC of all damages incurred by MMTC in case any third party to whom any article fabricated by the Fabricator is sold/supplied by MMTC is found to be defective and/or have purity less than the declared.
- Fabricator shall deposit a minimum of Rs. 20 lakhs of security in the form of Cash/BG equal to 110 % of the silver value taken by the fabricator from MMTC or supplied by MMTC to the fabricator for fabrication of items as per job order. The cash amount deposited shall not bear any interest. Security shall become refundable only when the Fabricator has supplied the articles, balance silver, if any and settled his claims with MMTC.
- Fabricator will not to use MMTC trade mark 'Sanchi' and/or MMTC's design for and in connection with goods/articles fabricated by the fabricator for any other Firm/Company/Individual during the tenancy and after expiry of this agreement. In case Manufacturer/Supplier is found to be indulging such activities, MMTC reserves the right to forfeit his Performance Guarantee/FDR and also to take legal action and claim compensation. On termination of this arrangement and/or its expiry he shall return the Dies/Moulds to MMTC.
- Fabricator will agree all the terms and conditions of the agreement to be entered into with MMTC fabricator panel.
- MMTC reserve the right to accept or reject any application on merits without assigning any reasons.



(On non-judicial stamp paper of Rs.100/-)

**Agreement for Fabricator of Silver fabricator for 2013-14**

THIS AGREEMENT IS MADE ON \_\_\_\_\_between M/s MMTC Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at Core-I, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 and one of its branch offices at F 8-11, Flatted Factories Complex, Rani Jhansi Road, Jhandewalan, New Delhi-55 (hereinafter referred to as MMTC) which expression unless repugnant to the context and/or expressly excluded, shall include its successors and assigns) of the one part; AND M/S \_\_\_\_\_(name of party)\_\_\_\_\_ a company incorporated under the Companies Act/partnership firm having its business at \_\_\_\_\_(address of party)\_\_\_\_\_ (hereinafter called the Fabricator which expression, unless repugnant to the context and/or expressly excluded, shall include its legal heirs, successors, legal representatives and assigns) of the second part.

WHEREAS MMTC is dealing in sale of articles made out of silver such as silver ware and silver medallion bars etc. AND

WHEREAS MMTC is interested in getting its articles fabricated out of the silver of 999.0/925.0 fineness supplied by MMTC;AND

WHEREAS the fabricator is carrying on the work of fabrication of silverware/silver medallion bars and various articles made out of silver for its clients in their manufacturing unit; AND

WHEREAS the fabricator has approached MMTC to fabricate such articles as may be so ordered by MMTC out of the 999.0/925.0 fineness silver supplied by MMTC, to which the MMTC has agreed; AND

WHEREAS after negotiations, the parties have arrived at the following agreement.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That MMTC shall place job order(s) on fabricator for manufacturing of such articles out of silver, which it so wishes, along with necessary specifications and samples. The silver, which shall be handed over by MMTC to the fabricator, shall normally be 999.0 fine imported Silver or any other stock of different purity.

**2. The Fabricator covenants with the MMTC as under:**

- a) That the Fabricator accepts and agrees that silver which shall be handed over by MMTC to the fabricator, shall be property of MMTC and shall remain in trust with him.
- b) That the fabricator shall manufacture and supply articles as ordered by MMTC out of the silver taken by the fabricator from MMTC;
- c) That the articles fabricated shall be as per specifications as well as sample which shall be supplied to the fabricator by MMTC.
- d) That the workmanship of the articles fabricated by him shall be of high quality;
- e) That MMTC and/or its authorized agents will be entitled to inspect the articles while the same are in the process of fabrication or polishing or etching/engraving;
- f) That the Fabricator shall render an account of the silver every month, which is taken by the fabricator from MMTC;



g) That the Fabricator shall follow the input and output norms as under: -

<b><u>INPUT</u></b>	<b><u>OUTPUT</u></b>
<b>1 For Silverware</b> Against 1,000 grams of 999.0 Fine Silver issued by MMTC for manufacturing of silverware.	Finished goods not confirming to the desired purity will be rejected and defaced before returning to the Fabricator. No charges of any sort will be paid to Fabricator.
<b>2 For Silver Medallion</b> Against 1,000 grams of 999.0 Fine Silver issued by MMTC for manufacturing of silver medallion	<b>1 For Silverware</b> The Fabricator will supply 1,080 Grams of finished silverware of 925.0 fineness melting purity. <b>2 For Silver Medallion</b> The Fabricator will supply 1,000 Grams of finished silver medallion of 999.0 fineness melting purity.

h) That the articles along with the balance silver, if any, shall be delivered at his own cost, by the Fabricator at the place specified by MMTC. The places of delivery of consignment shall be specified by MMTC.

i) That the supplies shall be made by the Fabricator within time prescribed by MMTC. Fabricator accepts that the time of supply specified in the order placed on him by MMTC shall be the essence of the contract. In case, the Fabricator fails to deliver the articles within time mentioned in the order, the fabricator shall be liable to pay damages to MMTC which shall be @ 1% of the fabrication charges of job order per week or subject to a maximum of Rs.20 lacs. The fabricator further agrees for depositing a Performance Bank Guarantee of Rs 2,00,000/- (Rupees two lac only). MMTC shall forfeit the Security Deposit or invoke BG in case of delay over one month.

J) That Fabricator further accepts that MMTC will be entitled to cancel the order and on such cancellation the fabricator shall return the silver and the articles fabricated by him to MMTC. Fabricator further accepts that the fabricator shall not be entitled to any claim of damages and/or any other relief from MMTC;

K) That only those articles, which comply with the design, specifications prescribed by MMTC and are of the purity agreed to and referred to above shall be acceptable to MMTC. The decision of MMTC in this respect shall be final. The Fabrication charges will be paid only for those articles, which had been accepted by MMTC.

l) Fabricator undertakes to reimburse and indemnify MMTC of all damages incurred by MMTC in case any third party to whom any article fabricated by the Fabricator is sold/supplied by MMTC is found to be defective and/or have purity/weight less than declared.

m) Fabricator undertakes to comply with all statutes, rules and regulations including Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Excise Duty Act, CST & VAT Act, Workmen Compensation Act, Excise & Service Tax Act, Employees State



Insurance Act and Employees Provident Fund & Miscellaneous Provisions Act; DVAT and CST Act.

n) That any person employed by the Fabricator for fabrication of articles for MMTC shall have no privity of employment with MMTC and shall not claim to be an employee of MMTC;

o) That in case of any injury including death, being sustained by any employee/person working in fabrication of the articles for MMTC and/or in the place of fabrication, the same shall be the liability of the Fabricator and MMTC will not be liable for the same.

p) That the Fabricator shall get Workmen Compensation Act policy from any insurance company at his own cost.

q) That in case any claim is made against MMTC, by any Govt/Private Agency, individual customers of the Fabricator shall be liable to reimburse and/or indemnify MMTC against it as well as the costs incurred by MMTC.

r) Fabricator shall deposit a minimum of Rs. 20 Lacs of security in the form of BG/Cash for 110 % value of the silver taken by the fabricator from MMTC or supplied by MMTC to the fabricator for fabrication. The amount deposited shall not bear any interest and shall become refundable only when the Fabricator has supplied the articles, balance silver, if any and settled his claims with MMTC.

s) Fabricator undertakes not to use MMTC trade mark 'Sanchi' Logo and/or MMTC's design for and in connection with goods/articles fabricated by him for any other person and on termination of this agreement and/or its expiry he shall return the die/mould to MMTC.

t) Fabricator will have to furnish the 20% EMD and 7.5% Performance Guarantee separately (including in clause 2(i) of this Agreement) of the Order value for which the work order has been awarded, the same shall be forfeited in case the bidder (fabricator) fails to execute the order to the complete satisfaction of MMTC or refused to accept the order due to any reasons. Due to failure to delivery within the stipulated period and non-acceptance of the order by the Fabricator, in any circumstances, the liquidity damages to MMTC, if any, will be borne by the Fabricator.

### **3. MMTC covenants to the fabricator as under:**

a) That it shall supply the samples as well as the specifications of the articles that it wishes to get fabricated from the Fabricator.

b) That the silver supplied by it to the Fabricator shall normally be of 999.0 purity but MMTC may issue silver of lesser purity also depending upon stock position.

c) That it shall pay for the fabrication charges to the Fabricator at the rates agreed by them at the time of Invitation of Commercial Bids and negotiation, if required.

d) That it shall pay the charges to the Fabricator within 2(Two) weeks of the receipt of the bills and assay report.

### **4. That the parties further agree**

a) That random samples up to 10% from each lot of articles delivered by the Fabricator to MMTC will be taken for conducting assaying /analyzing of purity and fineness in the presence of Fabricator's representative. The sample earmarked will be melted and divided into four parts and sealed separately in the presence of Fabricator's





representative. One part will be used by MMTC's in house Assaying and Hallmarking Unit or any other reputed/authorized BIS approved unit(s), at MMTC option, for ascertaining purity/fineness of the article supplied which shall be the basis for acceptance of silverware/silver medallion and release of fabrication charges. In case, the purity does not conform to the specification required and the Fabricator makes a request in writing to MMTC for resorting to Umpire Analysis, the second part of the sample will be forwarded for umpire analysis to any one of the external agency mentioned in clause b hereunder for ascertaining the results. The results as declared by the external agency shall be final and binding for the purpose of arriving at the purity, on both the Fabricator and MMTC.

b). Sample for umpire analysis will be forwarded to any of the following parties at the sole discretion of MMTC:

- i) India Government Mint, Mumbai
- ii) India Government Mint, NOIDA
- iii) Gujarat Gold Centre, Ahmedabad
- iv) Shri Ram Institute for Industrial Research, Delhi

In case the results declared by the umpire analysis conform to the specifications required by MMTC, the lot of articles supplied will be accepted and all costs incurred will be borne by MMTC. In the event results do not conform to the specifications laid down by MMTC, the entire lot of articles shall be rejected and defaced/de-shaped and returned to the Fabricator. All costs incurred in the process shall be paid by the Fabricator.

c) That in case of failure of the Fabricator to supply the articles or on his failure to return silver and/or pay amount due to MMTC and/or on commission of any breach of this agreement, MMTC will be entitled to invoke bank guarantee without any reference to the Fabricator and forfeit the EMD and Security or any other amount payable to the fabricator.

d) That the Fabricator shall fabricate each article as per specified weight and tolerance by MMTC for such an article in its order placed on the Fabricator. MMTC, however, may at its discretion accept articles within the tolerance limits. The tolerance limits shall be +/- 3% of the specified weight or as per terms of order placed on the fabricator. In case of silver medallions, no negative tolerance in respect of weight and purity will be accepted by MMTC. The maximum tolerance of +250 milligrams of 10 gm, 15 gm, 20 gm, 50 gm, & 100 gm denominations of silver medallion and maximum tolerance + 500 milligrams of 250 gm, 500 gms & 1kg silver medallions will be accepted. More than above quoted tolerance would be accepted without any extra cost of silver. The Fabricator shall be paid fabrication charges as per actual weight but in no case the fabricator shall be entitled to payment if the article exceeds in weight beyond the maximum tolerance weight even if such article is accepted by MMTC.

e) Fabricator at his cost shall take delivery of silver from the place specified by MMTC and deliver articles and balance silver at place(s) specified by MMTC.

f) That this agreement will remain valid for a period of one year from the date of signing and may be extended further by mutual written consent of the parties.



- g) The MMTC reserve the right to terminate this agreement at any point of time before expiry of one year or such further extended period by giving a 15 days notice in writing, subject to settlement of all dues by both the parties.
- h) The MMTC reserve the right to insist on own fabrication unit with a valid registrations at any time of this agreement during the year.
- i) Incase, a fabricator backs out after being selected for a particular item during the effectiveness of this agreement they shall be banned for a minimum period of 2 years and MMTC reserve the rights to forfeit their EMD & performance guarantee and financial security to take further suitable action to recover losses if any.
- j) Incase, the product fabricated does not confirm to the specification, quality, finish to MMTC's satisfaction repetitively for 3 times, the fabricator shall not be entertained further, and MMTC at its own discretion may terminate the contract and make good the losses suffered by MMTC due to non conforming of product of desired specifications quality by recovering the same from the EMD, invoking BG or by adjusting against the credit balance of the party in MMTC's books.

### **ARBITRATION**

g) In the event of any dispute or difference arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof, the same shall be referred to the sole arbitration of Chairman-cum-Managing Director of MMTC or a person nominated by him. The decision/award of the arbitrator shall be final and binding on the parties.

The party invoking arbitration shall specify the dispute or differences to be referred to arbitration under this clause together with amount or amounts claimed in respect of each such dispute. The other party shall be entitled to file its counter claims, if any.

The provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under shall govern the proceedings.

The venue of the arbitration shall be New Delhi.

For the purpose of invoking this arbitration clause, the notice shall be served by Registered Post on MMTC to its General Manager, Jhandewalan, F-8 - 11, Flatted factories complex, Delhi-110055 and on the Fabricator at the address given hereinabove.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE AND THE YEAR FIRST AFOREMENTIONED IN THE PRESENCE OF THE WITNESSES;

Party of the 1<sup>st</sup> Part

Party of the 2<sup>nd</sup> part

**Witnesses:**

- 1.
- 2.

**(On the Letter Pad of Applicant )****Application Form for Empanelment of Manufacturers for Packing Material for MMTC's Silverwares/Gold & Silver Medallion.**

To,  
The General Manager,  
MMTC Limited,  
F 8-11, Flatted Factories Complex,  
Rani Jhansi Road, Jhandewalan,  
New Delhi-110055

Dated:\_\_\_\_\_

Dear Sir,

With reference to your advertisement dated\_\_\_\_\_ inviting applications for empanelment of Manufacturers for Packing Material of MMTC's Silverware/Gold & Silver Medallions, we submit our application for your consideration. The profile of the Firm/Company is as follows:

<b>A</b>	Name of the Company/Firm along with the legal constitution and addresses	
<b>B</b>	Name of Proprietors/Partners/Directors along with: Telephone No._____ Mobile No._____ Fax No. if any_____	
<b>C</b>	Location and Address of Manufacturing unit alongwith a copy of proof.	
<b>D</b>	Deals in manufacturing of Packing material for : (Put a tick mark)	1. Silverwares 2. Gold Medallion 3. Silver Medallion
<b>E</b>	Details of EMD of Rs. 50,000/-(Rupees Fifty Thousand Only). EMD will be returned without interest to non-empanelled parties within one month of closure of tender. (Bidders who have already furnished EMD in last tenders need not to furnish the EMD again)	DD/BC No._____ Date_____ Bank_____ _____
<b>F</b>	Agree to abide by the terms and conditions of MMTC's Manufacturer agreement and sign it.	
<b>G</b>	Sales Tax Registration Number (CST and VAT) and PAN No. of Proprietor/Firm along with copy of certificate duly attested by Public Notary	
<b>H</b>	Name and Address of our Bank along with account no. Certificate duly signed	



	by Branch Manager is enclosed.	
<b>I</b>	Any other relevant information.	
<b>J</b>	Names of the Govt. Organizations/PSU's etc. for whom we have supplied packing material in the last three years along with value and relevant documents.	
<b>K</b>	Already doing business with MMTC? If so give details.	

I/We hereby declare that all the information furnished in this application is true to best of my/our knowledge and in case any information in this application form is found to be false or incorrect at any time, this shall entail automatic cancellation of my/our application and forfeiture of EMD besides rendering me/us liable for any other legal action at the discretion of MMTC Limited.

Thanking you,

Yours Faithfully,  
For \_\_\_\_\_

STAMP

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Enclosed:

1. Proof for address of the manufacturing unit.
2. EMD of Rs.50,000/- (Rupees fifty thousand only) by bankers cheque or DD in favour of MMTC Limited.
3. Copies of CST and VAT registration certificates.
4. Copy of PAN for TDS of the firm or proprietors.
5. Certificate issued by Branch Manager of the bank.
6. Any document in support of fabrication work for Govt. Organisation/PSU's during last three year (Job order/Bill and statement of account).
7. All the copies of above documents must be attested by any Govt. officer or by Bank Manager.



**Criteria for Empanelment of Packing Material Manufacturer/Supplier 2013-14**

- Manufacturer must have unit in his own name and must be registered with Local as well as Central Sales Tax Authorities and is having valid documents like VAT, CST, SST, any other documents required by MMTC.
- Manufacturing of packing material falls under works contract Act and attract TDS provisions U/S 36A of DVAT Act and U/S 194C of Income Tax Act for deduction of TDS at applicable rates. Manufacturer has to furnish valid documents for TDS No.
- The Manufacturer/Supplier is willing to furnish a Security Deposit of Rs. 50,000/- (Rupees Fifty thousand only), which can be revoked if the party is unable to supply the Packing Material within the specified time limit and/or the supplied material does not conform to the quality parameters specified.
- MMTC shall place job order(s) on the Manufacturer for manufacturing of Packing Material for Silverware/Gold & Silver Medallion, which it so wishes, along with necessary specifications and samples.
- The Manufacturer shall manufacture and supply Packing Material as ordered by MMTC out of manufacturers own raw material approved by MMTC in the premises of MMTC.
- The Packing Material fabricated shall be strictly as per specifications of sample shown or finalized by MMTC.
- The workmanship of the Packing Material manufactured by him shall be of high quality. MMTC will have complete right to reject lots fully or partially for material which are defective/of poor quality.
- MMTC and/or its authorized agents will be entitled to inspect the Packing Material while the same are in the process of manufacturing;
- The Packing Material shall be delivered at manufacturers own cost, by the Manufacturer at the place specified by MMTC. The places of delivery of consignment shall be specified by MMTC and he has to pack the silver/gold articles in the packing material supplied by manufacturer in the premises of MMTC.
- The supplies shall be made by the Manufacturer within time prescribed by MMTC. Manufacturer accepts that the time of supply specified in the order placed on him by MMTC shall be the essence of the contract. In case, the Manufacturer fails to deliver the articles within time mentioned in the order, he shall be liable to pay damages to MMTC which shall be @ 1% of the value of the material per week.
- MMTC will be entitled to cancel the order. Manufacturer further accepts that he shall not be entitled to any claim of damages and/or any other relief from MMTC;
- Only those articles, which comply with the design, specifications prescribed by MMTC referred to above shall be acceptable to MMTC. The decision of MMTC in this respect shall be final. The Manufacturer shall be paid only for that Packing Material, which had been accepted and duly received by MMTC.
- Manufacturer will undertake to reimburse and indemnify MMTC of all damages incurred by MMTC in case any third party to whom any Packing Material fabricated by



the Manufacturer is sold/supplied by MMTC is found to be defective and/or inferior in quality.

- Manufacturer will raise proper tax invoices with valid TIN No.
- Manufacturer will not to use MMTC trade mark 'Sanchi' Logo and/or MMTC's logo for and in connection with goods/articles fabricated by manufacturer for any other Firm/Company/Individual during the tenancy and after expiry of this agreement. In case Manufacturer/Supplier is found to be indulged in such activities, MMTC reserves the right to forfeit his Performance Guarantee/FDR and also take legal action and claim compensation.

Gold/Silver Medallion packing:

- Temper proof laminated card packing medallion in different sizes.
- High quality velvet box with card board box of different sizes.
- High quality velvet pouches of different sizes.
- Acrylic boxes of different sizes.
- MMTC reserve the right to accept or reject any application on merits without assigning any reasons.



(ON NON JUDICIAL STAMP PAPER OF RS.100/-)

**Agreement for Manufacturer of Packing Material for Silverware/Gold & Silver Medallion 2013-14**

THIS AGREEMENT IS MADE ON \_\_\_\_\_ (Date) \_\_\_\_\_ between M/s MMTC Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at Core-I, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 and one of its branch office at F 8-11, Flatted Factories Complex, Rani Jhansi Road, Jhandewalan, New Delhi-55 (hereinafter referred to as MMTC) which expression unless repugnant to the context and/or expressly excluded, shall include its successors and assigns) of the one part; AND \_\_\_\_\_ (Packing Material Manufacturer's Name) \_\_\_\_\_, a company incorporated under the Companies Act/partnership firm having its business at \_\_\_\_\_ (Packing Material Manufacturer's Office Address) \_\_\_\_\_ (hereinafter called the Packing Material Manufacturer which expression, unless repugnant to the context and/or expressly excluded, shall include its legal heirs, successors, legal representatives and assigns) of the second part

WHEREAS MMTC is dealing in sales of items made out of silver (hereinafter called silver ware/Gold & Silver Medallion) and requires Packing Material of different types and styles for them; AND

WHEREAS MMTC is interested in getting the packing material for Silverware/Gold & Silver Medallion manufactured; AND

WHEREAS the Manufacturer is carrying on the work of manufacturing of packing material for Silverware/Gold & silver medallions for its clients; AND

WHEREAS the Manufacturer has approached MMTC to manufacture such packing material as may be so ordered by MMTC out of manufacturers own raw material, to which the MMTC has agreed; AND

WHEREAS after negotiations, the parties have arrived at the following agreement.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That MMTC shall place on Manufacturer order(s) for manufacturing of such packing material, which it so wishes, along with necessary specifications and samples. The raw material necessary for such manufacturing will be arranged by the manufacturer and it will supply packing material in finished form to MMTC.

**2. The Manufacturer covenants with the MMTC as under:**

a) That the manufacturer will manufacture and supply packing material as ordered by MMTC out of manufacturers own raw material.

b) That the packing material manufactured shall be as per specifications as per the sample which shall be supplied to him by MMTC.

c) That the workmanship of the packing material manufactured by the manufacturer shall be of high quality and shall in no way be inferior to the quality of sample supplied by MMTC.

d) That MMTC and/or its authorized agents will be entitled to inspect at any time material while the same are in the process of manufacturing.

e) That the supplies shall be made by the Manufacturer within time prescribed by MMTC. Manufacturer accepts that the time of supply specified in the order placed on



manufacturer by MMTC shall be the essence of the contract. In case, the Manufacturer fails to deliver the packing material within time mentioned in the order, the manufacturer shall be liable to pay damages to MMTC which shall be @ 1% of the value of the material in case of delay on timely supply. Full supply of material against the Job Order will be made by supplier per week or part thereof. MMTC can refuse to accept the delivery of the material after the due date stated in the job order. The Manufacturer further agrees to submit a Security Deposit of Rs 50,000/-. Which may be invoked by MMTC to recover its damages/delay or in case material does not conform to the sample.

f) That Manufacturer further accepts that MMTC shall reserve the right to cancel the order. Manufacturer further accepts that he shall not be entitled to any claim of damages and/or any other relief from MMTC.

g) That only those packing material, which comply with the design, specifications prescribed by MMTC shall be acceptable to MMTC. The decision of MMTC in this respect shall be final. The Manufacturer shall be paid for only those packing material, which has been accepted and duly received by MMTC.

h) Manufacturer undertakes to reimburse and indemnify MMTC of all damages incurred by MMTC in case any third party to whom any article manufactured by the Manufacturer is sold/supplied by MMTC is found to be defective and/or have inferior quality.

i) Manufacturer undertakes to comply with all statutes, rules and regulations including Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Excise Duty Act, CST&VAT Act, Workmen Compensation Act, Employees State Insurance Act and Employees Provident Fund & Miscellaneous Provisions Act; Central Excise Act, DVAT & CST Act, Service Tax Act.

j) That any person employed by the Manufacturer for manufacturing of packing material for MMTC shall have no privity of employment with MMTC and shall not claim to be an employee of MMTC;

k) That in case of any injury including death, being sustained by any employee/person working in manufacturing of the packing material for MMTC and/or in the place of manufacturing, the same shall be the liability of the Manufacturer and MMTC will not be liable for the same.

l) That the Manufacturer shall get Workmen Compensation Act policy from any insurance company at manufacturers own cost.

m) That in case any claim is made against MMTC, by any Govt/Private Agency, individual/Customer etc the Manufacturer shall be liable to reimburse and/or indemnify MMTC against it as well as the costs incurred by MMTC.

n) Manufacturer undertakes not to use MMTC trade mark 'Sanchi' Logo and/or MMTC's design for and in connection with goods/packing material manufactured by him for any other person and on termination of this agreement.

3. **MMTC covenants to the Manufacturer as under:**

a) That it shall supply the samples as well as the specifications of the packing material that it wishes to get manufactured from the Manufacturer.

b) That it shall pay for the Packing Material to the Manufacturer at the rates finalized by them or as mentioned in purchase order.





c) That it shall pay the charges to the Manufacturer within 2 weeks of the receipt of the bills and subsequent inspection of the material.

4. **That the parties further agree**

a) That in case of failure of the Manufacturer to supply the packing material in time or on his failure to supply the packing material or on his failure to pay amount due to MMTC and/or on commission of any breach of this agreement, MMTC will be entitled to invoke performance bank guarantee without any reference to the Manufacturer.

b) That the Manufacturer shall manufacture each Packing Material as per design specified by MMTC for such a packing material in this agreement and/or in its order placed on the Manufacturer. MMTC, however, may at its discretion accept packing material within the tolerance limits depending upon the need of the hour. The Manufacturer shall be paid manufacturing charges as per actual bills but shall not be entitled to payment if the packing material fails on the quality parameters specified by MMTC.

c) Manufacturer at his cost shall deliver packing material at place(s) specified by MMTC.

d) That this agreement is for a period of one year from the date of agreement.

e) The MMTC reserve the right to terminate this agreement at any time before expiry of one year or such further extended period by giving a 15 days notice in writing, subject to settlement of all dues by both the parties.

**ARBITRATION**

a) In the event of any dispute or difference arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof, the same shall be referred to the sole arbitration of Chairman-cum-Managing Director of MMTC or a person nominated by him. The decision/award of the arbitrator shall be final and binding on the parties.

The party invoking arbitration shall specify the dispute or differences to be referred to arbitration under this clause together with amount or amounts claimed in respect of each such dispute. The other party shall be entitled to file its counter claims, if any.

The provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder shall govern the proceedings.

The venue of the arbitration shall be New Delhi.

For the purpose of invoking this arbitration clause, the notice shall be served by Registered Post on MMTC to its General Manager, Jhandewalan, F-8 - 11, Delhi-110055 and on the Manufacturer at the address given hereinabove.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE AND THE YEAR FIRST AFOREMENTIONED IN THE PRESENCE OF THE WITNESSES;

Party of the 1<sup>st</sup> Part

Party of the 2<sup>nd</sup> part

Witnesses:

1.

2.



**Application Form for Empanelment of Manufacturers of Die/Collar/Moulds  
for MMTC's Gold & Silver Medallion.**

To,  
The General Manager,  
MMTC Limited,  
F 8-11, Flatted Factories Complex,  
Rani Jhansi Road, Jhandewalan,  
New Delhi-110055

Dated:\_\_\_\_\_

Dear Sir,

With reference to your advertisement dated\_\_\_\_\_ inviting applications for empanelment of Manufacturers Die/Collar/Moulds for MMTC's Gold & Silver Medallions, we submit our application for your consideration. The profile of the Firm/Company is as follows:

<b>A</b>	Name of the Company/Firm alongwith the legal constitution and addresses	
<b>B</b>	Name of Proprietors/Partners/Directors alongwith: Telephone No._____ Mobile No._____ Fax No. if any_____	
<b>C</b>	Location and Address of Manufacturing unit alongwith a copy of proof.	
<b>D</b>	Deals in manufacturing of Die/Collars/Moulds for : (Put a tick mark)	4. Gold Medallion 2. Silver Medallion 3. Others
<b>E</b>	Details of EMD of Rs. 50,000/-(Rupees Fifty Thousand Only). EMD will be returned without interest to non-empanelled parties within one month of closure of tender. (Bidders who have already furnished EMD in last tenders need not to furnish the EMD again).	DD/BC No._____ Date_____ Bank_____ _____
<b>F</b>	Agree to abide by the terms and conditions of MMTC's Manufacturer agreement and sign it.	
<b>G</b>	Sales Tax Registration Number (CST and VAT) and PAN No. of Proprietor/Firm alongwith copy of certificate duly attested by bank Manager.	
<b>H</b>	Name and Address of our Bank along with account no. Certificate duly signed by Branch Manager is enclosed.	



<b>I</b>	Any other relevant information.	
<b>J</b>	Names of the Govt. Organisations/PSU's etc. for whom we have manufactured and supplied dies/collars/moulds in the last three years alongwith value and relevant documents.	

I/We hereby declare that all the information furnished in this application is true to best of my/our knowledge and in case any information in this application form is found to be false or incorrect at any time, this shall entail automatic cancellation of my/our application and forfeiture of EMD besides rendering me/us liable for any other legal action at the discretion of MMTC Limited.

Thanking you,

Yours Faithfully,  
For \_\_\_\_\_

STAMP

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Enclosed:

1. Proof for address of the manufacturing unit.
2. EMD of Rs.50,000/- (Rupees Fifty thousand only) by bankers cheque or DD in favour of MMTC Limited.
3. Copies of CST and VAT registration certificates.
4. Copy of PAN for TDS of the firm or proprietors.
5. Certificate issued by Branch Manager of the bank.
6. Any document in support of fabrication work for Govt. Organisation/PSU's during last three year (Job order/Bill and statement of account).
7. All the copies of above documents must be attested by any Govt. officer or by Bank Manager.



### **Criteria for Empanelment of Die /Mould Makers / Suppliers - 2013-14**

- Manufacturer must have unit in his own name and must be registered with Local as well as Central Sales Tax Authorities and is having valid documents like VAT, CST , SST, any other documents required by MMTC.
- Manufacturing of Die/Moulds falls under works contract Act and attract TDS provisions U/S 36A of DVAT Act and U/S 194C of Income Tax Act for deduction of TDS at applicable rates. Manufacturer has to furnish valid documents for TDS No.
- The Manufacturer/Supplier is willing to furnish a Security Deposit of Rs. 50,000/- (Rupees Fifty thousand only), which can be revoked if the party is unable to supply the Material within the specified time limit and/or the supplied material does not conform to the quality parameters specified.
- MMTC shall place job order(s) on the Manufacturer for manufacturing of Die/Mould/Collars of various dimensions Gold & Silver Medallion, which it so wishes, along with necessary specifications and samples.
- The Manufacturer shall manufacture and supply Die/Collar/Moulds as ordered by MMTC out of manufacturers own raw material approved by MMTC.
- The Die/Collar/Moulds shall be strictly as per specifications of sample shown or finalized by MMTC.
- The workmanship of the Die/Collar/Moulds manufactured by him shall be of high quality. MMTC will have complete right to reject lots fully or partially which are defective/of poor quality.
- MMTC and/or its authorized agents will be entitled to inspect the Die/Collar/Moulds material while the same are in the process of manufacturing;
- The Die/Collar/Moulds shall be delivered at manufacturers own cost, by the Manufacturer at the place specified by MMTC. The places of delivery of consignment shall be specified by MMTC and he has to ensure that the desired finish is obtained from the Die/Collar/Moulds supplied by manufacturer.
- The supplies shall be made by the Manufacturer within time prescribed by MMTC. Manufacturer accepts that the time of supply specified in the order placed on him by MMTC shall be the essence of the contract. In case, the Manufacturer fails to deliver the Die/Collar/Moulds within time mentioned in the order, he shall be liable to pay damages to MMTC which shall be @ 20% of the value of the material per week.
- MMTC will be entitled to cancel the order. Manufacturer further accepts that he shall not be entitled to any claim of damages and/or any other relief from MMTC;
- Only those Die/Collar/Moulds, which comply with the design, specifications prescribed by MMTC referred to above shall be acceptable to MMTC. The decision of MMTC in this respect shall be final. The Manufacturer shall be paid only for those Die/Collar/Moulds, which has been accepted and duly received by MMTC.
- Manufacturer will undertake to reimburse and indemnify MMTC for any damages incurred by MMTC in case any third party to whom any product fabricated using the Die/Collar/Moulds is sold/supplied by MMTC is found to be defective and/or inferior in quality.



- Manufacturer will raise proper tax invoices with valid TIN No.
- Manufacturer will not use MMTC trade mark 'Sanchi' Logo and/or MMTC's logo for and in connection with goods/articles fabricated by manufacturer for any other Firm/Company/Individual during the tenancy and after expiry of this agreement. In case Manufacturer/Supplier is found to be indulged in such activities, MMTC reserves the right to forfeit his Performance Guarantee/FDR and also take legal action for breach of trust and claim compensation.
- The Die/Collar/Mould supplied shall be MMTC's property and the same shall be supplied to MMTC only. The supplier shall not keep any unfinished/incomplete Die/Collar/Mould in his factory. If any finished/semi finished/incomplete Die/Collar/Mould remains with the supplier, the same shall be destroyed/mutilated/melted by the fabricator.
- MMTC reserve the right to accept or reject any application on merits without assigning any reasons.



(ON NON JUDICIAL STAMP PAPER OF RS.100/-)

**Agreement for Manufacture/Supply of Die/Collar Mould for Gold & Silver Medallion 2013-14**

THIS AGREEMENT IS MADE ON \_\_\_\_\_ (Date) \_\_\_\_\_ between M/s MMTC Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at Core-I, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 and one of its branch office at F 8-11, Flatted Factories Complex, Rani Jhansi Road, Jhandewalan, New Delhi-55 (hereinafter referred to as MMTC) which expression unless repugnant to the context and/or expressly excluded, shall include its successors and assigns) of the one part; AND \_\_\_\_\_ (Manufacturer's Name) \_\_\_\_\_, a company incorporated under the Companies Act/partnership firm having its business at \_\_\_\_\_ (Die/Collar//Mould Manufacturer's Office Address) \_\_\_\_\_ (hereinafter called the Manufacturer which expression, unless repugnant to the context and/or expressly excluded, shall include its legal heirs, successors, legal representatives and assigns) of the second part

WHEREAS MMTC is dealing in sales of Medallions of Gold and Silver in various sizes, shapes and dimensions (hereinafter called Gold & Silver Medallion) and requires Die/Collar/Moulds of different dimensions and shapes for manufacturing them; AND

WHEREAS MMTC is interested in getting the Die/Collar/Moulds for Gold & Silver Medallion manufactured; AND

WHEREAS the Manufacturer is carrying on the work of manufacturing and supply of Die/Collars/Moulds for its clients; AND

WHEREAS the Manufacturer has approached MMTC to manufacture and supply such Die/Collar/Mould as may be so ordered by MMTC out of manufacturers own raw material, to which the MMTC has agreed; AND

WHEREAS after negotiations, the parties have arrived at the following agreement.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That MMTC shall place on Manufacturer order(s) for manufacturing of such Die/Collar/Mould, which it so wishes, along with necessary specifications. The raw material necessary for such manufacturing will be arranged by the manufacturer and it will supply Die/Collar/Mould in finished form to MMTC.

**2. The Manufacturer covenants with the MMTC as under:**

- a) That the manufacturer will manufacture and supply Die/Collar/Mould as ordered by MMTC out of manufacturers own raw material.
- b) That the Die/Collar/Mould manufactured shall be as per specifications which shall be supplied to him by MMTC.
- c) That the workmanship of the Die/Collar/Mould manufactured by the manufacturer shall be of high quality and shall in no way be inferior to the quality requirements of MMTC.
- d) That MMTC and/or its authorized agents will be entitled to inspect at any time the material while the same are in the process of manufacturing.



- e) That the supplies shall be made by the Manufacturer within time prescribed by MMTC. Manufacturer accepts that the time of supply specified in the order placed on manufacturer by MMTC shall be the essence of the contract. In case, the Manufacturer fails to deliver the Die/Collar/Mould within time mentioned in the order, the manufacturer shall be liable to pay damages to MMTC which shall be @ 20% of the value of the material per week or part thereof. The Manufacturer further agrees to submit a Security Deposit of Rs 50,000/-. Which may be invoked by MMTC to recover its damages/delay or in case material does not conform to the specifications.
- f) That Manufacturer further accepts that MMTC shall reserve the right to cancel the order. Manufacturer further accepts that he shall not be entitled to any claim of damages and/or any other relief from MMTC.
- g) That only those Die/Collar/Mould, which comply with the design, drawing and specifications or sample prescribed by MMTC shall be acceptable to MMTC. The decision of MMTC in this respect shall be final. The Manufacturer shall be paid for only that Die/Collar/Mould, which has been accepted and duly received by MMTC.
- h) Manufacturer undertakes to reimburse and indemnify MMTC of all damages incurred by MMTC in case any third party to whom any article manufactured by MMTC using the Die/Collar/Mould supplied by the Manufacturer and sold/supplied by MMTC is/are found to be defective and/or have inferior quality.
- I) Manufacturer undertakes to comply with all statutes, rules and regulations including Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Workmen Compensation Act, Employees State Insurance Act and Employees Provident Fund & Miscellaneous Provisions Act; Central Excise Act, DVAT/CST Act, Service Tax Act.
- j) That any person employed by the Manufacturer for manufacturing of Die/Collar/Mould for MMTC shall have no privity of employment with MMTC and shall not claim to be an employee of MMTC;
- k) That in case of any injury including death, being sustained by any employee/person working in manufacturing of the Die/Collar/Mould for MMTC and/or in the place of manufacturing, the same shall be the liability of the Manufacturer and MMTC will not be liable for the same.
- l) That the Manufacturer shall get Workmen Compensation Act policy from any insurance company at manufacturers own cost.
- m) That in case any claim is made against MMTC, the Manufacturer shall be liable to reimburse and/or indemnify MMTC against it as well as the costs incurred by MMTC.
- n) Manufacturer undertakes not to use the Die/Collar/Mould manufactured by him for any other person as well as MMTC's trade mark 'Sanchi' Logo and/or MMTC's design for and in connection with during the currency of this agreement or after expiry/termination of this agreement.
- o) It is clearly understood and agreed to that the design, artwork, specifications, samples etc. provided by MMTC to the manufacturer in connection with manufacture of Die/Collar/Moulds, shall be the property of MMTC and shall be returned to MMTC along with the Die/Collar/Moulds. It is further understood and agreed to by the Manufacturer that he shall not pass on/sell or cause to pass on/sell any of the Die/Collar/Moulds/its design, artwork, specifications, samples, etc either fully or partly and if the Manufacturer



is found to have violated this clause either directly or indirectly, he shall be held liable for criminal conspiracy and appropriate legal proceedings would be initiated against him.

p) The Die/Collar/Mould supplied shall be MMTC's property and the same shall be supplied to MMTC only. The supplier shall not keep any unfinished/incomplete Die/Collar/Mould in his factory. If any finished/semi finished/incomplete Die/Collar/Mould remains with the supplier, the same shall be destroyed/mutilated/melted by the fabricator. A declaration to this effect is to be submitted by the manufacturer to MMTC upon completion of each supply/order.

**3. MMTC covenants to the Manufacturer as under:**

- a) That it shall supply the specifications of the Die/Collar/Mould that it wishes to get manufactured from the Manufacturer.
- b) That it shall pay for the Die/Collar/Mould to the Manufacturer at the rates finalized by them or as mentioned in purchase order.
- c) That it shall pay the charges to the Manufacturer within 2 weeks of the receipt of the bills and subsequent inspection of the material.

**4. That the parties further agree**

- a) That in case of failure of the Manufacturer to supply in time or on his failure to supply or on his failure to pay amount due to MMTC and/or on commission of any breach of this agreement, MMTC will be entitled to invoke performance bank guarantee without any reference to the Manufacturer.
- b) That the Manufacturer shall manufacture each Die/Collar/Mould as per design specified by MMTC for such Die/Collar/Mould in this agreement and/or in its order placed on the Manufacturer. MMTC, however, may at its discretion accept Die/Collar/Mould depending upon the need of the hour. The Manufacturer shall be paid manufacturing charges as per actual bills but shall not be entitled to payment if the Die/Collar/Mould fails on the quality parameters specified by MMTC.
- c) Manufacturer at his cost shall deliver Die/Collar/Mould at place(s) specified by MMTC.
- d) That this agreement is for a period of one year from the date of agreement.
- e) The MMTC reserve the right to terminate this agreement at any time before expiry of one year or such further extended period by giving a 15 days notice in writing, subject to settlement of all dues by both the parties.

**ARBITRATION**

- a) In the event of any dispute or difference arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof, the same shall be referred to the sole arbitration of Chairman-cum-Managing Director of MMTC or a person nominated by him. The decision/award of the arbitrator shall be final and binding on the parties.





The party invoking arbitration shall specify the dispute or differences to be referred to arbitration under this clause together with amount or amounts claimed in respect of each such dispute. The other party shall be entitled to file its counter claims, if any.

The provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder shall govern the proceedings.

The venue of the arbitration shall be New Delhi.

For the purpose of invoking this arbitration clause, the notice shall be served by Registered Post on MMTC to its General Manager, Jhandewalan, F-8 - 11, Delhi-110055 and on the Manufacturer at the address given hereinabove.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE AND THE YEAR FIRST AFOREMENTIONED IN THE PRESENCE OF THE WITNESSES;

Party of the 1<sup>st</sup> Part

Party of the 2<sup>nd</sup> part

Witnesses:

- 1.
- 2.

**Application Form for Empanelment of Etchers/engravers for MMTC's Silverwares**

To,  
The General Manager,  
MMTC Limited,  
F 8-11, Flatted Factories Complex,  
Rani Jhansi Road, Jhandewalan,  
New Delhi-110055

Dated:\_\_\_\_\_

Dear Sir,

With reference to your advertisement dated\_\_\_\_\_ inviting applications for empanelment of Etchers/Engravers for MMTC's Silverwares, we submit our application for your consideration. The profile of the Firm/Company is as follows:

<b>A</b>	Name of the Company/Firm along with the legal constitution and addresses	
<b>B</b>	Name of Proprietors/Partners/Directors along with: Telephone No._____ Mobile No._____ Fax No. if any_____	
<b>C</b>	Location and Address of Manufacturing unit alongwith a copy of proof.	
<b>D</b>	Deals in etching/engraving on silverwares : (Put a tick mark)	1. Silver Medallion 2. Silverwares 3. Others
<b>E</b>	Details of EMD of Rs. 50,000/-(Rupees Fifty Thousand Only). EMD will be returned without interest to non-empanelled parties within one month of closure of tender. (Bidders who have already furnished EMD in last tenders need not to furnish the EMD again).	DD/BC No._____ Date_____ Bank_____ _____
<b>F</b>	Agree to abide by the terms and conditions of MMTC's Manufacturer agreement and sign it.	
<b>G</b>	Sales Tax Registration Number (CST and VAT) and PAN No. of Proprietor/Firm along with copy of certificate duly attested by bank Manager.	
<b>H</b>	Name and Address of our Bank along with account no. Certificate duly signed by Branch Manager is enclosed.	
<b>I</b>	Any other relevant information.	



<b>J</b>	Names of the Govt. Organizations/PSU's etc. for whom we have dealt in the last three years along with value and relevant documents.	
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I/We hereby declare that all the information furnished in this application is true to best of my/our knowledge and in case any information in this application form is found to be false or incorrect at any time, this shall entail automatic cancellation of my/our application and forfeiture of EMD besides rendering me/us liable for any other legal action at the discretion of MMTC Limited.

Thanking you,

Yours Faithfully,  
For \_\_\_\_\_  
STAMP

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

**Enclosed:**

1. Proof for address of the manufacturing unit.
2. EMD of Rs.50,000/- (Rupees Fifty thousand only) by bankers cheque or DD in favour of MMTC Limited.
3. Copies of CST and VAT registration certificates.
4. Copy of PAN for TDS of the firm or proprietors.
5. Certificate issued by Branch Manager of the bank.
6. Any document in support of fabrication work for Govt. Organization/PSU's during last three year (Job order/Bill and statement of account).
7. All the copies of above documents must be attested by any Govt. officer or by Bank Manager.



TERMS & CONDITIONS FOR EMPANELMENT OF PACKERS FOR PACKAGING  
GOLD/SILVER MEDALLIONS

1. The price quotations have to be submitted to DGM(Retail) on per piece basis. The price bid will be opened by the Bid Evaluation Committee. The acceptance of the quotation/offer will rest with the MMTC Limited who does not bind to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received or to waive off any condition without assigning any reason.
2. The rates quoted will be valid for one year from the date of placing the order or may be extended further/reduced at the sole discretion of MMTC.
3. The packers are required to submit a fresh EMD equal to 20% of amount of quoted order value. For example 20% X Quoted rate X Proposed qty. EMD will be refunded to the unsuccessful bidders.
4. The successful bidder has to deposit performance guarantee amount equal to 7.5% of job order value in addition to the EMD. In case of defective packing or refusal or delay in supply for packaging, the performance guarantee will be forfeited and the packing will have to be replaced immediately at the entire cost of supplier/packer. In case of repetitive default or after giving two notices in writing, EMD will be forfeited.
5. Order of packing shall only be placed after approval of design. The selected packers have to pack smaller number of medallions as per requirement of MMTC. Packer should be ready with the packing as soon as MMTC orders packaging. Payment of only packed medallions shall be released; therefore packers may plan the packing schedule accordingly and may not insist for payment or unpacked stocks. The order of velvet boxes and pouches will be placed in piece wise manner.
6. Packers will undertake to reimburse and indemnify MMTC of all the damages if incurred due to any delay or damaged to medallions or packing or improper packing which is not conforming to approved sample.
7. Packer has to pack gold and silver medallions in MMTC premises. The timing of the work would to be carried on in our premises shall be strictly from 10 AM to 5 PM on the weekdays. The timing should be followed strictly since the medallions have to be properly kept in the vault before leaving the premises. In any case the medallions taken for packing shall have to be returned the same day (i.e. both packed and unpacked medallions) and the unpacked shall have to be returned the same days (i.e. both packed and unpacked medallions) and the unpacked medallions shall not be left to the packer for packing overnight. In case the packer leaved his machines in MMTC premises, MMTC shall not be responsible for any damage or loss of material/machinery placed in MMTC premises.
8. Wherever the jackets are required, the same shall have to be supplied irrespective of the quantity of jackets.
9. MMTC reserves the right to appoint additional packers out of the bidders of this tender to carry out the job work at L-1 rates in case the quantity of the coins to be packed is high and/or to meet the delivery schedule(s).
10. Sample of the gold and silver packing can be inspected at our Sanchi Showroom, Jhandewalan, Scope Complex, Lodhi Road during the office hours 9.30 a.m. to 5.30 p.m.



- Participants should provide their price bid in prescribed format with utmost care. They should use their company letterhead and put their signature along with the rubber stamps of the company. All crossing/cutting should be signed. No overwriting is allowed.
- Copy of the terms and conditions should be duly signed and stamped and submitted with the offer.

### **Specification of packing material**

(A)

La

#### **minated tamper proof plastic card (like credit card) packing**

The packing will be in plastic tamper proof card packing (like credit card) along with jacket.

- Product to be packed: Various gold and silver medallions with following size. The rates shall be applicable for both in-house medallions and corporate medallions.

Shape of Coin	Diameter of the coin	Weight of the Gold coin	Weight of the Silver coin
Circular	12mm	0.5g	NOT APPLICABLE
Circular	14mm	1 g	NA
Circular	15 mm	2 g	NA
Circular	22 mm	5g to 8 g	NA
Circular	25 mm	10g to 15g	5g
Circular	28 mm	15g to 20g	NA
Circular	32 mm	20g to 25g	10g TO 13g
Circular	38 mm	30g to 35g	20g
Circular	47 mm	NA	50g
Rectangular	18mm x 31mm	20g	Na
Rectangular	10 gm silver	NA	10g
Rectangular	20 gm silver	NA	20g

- Size of card: Length 8.5cm x Breadth 5.5cm (approx.)
- Thickness: Thickness of plastic card including print sheet and card sheet should be at least 0.8 mm for gold coins up to 10 grams and 1.6mm for 20 gm and above
- Lamination: 150 microns lamination (PVC fused card) on both side.
- Paper quality for jacket: Jacket in paper card (Paper thickness: 400 GMS in (imported art card). Size 9 cm x 6cm approx.

#### **(B) Gold/Silver Packaging in velvet boxes**

- Product to be packed: Various gold and silver medallions with following size

Circular	15mm
Circular	22 mm
Circular	25 mm
Circular	28 mm
Circular	32 mm
Circular	38 mm
Circular	47 mm
Circular	60 mm
Rectangular	18mm x 31mm
Rectangular for 20, 50, 100 gram silver	
Rectangular for 250gram silver med*	



Rectangular for 500 gram silver med*
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Rectangular for 1000 gram silver med*
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2. Size of box: 3"x3", 4"x4", 5"x5" shape with and without acrylic case inside.
3. Artwork: MMTC Logo or corporate logo to be printed inside of the lid.

**C) Velvet folder type packing:**

1. Product to be packed: Laminated plastic card and 100 gram silver medallions
2. Size of Folder: 6"x4" and 6"x12" with single fold or double fold.
3. Other specifications: Packing should be supplied with vacuum forming sheet to hold medallion and paper box with transparent window and corporate or MMTC logo.

**D) Paper Card Packing:**

1. Product to be packed: 10 gram, 20 gram, 50 gram silver medallions
2. Size:

Packing for 10 and 20 gram coin	7.5cm x 11 cm appx. For packing and 8cm x 11.25 cm
Packing for 50 gram coin	12.5cm x 12.5cm appx. For packing and 13cm x 13 cm appx. for jacket.
Dia for 10 gram coin	32 mm
Dia for 20 gram coin	38 mm
Dia for 50 gram coin	47m

3. Paper Quality: 400-800GMS in imported art card with 27 micron lamination Cosmo film.
4. Artwork: Attractive artwork has to be developed by successful bidder. The confirm order shall only be placed after approval of artwork.
5. Other specifications: The vacuum forming should be atleast 20 mm of imported polyester.

**(E) Velvet pouches**

1. Product to be packed: Laminated plastic cards at Serial No.A
2. Size: 14cm x 8.5 cm appox.
3. Other specifications: Pouches should be with zip with flap and button iun maroon color or any other attractive color/design. The final order shall only be placed after approval of design and colour.

**(F) Acrylic Box with two aluminum pillar:**

1. To hold the coin, base velvet cover for Railway's order. Sample may be seen with medallion marketing division.
  2. Size: 8.5 x 5 x 6 cm aluminum pillar 1.5" length and rectangular box, diameter 0.75"
- NB: In good packing which can be further transported through Blue Dart to the final destination.

**(G) Creative designs:** No separate design charges will be paid for developing in house as well as corporate packaging art work of medallions,

**PRICE QUOTATIONS FOR PACKING**

## A) Laminated tamper proof plastic card packing

(The under mentioned quantity is tentative, it may be increased or decreased depending upon the requirement)

Item	Qty	Price Bid (with jacket)	Price Bid (without jacket)
0.5 gram gold and 1 gram gold (1.6 mm thickness)	1000		
2 gram to 10 gram round gold (0.8 mm thickness)	20000		
10 gram rectangular gold	5000		
20 gram rectangular gold	5000		
10 gram rectangular silver	10000		
20 gram rectangular	5000		
10 gram and below silver round coins in 0.8 mm	25000		
20 gram and above silver round coins in 1.6 mm	15000		

## B) Velvet boxes

Item description	Qty	Size	Without acrylic case	Without acrylic case
For 250 gram round and rectangular silver medallions	1000	Approx 4" X 4"		Not required
For 500 gram and 1 kg silver round and rectangular	1000	Approx 5" X 5"		Not required
For 100 gram and 50 gram gold bars round and rectangular	6500	Approx 3" X 3"		
Corporate orders		Approx 6" X 6"		

## C) Velvet Folder (For packing of 10000 nos. of 100 gram round silver medallions)

Velvet folder size	Single fold (price/pcs)	Double fold (price/pcs)
6 X 4		
6 X 12		

EMD submitted should be equivalent to 20% of quoted price X qty of Item.



### Calculation of EMD Amount

#### **(A) Laminated tamper proof plastic card packing**

- 20000 X (quoted rate for card packing for 0.5 and 1 gram medallion without jacket or with jacket whichever is higher)= A
- 230000 X (quoted rate for card packing for 1 gram and above to 10 gram medallion without jacket or with jacket whichever is higher)= B
- 60000 X (quoted rate for 20 gram round medallion without jacket or with jacket whichever is higher)= C
- 10000 X (quoted rate for 20 gram rectangular medallion without jacket or with jacket whichever is higher)= D
- 10000 X (quoted rate for 10 gram rectangular gold medallion without jacket or with jacket whichever is higher)= E
- 10000 X (quoted rate for 10 gram rectangular gold medallion without jacket or with jacket whichever is higher)= F

EMD Payable = (A+B+C+D+E+F) X 20%

#### **(B)Velvet/PU/Vinyl Box packing**

- 2000 X (quoted rate for 3X3 PU box without or with acrylic, whichever is higher) = A  
1500 X (quoted rate for 4X4 velvet box without or with acrylic whichever is higher) =B  
1400 X (quoted rate for 5X5 velvet box without or with acrylic whichever is higher) =C  
6500 X (quoted rate for 3X3 velvet box without or with acrylic, whichever is higher) =D  
5000 X (quoted rate for vinyl box with acrylic box for 20 gram silver) = E  
2000 X (quoted rate for vinyl box with acrylic box for 50 gram silver) = F  
3000 X (quoted rate for vinyl box with acrylic box for 100 gram silver) = G

EMD Payable= (A+B+C+D+E+F+G) X 20%

#### **(C) Velvet Folder**

10000 X (quoted rate for 6 X 4 double fold velvet folder)= A

EMD payable = (A) X 20%

#### **(D)Paper Card Packing**

30000 X (quoted rate for 50 gram medallion) = A

EMD payable = (A) X 20%

#### **(E) Velvet Pouches**

200000 X (quoted rate for velvet pouch) = A

EMD payable = (A) X 20%