

MMTC LIMITED, NEW DELHI

(A Govt. of India Undertaking)

ADMINSTRATION DIVISION

TENDER DOCUMENT

No. MMTC/Admin/Printing/2016-17

Dated:06/01/2017

E-NIT FOR PRINTING OF REGISTERS

Time schedule for various e-tender related events

| Start date for Downloading tender document | 07.01.2017 | From 1000 Hrs |
|--|------------|----------------|
| Last date for Downloading tender document | 27.01.2017 | Up to 1430 HRS |

Due date of tender submission 27.01.2017 Up to 1500 HRS

(Technical & Price Bid)

Technical Bids opening Date 27.01.2017 at 1530 HRS

EMD : Rs.20,000/-(Rupees Twenty Thousand only)

The submission and opening of bids will be through e –tendering process. Tender document can be downloaded from the MMTC website https://mmtc.eproc.in, www.mmtclimited.com or www.eprocure.gov.in

SPECIAL TERMS & CONDITIONS FOR e-TENDER

1. The e-Tender is available on MMTC e-procurement website https://mmtc.eproc.in for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal https://mmtc.eproc.in (a one time activity independent of each other) as given below:

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site https://mmtc.eproc.in. In case of any difficulty, the bidder may either mail or talk to the Technical Support Engineer, whose contact details are given below.

Procedure for Registering in E-Procurement portal

Further, you have to register with our E-Procurement portal. For registering, please go to https://mmtc.eproc.in and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

2. For any assistance on e-bidding process, please contact:

| Sr. No | Name | Email-id | Phone Number |
|--------|--------------------|--------------------------|--------------|
| 1 | Pankaj Kumar Verma | pankaj.verma@c1india.com | 9910433177 |

3. Earnest money in physical form should reach us on or before closing date and time of tender.

MMTC LIMITED Core 1, SCOPE COMPLEX LODHI ROAD, NEW DELHI 110 003

E-NIT FOR FOR EMPANELMENT OF PRINTERS FOR UNDERTAKING PRINTING OF REGISTERS

TENDER DOCUMENT

MMTC Limited, a Government of India Enterprise invites E-bids for undertaking printing jobs from experienced and competent agencies having its office and supply point in Delhi/NCR only. Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. However, hard copy of Technical Bid with EMD shall be sent in physical mode as well so as to reach the Office of General Manager (Admin), 2nd floor, Core-I, SCOPE Complex, Lodhi road, New Delhi – 110003 before 1500 HRS 1ST of 27/01/2017. Format for Technical bid is placed at Annexure - I and that of financial bid is at Annexure – II.

Submission of Bid:

- 1. Bidders are hereby requested to submit their e-bids in the following format:
 - a. EARNEST MONEY (EMD) amounting to Rs.20,000/- (Rupees Twenty Thousand only) to be sealed in a separate envelope superscribed as "EARNEST MONEY" FOR PRINTING OF REGISTERS
 - b. TECHNICAL BID AND FINANCIAL BID are to be submitted through online mode on website https://mmtc.eproc.in. However, hard copy of Technical Bid with EMD shall be sent in physical mode as well. No other mode of submission of bid shall be accepted under any circumstances.
 - **2.** The Earnest Money envelope addressed to GM(Admn.), MMTC Limited, Core 1, SCOPE Complex, 7 Lodhi Road, New Delhi 110 003 shall be dropped in the tender box, marked with name of work and placed in the Administration Division, 2nd Floor of MMTC Office in SCOPE Complex on or before due date and time specified in the bid.
 - **3.** Opening of Earnest Money and Technical e-bids would take place simultaneously on the date and time of bid opening in the presence of the intending bidders or their authorized representatives who may wish to be present.
 - **4.** The Technical e-bids received and opened shall then be evaluated by the Evaluation Committee of MMTC as per Eligibility Criteria as mentioned in Clause 25 of this NIT.
 - **5.** MMTC will open the "Financial E-bids" of all the technically qualified Bidders. The intimation of date, time and venue of the opening of the "Financial E-bids" shall be informed separately through e mail/ fax/ telephonically to such bidders.
 - **6.** MMTC does not own any liability if the e-bids are not submitted within due date and time as per requirement.
 - **7.** Sealed envelope containing EMD received after due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be

liable to be rejected without assigning any reason whatsoever. MMTC shall not be responsible for late receipt of the EMD, Technical and Financial E-bids envelopes submitted by any bidder. The bidders may depute their authorized representatives at the time of opening of the bid.

- **8.** MMTC reserves the right to extend the deadline for submission of e-bids by issuing an amendment in which case all rights and obligation of the MMTC and the bidders previously subject to the original deadline will then be subject to the new deadline.
- **9.** Withdrawal or modification of a bid after submission of e-bids may result in the forfeiture of the EMD.
- **10. N.B**. Financial bid or rate should not be reflected in any case in the Technical Bid.
- **11.** Documents to be enclosed while submitting e-bids through e mode:
 - **(A).** <u>Earnest Money</u> of Rs. 20,000/- : (Through physical mode only) Demand Draft/pay order of required amount of Earnest Money issued in favour of "MMTC Limited" payable at Delhi required to be placed. Following information should be marked on the face of the sealed envelope:

| Name of Party |
|--|
| Sender No |
| Earnest Money Amount Issuing Bank Date |

(B)Technical Bid (Through e-mode and physical mode):

The following Documents scanned images (in pdf format) signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed):

- i. Techno-Commercial Bid (as per format given in Annexure-I)
- **ii**. Complete bid document as a token of acceptance of Terms & Conditions. (Page No. 1-12 of bid document), duly signed on each page of the document.
- iii. Documents as per "Eligibility criteria" clause no. 25. of bid document.

(C)<u>Financial Bid</u>: (Through e mode only): Financial bid as per enclosed Format in Annexure - II.

- **12.** The e-bids will be received up to 15:00 hrs on last date of receipt of bids. e- Technical bids of bidders who have submitted the valid & requisite EMD will be opened on 27/01/2017 at 1530 hrs in the presence of the representatives of the bidders present.
- 13. The EMD of the bidder shall be forfeited
 - a. If the bidder withdraws the bid during the period of bid validity
 - **b.** In case of successful bidder fails to accept Letter of Award (LOA) within the stipulated period mentioned in LOA.
 - **c.** Besides forfeiture of EMD, bidder shall not be considered for participation in any bidding process for next three years in MMTC.
- 14. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after successful completion of the contract. The EMD of unsuccessful bidders will be returned after completion of bidding process and award of work. The EMD amount is liable to be forfeited in the event of unsatisfactory work and or delay in execution of the work entrusted or in case of failure on the part of the printer. The EMD will be refunded to the printer on successful completion of the contract/work order without any interest.

- **15.** During the operation of the contract/work order, if it is established that the printer is not able to complete the job assigned in time, the contract can be terminated by giving one/ two week's notice period and the job will be awarded to another Printer at their cost, expenses and risk.
- **16.** On placement of work order, the Printer is required to execute the job within the specified delivery period. In case of failure, to supply the printed/finished material within the specified time, for reasons beyond the printer's control, there will be deduction in the bill submitted beyond the delivery date @ 10% per work on the total cost of the job.
- **17.** In case the work is not done as per the specifications/requirement, MMTC will be at liberty to accept the same with suitable penalty or to straight away reject the entire material without paying any compensation on any ground.
- **18.** MMTC will place the job orders on the Printers as per the requirement.
- **19.** The bid shall remain valid for a period of three months from the date of opening of the e-bids.
- **20.** The rates quoted shall be valid for one year from the date of acceptance of the Tender documents. No request for increase in the rates and the tenure of contract/work order shall be entertained under any circumstances or on any account.
- **21.** One set of samples (duly signed and stamped by the authorized signatory) along with specifications to be enclosed in the tender for the items quoted by the participants.
- **22.** Applicable taxes/duties if any to be indicated otherwise rates will be taken as all inclusive.
- **23.** Rates to be quoted in the prescribed format only and **only in e-mode** (as per the format in the Financial Bid placed at Annexure II). Rates submitted separately will not be considered.
- **24.** MMTC reserves the right to assign work to one or more agencies for the jobs with identical rates or different rates.
- **25. Holiday Listing Clause**: 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 agency(s) while discharging its obligations under the Agreement or otherwise, come(s) 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 agency(s) in accordance with the policy in force.

26. ELIGIBILITY CRITERIA

Bidders are to submit the Techno Commercial details online as well as in physical mode in the format at Annexure-I. Bidder should have following qualification:

- a) The agency should have minimum three (3) preceding years of current work experience in the field of printing and/or related work to various agencies of repute in Delhi/NCR (Attach copies of work orders).
- b)_The agency should be on the panel of Government Organizations/ Public Sector Banks/ Reputed Private Sector Companies etc. (Attach copies of work orders).

- c) The agency must be having its office and supply point in Delhi/NCR only.
- d) The agency should be an income tax assesse having valid PAN number and having filed its return for the last three assessment years (copies of IT-returns to be furnished along with a copy of the PAN Card).
- e) Copy of DVAT Registration and service tax registration to be enclosed (if applicable).
- f) The bidder should not have been blacklisted by the department/Ministries/Govt of India/Semi Govt/PSU (Declaration to be submitted)

27. RATES AND PRICES

Bidders should quote the rates through **online mode only in** the format given at Annexure-II. Incomplete e-bids will summarily be rejected. The rates quoted by the bidder shall be valid till the final completion of the job.

The rates quoted should be inclusive of all statutory duties and taxes (including service tax, excise and customs) VAT and other charges. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of the EMD.

No additional freight or any other charges, etc, would be payable by MMTC. The rates quoted shall also include the salvage value.

Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any applicable/new act or order of Government and MMTC in no way, whatsoever, will be responsible in this regard.

28. LIQUIDATED DAMAGES FOR DELAY IN SUPPLY

Time is essence of the contract. The successful bidder must adhere to the time limit and ensure delivery/services. Failure to supply all or part of the delivery/services on or before the stipulated date / deficiency in service will entail a pre-estimated pre-determined liquidated damages equal to 10% of the value of total contract price.

29. EVALUATION CRITERIA

The responsive bid/s will be first evaluated on the basis of Techno-commercial parameters listed in Annexure-I. Financial bid/s of such bidders who meet the techno-commercial parameters will thereafter be opened and the bidder quoting lowest amount will be awarded the contract.

30. CONCILIATION/ ARBITRATION

If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties (MMTC and Contractor), the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, MMTC.

In the event no amicable resolution or settlement is reached between the parties (MMTC and Contractor) within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, MMTC.

In case dispute is not settled through amicable settlement, same may be referred to arbitration as per following clause:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance of thereof shall be binding on the parties."

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment

due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

31. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely MMTC and the Contractor. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. MMTC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause last.

32. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

- 33. No alternative offer shall be considered.
- **34.** MMTC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all e-bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of MMTC's action.
- **35.** MMTC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all e-bids, at any time prior to placement of order, without thereby incurring any liability.
- **36.** MMTC shall not be responsible for any sufferings or mishappening or compensation to the workers/officials of the service provider/contractor for holding of this event and service provider/contractor shall be personally responsible for the same.
- 37. Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries / Departments / Public Sector Undertakings are to be made from MSEs. Further out of 20% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME as per guidelines

prescribed under MSMEs Act, 2006.

- **38.** In case the party is registered with Ministry of MSME/its authorized agencies, he is required to submit registration certificate and store details in addition to above. The MSEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
- 39. Any clarification on the documents may be obtained from:-

| Mr SB Mathpal | Mr.Ashwani Neb |
|----------------------------|----------------------|
| Addl. GM (Admn.) | Chief Manager(Admn.) |
| MMTC Limited | MMTC Limited |
| Core-1, SCOPE Compex | Core-1, SCOPE Compex |
| New Delhi-110003 | New Delhi-110003 |
| Telephone No: 011-24381238 | Telephone No: 011- |
| | 24381403 |

40. In order to acquaint themselves with regard to the work as required in the tender, if required, before submitting the bids, bidders may also visit our office.

INSTRUCTIONS TO BIDDERS TENDER SUBMISSION PROCEDURE:

The bidder shall submit the tender in two bid system. PART - I shall be TECHNICAL BID, PART - II shall be FINANCIAL BID.

The bidder shall enclose the following papers, documents with the Bid:

ENCLOSURES TO PART – I (THROUGH E-MODE & PHYSICAL MODE):

- 1. E-TENDER DOCUMENTS ALONG WITH THE COMPLETION CERTIFICATES ISSUED BY THE CLIENTS WHERE WORKS HAVE BEEN EXECUTED, COPIES OF LOI/ AWARD LETTER ETC OF SIMILAR NATURE/TYPE SHOULD BE ENCLOSED AS A PROOF INCLUDING WORKS EXECUTED IN MMTC LIMITED/ DELHI-NCR. If submitted tick (yes)
- 2. EARNEST MONEY DEPOSIT OF RS. 20,000/- (Rupees Twenty Thousand Only) IN THE FORM OF DEMAND DRAFT/PAY ORDER IN FAVOUR OF 'MMTC LIMITED' PAYABLE AT 'NEW DELHI'. If submitted tick (yes)
- 3. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: COPY OF DVAT REGISTRATION AND SERVICE TAX REGISTRATION TO BE ENLOSED (IF APPLICABLE).
- 4. THE AGENCY SHOULD BE AN INCOME TAX ASSESSE HAVING VALID PAN NUMBER AND HAVING FILED ITS RETURN FOR THE LAST THREE ASSESSMENT YEARS (COPIES OF IT RETURNS MAY BE FIRNISHED ALONWITH A COPY OF THE PAN CARD). If submitted-tick (yes)
- 5. THIS IS TO CONFIRM THAT IN CASE OF ACCEPTANCE OF OUR TENDER BID, WE DO HEREBY UNDERTAKE TO CARRY OUT THE SAID WORKS AS PER OUR ALL INCLUSIVE QUOTED RATES UNDER THE LAID DOWN TERMS, SPECIFICATIONS, ETC IN THIS TENDER. WE ALSO CONFIRM THAT THE WORK SHALL BE DONE WITHIN THE STIPULATED PERIOD AS PER THE TERMS AND CONDITIONS OF THIS E-NIT. If submitted- tick (yes).
- 6. The bidder should not have been blacklisted by the department/Ministries/Govt of India/Semi Govt./PSU (Declaration to be submitted)

Foot Notes:

- 1. The tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.
- 2. It should be noted that no price / rate indication directly or indirectly be reflected in anyway in the Part 1 (Technical Bid).

ENCLOSURES TO PART – II (THROUGH E-MODE ONLY):

4. FINANCIAL BID in prescribed format DULY FILLED AND SIGNED.

FOR MMTC LIMITED
Arun D'Rozario
General Manager(Admin)
MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003.

Annexure-I

| TECHNO-COMMERCIA | TRID | | |
|---|---------------------|-----------|---|
| Details of Bidder | | | |
| Name | | | |
| Address | | | |
| Contact Person's | | | |
| i. Name & Design. | | | |
| | | | |
| ii. Address | | | |
| iii Tel No. | Landline | | |
| | Mobile | | |
| iv. Email ID | | | |
| PAN No. (Please upload photocopy) | | | |
| Has the copy of PAN been uploaded? | | | |
| VAT/Service Tax No. | | | |
| Has the copy of VAT/ | | | |
| Service Tax been uploaded? | | | |
| Details of experience in the field of printing job: | S.No |). | Name & Address of Govt. Organization |
| | | | |
| EMD details | Amount: R | Pc 15 | 000/- |
| Please upload copy of DD/BC | DD/BC No | | 000/ |
| | Dated : Drawn on | | |
| Please upload copies of | | | |
| work order of executing | | | |
| aineilan vyanka/aanenlatian l | | | |
| similar works/completion | | | |
| certificates issued by client in | | | |
| = | | | |

| Name: | |
|--------------|--|
| | |
| Designation: | |
| Seal: | |

Annexure-II

FORMAT FOR PRICE BID

(To be submitted on-line mode only)

LIST OF ITEMS/ PRICE BID

| S | NAME OF ITEMS | PAGES | UNITS | RATE | RATE |
|-----|---|-------|-------|--------|----------|
| NO. | | | | (in | (in |
| | | | | words) | figures) |
| 1 | Bullion Indent Register | 50 | 30 | | |
| 2 | Bullion Bid Register | 50 | 30 | | |
| 3 | Bullion Delivery Challan | 125 | 30 | | |
| 4 | Bullion Foreign Exchange | 125 | 30 | | |
| 5 | Bullion Fixing Register | 125 | 30 | | |
| 6 | Partywise Sale Purchase Delivery Register | 100 | 30 | | |
| 7 | Export Default Register | 25 | 30 | | |
| 8 | Manual Delivery Register | 25 | 30 | | |
| 9 | Key Register for Bullion Vault | 25 | 30 | | |
| 10 | Bullion Customs Bond Detail Register | 25 | 30 | | |
| 11 | MMTC Pamp Gold/ Silver Bar Register | 25 | 30 | | |
| 12 | Bullion Vault Register | 25 | 30 | | |
| 13 | Retail Vault Operation Register | 100 | 35 | | |
| 14 | Cash Book | 150 | 35 | | |
| 15 | Cheque RTGS Register | 100 | 20 | | |

Note: 1. Size of each register = 8.5 inch x 13inch

- 2. Quality of paper = 95 GSM (Ledger paper)
- 3. Type of binding = Leather binding
- 4. Each page of register should be numbered

The terms and conditions contained in the Tender Document are acceptable to us

| (Signatures of Authorized Signatures) | atory) |
|---------------------------------------|--------|
| Name: | |
| Designation: | - |
| Seal: | |