



भारतीय राजदूतावास
सौउल

Embassy of India, Seoul
101, Dokseodang-ro, Yongsan-gu,
Seoul 04419, Republic of Korea
Tel: (+82-2) 798-4257
Fax: (+82-2) 798-4255
Website: www.indembassyseoul.gov.in

No. SEO/COM/215/1/2020

July 30, 2020

Dear Sir/Madam,

We are pleased to inform you that MMTC, an International Trading Company under the Department of Commerce, Government of India, has invited bids for supply of Disposables and Consumables listed below at Delhi from interested overseas suppliers through open ended tender.

2. In view of the rapid spread of Covid19, Ministry of Health and Family Welfare (MoHFW), Government of India has authorized HLL Lifecare Ltd as the nodal procurement agency for all such requirements across various medical institutions in the country. It may be noted that the ultimate purchaser would be HLL Lifecare Ltd.

S. No.	Item	Tentative Quantity Required CIF New Delhi Airport	Unit of Measurement
1	Personal Protective Coverall (Garments)	100,000	Garments
2	Personal Protective Goggles	100,000	Units
3	N95 face mask with expiratory valve mask	400,000	Units
4	Nitrile Gloves Size 6.5, 7.00 (100,000 Pairs each)	200,000	Units
5	Face Shield	600,000	Units
6	Triple Layer Surgical mask	100,000	Units
7	Digital Infrared Thermometer (any make)	15,000	Units
8	Digital Thermal Scanner - Full Body (with sensing to 3m and beyond)	50	Units

3. Copy of tender document is attached. We request you to kindly inform concerned manufacturers for submitting their offers through email: pgt@mmtclimited.com.

With regards,


(Nayantara Dabariya)
Second Secretary (Commercial)



GLOBAL TENDER
FOR URGENT PROCUREMENT
OF
DISPOSABLES AND CONSUMABLES TO FIGHT COVID

MMTC invites bids for supply of Disposables and Consumables at Delhi from interested overseas suppliers through open ended tender . There is no stipulated closing date for the tender and bids can be submitted by email at email id : pgt@mmtclimited.com. Bids will be opened after receipt in the designated email id .

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

Corrigendum/addendum issued, if any, shall only be hoisted on websites mentioned above.

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

Additional General Manager (Projects & GT)
pgt@mmtlimited.com
apm@mmtclimited.com
Phone number: 011-24381249



GLOBAL INVITATION FOR BID (IFB) FOR COVID – 19
EMERGENCY PROCUREMENT

IFB No. MMTC/GT/01/2020

23.04.2020

1. MMTC is an International Trading Company under the Department of Commerce . MMTC deals in a wide range of goods and services. It is a major importer of Precious Metals, Fertilisers and coal. It is also a major exporter of Minerals. MMTC has a wholly owned subsidiary at Singapore. The annual turnover of MMTC is around US \$ 4 billion. Details about MMTC can be accessed from website: www.mmtclimited.com
2. In view of the rapid spread of Covid19, Ministry of Health and Family Welfare (MoHFW). Government of India has authorized HLL Lifecare Ltd as the nodal procurement agency for all such requirements across various medical institutions in the country. MMTC intends to organize imports and supply to HLL Life Care against their requirements. It may be noted that the ultimate purchaser would be HLL Lifecare Ltd.
3. MMTC Limited, invites offers from reputed manufacturers /traders/Agents/Distributors etc for supply of Disposables and Consumables as below:

Sr. No.	Item	Tentative Quantity required CIF New Delhi Airport	UoM
1	Personal Protective Coverall (Garments)	100,000	Garments
2	Personal Protective Goggles	100000	units
3	N95 face mask with expiratory valve mask	400000	units
4	Nitrile Gloves Size 6.5, 7.00, 10,00,000 Pairs each.	200000	Pairs
5	Face Shield	600000	units
6	Triple Layer Surgical mask	100000	units
7	Digital Infrared Thermometer (any make)	15,000	units
8	Digital Thermal Scanner - Full Body (with sensing to 3m and beyond)	50	Units

The Tender Documents can be downloaded from Website www.mmtclimited.com or CPP portal : <http://eprocure.gov.in>

4. The tender is open ended without any specific closing date. Eligible Bidders can submit their Bids to the following email id : pgt@mmtclimited.com along with scanned copies of requisite documents. Bids will be opened on receipt and examined for compliance to the tender criteria.
5. The product requirement is on urgent basis and hence bidders must provide a delivery schedule for completion of total quantity mentioned in the above table. The offered product(s) must be 100% compliant with the specification mentioned in the Annexure- 1.
7. Bidders need to submit a compliance certificate from the principal manufacturer (if bidder is a authorized distributor) that the specification of the offered product is 100% complying with the specification mentioned in the tender - Annexure 1
8. Bidder should submit relevant brochure and technical data sheet and certificates for the offered product(s). All items need to be delivered at New Delhi. The consignee address to which delivery has to be done will be mentioned in the Letter of Indent / Purchase order

9. Eligible Bidders:

The Bidder should be a Global Manufacturer / supplier or an Authorized Dealer / Agent / Distributor / Channel Partner of the Manufacturer

The Manufacturer or an Authorized Dealer / Agent / Distributor / Channel Partner never been black listed by any Govt. / Procurement agency / Funding agency / Registering authority in any part of world

At least 3 years of experience by supplying the mentioned products

Supplies to at least 3 Overseas Ministries / Governments / UN Agencies /WHO across the globe/Global Health Institutions/Programs

Valid Export and Import License issued by the local Government

Bidder should have a valid Manufacturing Licenses approved by the local Government with valid CIN number

Average annual financial turnover of the bidder during the last 3 years, ending 31st March / 31st December of the previous financial year, should be at least USD 100000

The product requirements are on urgent basis and hence bidders must provide a delivery schedule for completion of total quantity mentioned in IFB

The Bidder shall bear all costs associated with the preparation and submission of its bid and MMTCL Ltd will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, MMTCL may, for any reason,

whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment. Any Amendment to this tender shall be notified in our website www.mmtclimited.com only. Parties are requested to visit the website frequently.

11. Language of Bid

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.

12. Documents Comprising the Bid

Following documents and forms are to be submitted along with the bid.

Document to be Submitted

- a) Self Declaration as per Annexure 4
- b) Price Details - Annexure 3 A & 3 B
- c) Bid Form - Annexure 2
- d) Under taking letter for replacement of complaint/defective goods as per Annexure-5
- e) Power of attorney for signatory.
- f) Certificate of incorporation and associated documents like Article of Association and Memorandum of Association/Partnership deed/HUF etc as applicable. (Self– attested Copy).
- g) Self-certified copy of audited annual financial statements as documentary proof for establishing that the average annual turnover of the Bidder in the last three years is not less than 100,000 USD or equivalent thereof.
- h) Specification of the product with model , brochure, technical data sheet and certificates.
- i) Delivery schedule of each products to complete the indicated quantity mentioned
- j) Manufacture authorization in case if the bidder is Authorized Dealer / Agent / Distributor / Channel Partner as per Annexure
- k) Compliance certificate
- l) IFB document duly signed and stamped in all pages along with corrigendum (if any)

13. Bid Prices

The Bidder shall indicate in the Price Schedule (Annexure 3A and 3B) as per format attached

14. Bid Currencies

Prices shall be quoted in US DOLLARS

15. Period of Validity of Bids

- Bids shall remain valid for 50 days from the date of submission of offer by email .
- In exceptional circumstances, MMTC may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. (or by email , which will be followed by a signed confirmatory copy simultaneously).

- MMTC reserves the right to accept / reject / select one or more than one supplier and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of the MMTC's action

Bids including price schedule may be submitted by email at the address :
pqt@mmtclimited.com .

16. CLARIFICATION OF BIDS

During evaluation of bids, MMTC may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

17. Evaluation of Bids

- a) MMTC will scrutinize the documents for compliance to the specifications and documentation requirement as per the bid document.
- b) If a bid is not substantially responsive, it will be rejected by MMTC
- c) Supplier who has quoted the lowest price will be shortlisted. Bidders can quote for item wise quantity and the lowest bid received will determine the successful bidder for the lot. Bidders should quote minimum of 50 % of the quantity rendered for the item.
- d) In case if the L1 party is unable to supply the entire quantity, then MMTC may approach L2 party to supply the remaining quantity at the L-1 price.
- e) MMTC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. MMTC will ensure that each bid is from an eligible Bidder.
- f) Arithmetical errors will be reviewed on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, there bid will be rejected.
- g) MMTC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

18.AWARD CRITERIA

The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

Considering the critical nature of the items and the urgent delivery requirements, MMTC reserves the right to split the contract quantity between suppliers if the lowest bidder / tenderer (L1) is not capable of supplying the tendered quantity. The manner of deciding the relative share of lowest bidder / tenderer (L1) and the rest of the bidders / tenderers will be in the ratio of quantity offered by the bidders / tenderers.

19. PERFORMANCE BANK GUARANTEE (PBG)

To be submitted by successful bidder within **15** (fifteen) working days from the date of receipt of signed purchase contract from MMTC. BG shall be established through first class international bank (acceptable to MMTC) and shall be as per format provided in Annexure-IV of the tender.

The Performance BG equivalent to 3% of CIF bid value in US\$ shall be established in favour of MMTC's offices at Delhi as per format at Annex 6 . Security in the form of bank transfer to MMTC's account is also acceptable as security. L/c will be established as soon as Performance BG/security is received from the supplier and confirmed by the issuing bank. Successful bidder will ensure that performance BG is established within 15 days of LOI/Award. Performance BG/security will be valid for 6 months from the date of last supply under the contract.

20. Delivery Terms:

Goods shall be delivered strictly as per the delivery schedule indicated in the bid offer from the date of Notification of Award /Letter of Intent / Purchase order by MMTC.

The Incoterms to be specified as CIF Mumbai by Sea and CIF New Delhi by Air

21.Shelf Life:

The supplies of all products should be from fresh stock only. At the time of supply (at Discharge port / destination), product should have the latest manufacturing date with minimum 2/3rd of shelf life remaining. b) Ensure that the offered products should have BIS/ISO/CE/USFDA certification

22.FORCE MAJEURE

If at any time during the existing of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports) fires floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver /extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual dangers”.

The party which is unable to fulfill its obligations under the present contract must within

15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the sellers for not performing their obligations under the Contract”,

23. Goods replacement:

If goods are found to be defective during the sample testing by MMTC or purchase(HLL) or Quality related market complaint, on arrival of the material at HLL Centres/Depot, supplier must replace the quantity free of cost with fresh batch upon demand by MMTC/HLL.

24. PAYMENT TERMS

Payment would preferably be through CAD with 90 days usance basis. However L/c can also be considered as below

The payments shall be released to the supplier within 90 days from the date of receipt and acceptance of the material at consignee address through a IRREVOCABLE LETTER OF CREDIT in USD.

Beneficiary will draw payment under L/C against following document :

- i) Commercial invoice
- ii) Airway Bill of Bill of Lading
- iii) Packing List
- iv) Certificate of Origin
- vi) Manufacturer certificate of quality as per specifications in contract.
- vii) Copy of letter of bidder confirming forwarding scanned copy of the above documents to shipper within four days of B/L of Airway Bill.

Special conditions to reimbursement bank:

Certificate of beneficiary will be required for drawing payment under L/C .

In case of CAD shipment or L/c terms, the acceptance of MMTC would be conditional subject to acceptance of cargo by end buyer i.e HLL Life care Limited. Supplier can draw payment through bank reimbursement after certificate of beneficiary is issued in terms of tender.

25. Recall

The products/goods must be recalled by the bidder at their cost if rejected by MMTC or HLL(purchaser) or end user because of the problems with product quality. The bidder will be obliged to replace the product in question at its own cost with a new item of acceptable quality.

26- DISCLAIMER:

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective

party.

MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

27- ARBITRATION

ANY OR ALL DISPUTES ARISING OUT OF THE CONTRACT/AGREEMENT SHALL BE SETTLED BY MUTUAL DISCUSSIONS AND IN THE EVENT OF FAILURE TO DO SO, SUCH DISPUTE(S) SHALL BE REFERRED TO A SOLE ARBITRATOR, WHO WILL BE APPOINTED BY MUTUAL CONSENT FOR SETTLEMENT OF SUCH DISPUTE(S) AND WHOSE DECISION SHALL BE FINAL AND BINDING. IN THE EVENT OF FAILURE TO APPOINT SUCH A SOLE ARBITRATOR, WITH MUTUAL CONSENT, THEN THE SOLE ARBITRATOR WILL BE APPOINTED THROUGH THE HIGH COURT OF JUDICATURE AT NEW DELHI. COST OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.

SUBJECT AS AFORESAID, THE ARBITRATION AND CONCILIATION ACT 1996 SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE AND SUCH ARBITRATION SHALL BE IN ENGLISH AND TAKE PLACE IN THE CITY OF NEW DELHI AND THE JURISDICTION FOR ALL PURPOSES SHALL BE CITY OF NEW DELHI ONLY”..

28. FRAUD PREVENTION

(1) Commitments of the Bidder(s):

The Bidder(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 Bidder(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document

provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s), 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 Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Bidders(s) liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

29. Holiday Listing

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday listing of an agency mutatis mutandis applies to this agreement 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.

30. Integrity Pact :

Signing of Integrity Pact(IP) is mandatory for every bidder participating in the tender if the value of bid exceeds Rs 20 crores. To derive the contract value in INR, RBI reference exchange rate prevailing on the date of opening the bid shall be the basis. Format of Integrity Pact to be executed in plain paper is placed at Annex 8 . The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid documents.

Technical Specification

1. Personal Protective Garment

A) Personal Protective Coverall (Garments) - along with shoe cover - Option 1

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

Note: Bidders shall quote for the Complete coverall (for head to ankle) with separate boot legging.

OR

B) Personal Protective Coverall (Garments) with Tape over Seam along with shoe cover - Option 2

Single use

Avoid culturally unacceptable colours e.g. black

Light colours are preferable to better detect possible contamination

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

Coverall shall be designed to be universal Fit

Preferable design to have Raglan Sleeves for easy donning & safe removal

Coverall shall have in built Hood Cap

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

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

Boot Cover:

Pair of Boot Covers made of same fabric as of Coverall

Ideal length shall be 2" below knee

Soft elastic to be fitted at two levels, ankle and end

Sole of boot cover be made of anti-skid fabric

Bidders can quote either for Option 1 or Option 2.

2. Goggles

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

disposable.

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

3. N-95 Masks

- Shape that will not collapse easily
- High filtration efficiency
- Good breathability, with expiratory valve
- Quality compliant with standards for surgical N95 respirator:
 - a. NIOSH N95, EN 149 FFP2, or equivalent
- Fluid resistance: minimum 80 mmhg pressure based on ASTM F1862, ISO 22609, or equivalent.
- Quality Compliant with standards for particulate respirator that can be worn with full-face shield

4. Face Shield

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

5. Triple Layer Surgical mask with elastic band

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

- A. ISO 13485 / ISO 9001
- B. EN14683

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

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

***Each pair of gloves should be individually pack.**

7. Digital Infrared Thermometer (any make)

- Measures the body temperature by determining the infrared reflected from the front radiation (no contact).
- Measuring range of the infrared temperature (body) from 32°C to 42.5°C
- Resolution 0.1°C

- High accuracy $\pm 0.2^{\circ}\text{C}$
- Obtaining quick results: Time response 1 second
- Indication of measured value in $^{\circ}\text{C}$ or $^{\circ}\text{F}$
- Limit value for the adjustable alarm as programmable
- Distance of measuring: at least 15 cm
- Memory to store (expandable memory desirable)
- Easy to use, robust
- Automatic switch off
- Display backlight glow
- Waterproof lens easy to clean and disinfect
- Batteries: Which are replaceable/chargeable
- High degree of health and safety
- Warranty: At least 3 years
- Accessories:
 - I. Carrying case
 - II. Data transfer software
 - III. User manual

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

- Compact and light weight design
- Tripod mountable
- Able to measure temperature from a distance of at least 3-5 mtrs
- Process single and multiple hotspots tracing and alarm
- Able to capture both thermal and digital camera image
- Will be able to measure temperature from 32°C to 42.5°C with a sensitivity of at least 0.08°C
- Images should have high resolution and high sensitivity
- Can be connected to a external monitor through video output
- Built in colour screen for thermal images 5-8 inch
- Software compatible with windows. Provide the outputs of thermal data and temperature data
- Operating temperature -10 $+50^{\circ}\text{C}$
- Memory for data storage (expandable)
- Battery operated and works on external power supply
- Provide all configurations as per standard required
- Onsite installation and hands on training
- Warranty for 3 years and assured comprehensive onsite service for atleast 5 years
- Annual maintenance support for minimum 5 years.

All items to be supplied need to be accompanied with certificate of analysis from national/international organizations/labs indicating conformity to standards.

BID FORM

IFB No.

To:

**MMTC Limited
Core 1 Scope Complex
7 Institutional Area
Lodhi Road
New Delhi -110003**

Dear Sir

We, the undersigned have examined the above-mentioned IFB, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) within ___ days of receiving your confirmed order in conformity with your above referred document attached herewith and made part of this IFB.

If our offer is accepted, we undertake to maintain the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our offer is accepted, we shall provide you with a performance security of required amount as per the terms of this IFB.

We also accordingly confirm to abide by this IFB to the aforesaid period and this offer may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We confirm that we do not stand deregistered / banned / blacklisted by any statutory authorities as per govt. rules/procedures. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any.

Dated this day of 20.....

(Signature)

(in the capacity of) _____

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE

Annexure- 3A

IFB No.

Supply of Personal Protective Coverall (Garments) - Option 1 or Option 2, Personal Protective Goggles, N95 face mask with expiratory valve mask, Nitrile Gloves, Face Shield, Triple Layer Surgical mask, Digital Infrared Thermometer (any make), Digital Thermal Scanner - Full Body (with sensing to 3m and beyond)

Validity of Quotation / Tender: 50 days from the Date of Opening of bid.

Sr. No.	Item Description	UoM	HS Code	CIF Mumbai Sea Port per pc	Offered Qty	Total landed Price Inclusive in USD
01	Personal Protective Coverall (Garments) along with shoe cover* as per specification in Annexure 5 - Point No.1	Garments				
	Personal Protective Coverall (Garments) along with shoe cover* as per specification in Annexure 5 - Point No.2	Garments				
02	Personal Protective Goggles	Nos				
03	N95 with expiratory valve mask	Nos				
04	Nitrile Gloves Size 6.5, 7.00, 10,00,000 Pairs each.	Pairs				
05	Face Shield	Nos				
06	Triple Layer Surgical mask	Nos				
07	Digital Infrared Thermometer	Nos				
08	Digital Thermal Scanner – Full Body (with sensing to 3m and beyond)	Nos				

We will supply the offered quantity within ____ days of receipt of your conformed order.

Date:

Signature of the Bidder with Seal

PRICE SCHEDULE

IFB No.

Supply of Personal Protective Coverall (Garments) - Option 1 or Option 2, Personal Protective Goggles, N95 face mask with expiratory valve mask, Nitrile Gloves, Face Shield, Triple Layer Surgical mask, Digital Infrared Thermometer (any make), Digital Thermal Scanner - Full Body (with sensing to 3m and beyond)

Validity of Quotation / Tender: 50 days from the Date of Opening of bid.

Sr. No.	Item Description	UoM	HS Code	CIF New Delhi Air per pc	Offered Qty	Total landed Price Inclusive in USD
01	Personal Protective Coverall (Garments) along with shoe cover* as per specification in Annexure 1 - Point No.1	Garments				
	Personal Protective Coverall (Garments) along with shoe cover* as per specification in Annexure 1 - Point No.2	Garments				
02	Personal Protective Goggles	Nos				
03	N95 with expiratory valve mask	Nos				
04	Nitrile Gloves Size 6.5, 7.00, 10,00,000 Pairs each.	Pairs				
05	Face Shield	Nos				
06	Triple Layer Surgical mask	Nos				
07	Digital Infrared Thermometer	Nos				
08	Digital Thermal Scanner – Full Body (with sensing to 3m and beyond)	Nos				

We will supply the offered quantity within ____ days of receipt of your conformed order.

Date:

Signature of the Bidder with Seal

SELF-DECLARATION REGARDING NON-CONVICTION

(to be furnished on the letter head of the bidder)

IFB No.

To,

MMTC Limited
Core 1 Scope Complex
7 Lodhi Road
New Delhi- 110003

Dear Sir,

This is to certify that our company nor its Directors/Promoters/owners have not been convicted by any court of law in India or abroad and do not have a criminal record.

Date:
Place:

Signature:

Name:
Designation:

Common Seal:

UNDER TAKING LETTER FOR REPLACEMENT OF MARKET COMPLAINT GOODS
(to be furnished on the letter head of the bidder)

IFB No

To,

MMTC Limited
Core 1 Scope Complex
7 Lodhi Road
New Delhi- 110003

Dear Sir,

We hereby assure you, that the products supplied by us will meet all the quality standards and even if any market complaint arises, we (name-----) take the responsibility to call back the complaint batches at our cost and replace and deliver the replaced stocks to MMTC free of cost within 45 days.

Signature _____

Name _____

Designation and Seal

Station _____

Date _____

ANNEXURE 6

**LIST OF QUOTED
PRODUCTS**

Sr. No.	Item Description	UoM	Quoted / Not Quoted
01	Personal Protective Coverall (Garments) along with shoe cover* as per specification in Annexure 1 - Point No.1	Garments	
	Personal Protective Coverall (Garments) along with shoe cover* as per specification in Annexure 1 - Point No.2	Garments	
02	Personal Protective Goggles	Nos	
03	N95 with expiratory valve mask	Nos	
04	Nitrile Gloves Size 6.5, 7.00, 10,00,000 Pairs each.	Pairs	
05	Face Shield	Nos	
06	Triple Layer Surgical mask	Nos	
07	Digital Infrared Thermometer	Nos	
08	Digital Thermal Scanner – Full Body (with sensing to 3m and beyond)	Nos	

Signature and Seal of the Bidder.....

ANNEXURE 7

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. _____ dated _____

(On a stamp paper of applicable amount to be executed by a Mumbai / Chennai / Kolkata Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Lakshmi Vilas Bank, Nainital Bank and Dhanlakhmi Bank)

To
M/s MMTC Limited
Core 1, SCOPE Complex
7 Institutional Area, Lodi Road
New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and one of its office at _____(hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____with M/s. _____(name) address _____, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Performance Guarantee for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of US Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, _____Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force untilwith claim period upto.....
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before with claim period upto.....
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.

- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) It is certify that net worth of(BG issuing Bank) as per last audited balance sheet is not less than INR 5000 Million and capital adequacy ratio of this Bank is not less 9%.
- 14) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.
- (15) BG shall be issued through SFMS details of MMTC's Bankers is as under:
Bank: State Bank of India
5th floor, Red Fort Capital, Parshvanath towers,
Bhai Veer Singh Marg, Gole Market, New Delhi 110001
A/c no. 10813608375 and IFSC Code SBIN0017313.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2020

Yours faithfully
For and on behalf of Bank
(Address) & (Banker's Seal)

Validity ::

Claim Period::

- NB :
1. Value equivalent to 5% of the contractual value.
 2. On a stamp paper of applicable amount to be executed by Delhi Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Lakshmi Vilas Bank, Dhanlakshmi Bank or Cooperative Bank.
 3. The BG is to be established in US\$ through a first class international bank (acceptable to MMTC) and advised through a scheduled correspondent bank in India (recognized by RBI) The BG shall be invocable and encashable at schedule bank counters in India.

