

# <u>REQUEST FOR EMPANELMENT OF SUPPLIERS FOR SUPPLY OF</u> <u>STUDDED JEWELLERY / PRECIOUS & SEMI PRECIOUS STONES/OTHER PRECIOUS</u> METALS/ RETAIL PRODUCTS

## RFE NO.—MMTC/PMD/RETAIL/JEWELLERY/AUGUST 2018/02

MMTC Ltd. Invites application from interested parties for supply of Studded Jewellery and Precious & Semi Precious Stones and other precious metals retail Products on **deferred payment basis against Tax Invoice**. The said items would be retailed through MMTC's Showrooms and also through its upcoming Domestic Exhibitions / JVs / Stockists across India. The details are available on our website <u>www.mmtclimited.gov.in</u> or <u>www.eprocure.gov.in</u>.



**Request for Empanelment Document** 

## EMPANELMENT OF SUPPLIERS FOR SUPPLY OF STUDDED JEWELLERY & PRECIOUS & SEMI PRECIOUS STONES/OTHER PRECIOUS METALS/ RETAIL PRODUCTS ON APPROVAL BASIS

## RFE NO.—MMTC/PMD/RETAIL/JEWELLERY/AUGUST 2018 /02



MMTC Limited (MMTC) has been holding Exhibition-cum-Sale of Assayed & Hallmarked Jewellery at various locations in India and also selling Hallmarked Jewellery through its own Showrooms / Stockists / JV's Showrooms / Exhibitions. Applications are invited from eligible parties for supplying Studded Jewellery (including Diamond, Polki, Kundan, Minakari, Bridal etc.) and Precious & Semi Precious Stones and other precious metal retail products for All India sales.

RFE can also be downloaded from MMTC website (<u>www.mmtclimited.com or</u> <u>www.eprocure.gov.in</u>) and should be submitted to MMTC's Delhi Regional Office at Jhandewalan, New Delhi as per the list given in Annex – IV.

- MMTC would be interested in taking on deferred payment against Tax Invoice all types of Studded Jewellery with IGI/GIA certification and Precious Stones with IGI/GIA certification or from GJEPC own lab. The Studded Jewellery would consist of Diamond, Precious Natural Stones and would be in Kundan, Meena, Polki, etc., styling. MMTC Shall be taking Precious/Semi Precious Stones & other precious metal retail products on deferred payment basis.
- **2.** The studded jewellery would be in 14 and 18 and 22 karats respectively with IGI/GIA certificates relating to the quality of Diamonds and other precious stones and other precious metal products. MMTC reserves the right to specify a particular certification agency from which the suppliers will be required to get their products certified for offer on approval basis.
- **3.** The designs need to be of latest variety and trendy in nature having universal appeal. The procurement will be based upon quality designs with competitive pricing. There will be an upper limit on items to be procured which will be communicated by MMTC to the empanelled fabricators.
- **4.** MMTC caters to a wide segment of customers based across the length and breadth of India. Hence the focus of procurement would be to have a wide variety of designs catering to the tastes of its customers located in different parts of India i.e. East, West, North and South of India.



**5.** MMTC may also select as per its requirement various other types of ethnic / traditional or contemporary designs both domestically produced and imported, if the same is found suitable from the suppliers.

#### 6. Empanelment for Jewellery & Precious Stones

Interested parties may supply Studded Gold Jewellery in 14 and 18 and 22 Karats studded with Diamonds and natural Precious Stones duly hallmarked and certified by IGI/GIA in respect of Diamonds, Stones etc.

Supply of cut and polished Precious Natural Stones duly certified by laboratories of GJEPC or IGI from respective zones with certificates indicating the quality of the stones only will be accepted.

#### 7 Eligibility Criteria

- 7.1 A Supplier should have a minimum turnover of Rs. 100.00 lakhs as certified from the books of accounts / IT returns.
- 7.2 MMTC's Bullion customers who are Manufacturers and currently registered under DTA export or OGL domestic schemes are also eligible for registrations and require to fill Annex II and III Form only.
- 7.3 Party should have GST registration no. And filing GST return regularly.

#### 8 FABRICATION OF STUDDED JEWELLERY

- 8.1 MMTC officials will select the designs shown by the vendor for display and sale from its Showrooms / Counters / Exhibitions etc.
- 8.2 After selection of the designs of studded Jewellery by MMTC, the fabricator shall get the certificate from IGI/GIA for selected items. This certified Jewellery should be delivered at MMTC vault by the vendor at no extra cost. MMTC reserve the right to further test the Jewellery for their workmanship, quality / purity checking.

The testing result of MMTC shall be final and the supplier will have to agree / accept the same.



Each piece of Jewellery should be plastic tagged with the MMTC supplied items code clearly mentioning the weight and purity along with the item list in the format specified by MMTC Limited.

- 8.3 Certification of studded jewellery shall be only from IGI/GIA.
- 8.4 The vendor shall also abide by buy back policy of sold goods as maybe specified by MMTC from time to time.

#### 9 TERMS AND CONDITIONS WITH INSTRUCTIONS:

- 9.1 The item rate shall be inclusive of wastage, hallmarking charges, transportation / delivery charges, insurance charges, GST etc up to MMTC's locations etc. i.e. all inclusive rates.
- 9.2 The selected fabricator / vendor shall sign an agreement with MMTC agreeing in principle to take back the unsold stock of Jewellery.
- 9.3 The supplier shall supply to MMTC Studded Jewellery as selected by the MMTC Representative/ team. The Jewellery has to be a variety of high class quality and finish with 14,18 or 22 karat in respect of gold and proper certification in respect of diamonds /other precious stones embedded in the jewellery.
- 9.4 At the time of delivery of Jewellery, the fabricator/ vendor shall also submit IGI/GIA certificate along with the Jewellery as proof that the Jewellery has been certified and tested, (tested of purity) by IGI/GIA. In case it is found that purity of Jewellery supplied is less than the agreed purity, then the entire consignment would be rejected and he/ she shall be debarred from further supply of Jewellery to MMTC and considered for blacklisting. The testing result of MMTC shall be final and the fabricators have to agree / accept the same.
- 9.5 The vendor shall hand over the Jewellery to MMTC with packing list as per MMTC specified format in excel sheet as well as hard copy with complete details on quantity, weight, description etc. and also along with proper item codes tag on each item. The format of Item codes shall be provided by MMTC. Only plastic tags and no thread Tags should be used.
- 9.6 No defective items should be supplied by the supplier both in terms of purity and physical workmanship.



- 9.7 The empanelled supplier shall undertake to keep MMTC harmless and fully indemnified against all actions, claims, design claim, quality claims, demands and expenses whatsoever on account of the non-performance or breach by the fabricator of any of the terms, conditions and stipulations of the agreement signed.
- 9.8 Request for Empanelment shall be open till 31<sup>st</sup> March 2019, i.e. 31.03.2019 and MMTC may procure jewellery from such empanelled vendors as and when required .
- 9.9 MMTC reserves the right to reject the subject empanelment at any stage or to cancel the contract, if already awarded on account of false information or any other reason.
- 9.10 In the event the supplier fails to carry out his part of the obligation for supply of jewellery under the agreement, MMTC may give 15 days notice in writing for termination of the agreement.
- 9.11 The bidder/ agency shall indemnify MMTC against losses or damages, if any, caused to it due to any reason including quality of the product. MMTC reserves the right to reject or accept the offer without assigning any reasons.
- 10 Arbitration: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act, 1996 including its amendment from time to time shall apply to such arbitration proceedings. The award made shall be final and binding on both the parties. The venue of Arbitration shall be at New Delhi.
- 11 Termination: This agreement shall be terminated by MMTC at any time in case of default or breach committed by the SELLER in respect of terms of the said agreement without prejudice to the rights of MMTC. This agreement can also be terminated by mutual consent in writing by the parties. MMTC reserves the right to cancel the agreement without assigning any reason.
- 12 IPR: The Seller agrees that all the rights including all intellectual property rights in the jewellery approved and accepted by MMTC shall pass on to MMTC on such approval and and acceptance by MMTC.



- 13 Non-Disclosure. Unless required by law or to enforce this Agreement, the seller hereto shall not disclose the existence of this Agreement or the underlying terms to any third party, other than their representatives who have a need to know such matters.
- 14 Indemnity. The Seller agrees to indemnify and hold harmless the MMTC (and its respective directors, officers, managers, affiliates, agents, successors and assigns) from and against any and all losses, liabilities, deficiencies, costs, damages and expenses (including, without limitation, reasonable litigation fees, charges and disbursements) incurred by MMTC as a result of any inaccuracy in or breach of the representations, warranties or covenants made by the Seller herein.

*For any further clarifications please visit our website* <u>www.mmtclimited.com</u> or contact:

The Additional General Manager, (PMD-Retail), MMTC Limited, Delhi Regional Office, F8 – 11, Flatted Factories Complex, Rani Jhansi Road, Jhandewalan, New Delhi, Telephone No: 011 47136149, e-mail: <u>gaur@mmtclimited.com</u>



Annexure -I

#### **Empanelment Form- New**

#### (To be typed on Party's Letter Head)

Τo,

The General Manager, MMTC Limited, Rani Jhansi Road, New Delhi – 110 055.

1.	Name of the Firm/ Agency	
2.	Address	
3.	Telephone / Fax No./ Email	TEL: FAX: EMAIL:
4.	Year of Establishment	
5.	Proprietor/ Partnership Firm/ Limited/ Pvt. Limited	
6.	Name of Proprietor/ Partner(s)/ Director (s)	
7.	Business Address details including manufacturing facility, if any:	
8.	Annual Turnover in last financial year. (Minimum turnover of Rs. 200.00 lakhs in last financial year)	
9.	Please enclose documentary evidence for turnover. Copies of relevant documents/audited balance sheets are to be enclosed in support of above information.	



10.	Registration No. (Enclose copy of GST Registration Certificate)	
11.	Please mention the list of items interested in fabrication/ supply of Studded Jewellery or Precious Stones.	
12.	Agreed to supply Studded Gold Jewellery / Precious & Semi Precious Stones and other precious metals retail products on Approval basis (consignment model) under any of the following category	YES / NO
13.	Permanent Account No. (PAN) Please enclose Copy	
14.	Income Tax return for preceding last three (03) Years Please enclose copy	
15.	Work Contract Tax (Registration No., if applicable)(Please enclose copy)	
16.	Value upto which party can arrange supply of Jewellery	
17.	Declaration as per Annexure – III	
18.	Copy of any of these - Passport/ Driving License/ Pan card/	
	Election Card/ Adhar card of Proprietor/ of Partners/ Directors	
	Copy of IGI/GIA/GJEPC Registration Certificate / documents	

Date:

Signature of Authorized Signatory With Name, Address & Seal



Annexure -II

## <u>Jewellery Empanelment Form for MMTC's (OGL/ DTA)</u> (To be typed on Party's Letter Head)

Τo,

The General Manager, MMTC Limited, Rani Jhansi Road, New Delhi – 110 055.

1.	Name of the Firm/ Agency	
2.	Address	
3.	Telephone / Fax No./ Email	TEL: FAX: EMAIL:
4.	Registered with MMTC for Domestic Trade / Export	Please Mention under OGL or under DTA
5.	Proprietor/ Partnership Firm/ Limited/ Pvt. Limited	
6.	Name of Proprietor/ Partner(s)/ Director (s)	
7.	Have an established manufacturing facility? Yes / No	
8.	Quantity of gold taken from MMTC from 1 <sup>st</sup> April'2014 till date	
9.	Please mention the category of of items interested in supplying:	STUDDED JEWELLERY / PRECIOUS STONES
10.	Working with MMTC since when:	

Date:



(On Rs.100/ - Non- judicial stamp Paper)

#### <u>ANNEXURE – III</u>

#### DECLARATION

I/ We declare that

- a. Our Company/ Firm has not been banned or blacklisted by any government or quasi government agencies or Public Sector Undertaking.
- b. We hereby unequivocally confirm and declare that we shall be fully responsible for any kind of defaults and false declaration, if any, in any of the documents submitted and / or representations made to MMTC related to the transactions with MMTC.
- c. We shall be solely responsible for claims/ counter claims of any nature on the Gold Jewellery that has been manufactured by us and supplied to MMTC Limited as per their selection of designs.
- d. I, hereby agree for the terms and conditions as per RFE No.-<u>MMTC/PMD/RETAIL/JEWELLERY/AUGUST 2018/02 dated 29.08.2018</u>

Date: Director Place: Signature of Proprietor/ Partner/

Name: (Stamp of the firm)