



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
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No. MMTC/Admn./LPB/2016-17

30.12.2016

SUB : Tender for Lapel Pin Badges

MMTC Limited, with its Registered Office at Scope Complex, Lodhi Road, New Delhi – 110003, invites applications for its requirement of approx. 1300 Lapel Pin Badges in brass metal (Size 30 mm X 15-16 mm; Thickness 0.55 mm) from experienced and competent agencies having its Head Office and supply point in Delhi/NCR only.

All interested parties are requested to drop their sealed tenders in a duly sealed envelope containing **two separate envelopes comprising (A) TECHNICAL BID (Annexure – I) with prescribed EMD and documents and (B) PRICE BID (Annexure – II)** duly marked as “Technical Bid” on Envelope A and “Price Bid” on Envelope B, bearing the name and address of the bidders, in Tender Box kept in Administration Division, 2nd Floor, Scope Complex, Lodhi Road, New Delhi latest by 3.00 pm on 10th January, 2017. The bids will be opened at 3.30 pm on 10th January, 2017. All the three envelopes must be super-scribed with “**Tender for Lapel Pin Badges**”. Specimen of Lapel Pin Badge is as under :



Size of the badge : 30 mm x 15-16 mm and Thickness : 0.55 mm

Tender documents containing detailed terms and conditions can be downloaded from MMTC's website <https://eprocure.gov.in> or www.mmtclimited.com

TERMS AND CONDITIONS

1. Tenders should be accompanied with EMD of Rs.5,000/- (Rs. Five Thousand only) through BC/DD favouring MMTC Limited, payable at New Delhi.
2. The agency should have minimum three (3) preceding years of current work experience in the related field to various agencies of repute in Delhi/ NCR (Attach copies of work orders).
3. The agency should be on the panel of Govt. PSUs, Public Sector Banks and MNCs. (Attach copies of work orders).
4. The agency must be having its office and supply point in Delhi/NCR only.
5. The agency should be an income tax assessee having valid PAN number and having filed its return for the last three assessment years (copies of IT-returns may be furnished along with a copy of the PAN Card). Copy of DVAT Registration and service tax registration to be enclosed.
6. 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 during the tenure of contract period shall be entertained under any circumstances or on any account.
7. One set of samples along with specifications to be enclosed in the tender for the item quoted by the participants.
8. Applicable taxes/duties if any to be indicated otherwise rates will be taken as all inclusive.
9. Rates to be quoted in the prescribed format only. Rates submitted separately will not be considered.
10. The successful bidder shall be required to deposit a Demand Draft for Rs.5000/- (Rs Five Thousand Only) favoring MMTC Limited, payable at New Delhi towards security. The security 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 security deposit will be refunded to the vendor on successful completion of the contract period without any interest.
11. During the operation of the contract, if it is established that the vendor is not able to complete the job assigned in time, the contract can be terminated by

giving one week's notice period and the job will be awarded to another vendor at their cost, expenses and risk.

12. **On placement of work order, the vendor is required to execute the job within ten working days from the date of work order.** In case of failure, to supply the finished material of sampled item and within the specified time, there will be deduction in the bill submitted beyond the delivery date @ 10% per work on the total cost of the job.
13. In case the work is not done as per the specifications/requirement, MMTC will be at liberty to accept the same with suitable penalty @ 10% of value of work or to straight away reject the entire material without paying any compensation on any ground.
14. MMTC will place the job orders on the vendor as per the requirement from time to time during the contract period.
15. In case of any dispute regarding the quality of material used, quality of printing and any other matter relating to the Tender and Supply etc. the decision of the Chief General Manager (P&A) shall be final and legally binding on the bidder.

16. 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 by a sole arbitrator to be nominated by Chairman & Managing Director of MMTC Ltd. The provision of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings .

The venue of the arbitration shall be New Delhi, India.”

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.

17. 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.

18. 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.

19 No alternative offer shall be considered.

20 MMTC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all 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.

21 MMTC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

22 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.

23. 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

Cast (SC)/Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME/ its authorized agencies. While submitting their bids, such MSE's must submit their MSE registered certificate as proof that they are MSE registered vendors in terms of Public Procurement Policy for MSE's. MSE vendors will be eligible for the benefits as applicable to them under MSME's Act, 2006.

24. Any clarification on the documents may be obtained from:-

<p>Mr Arun D Rozario GM (Estate & Administration) MMTC Limited Core-1, SCOPE Compex New Delhi-110003 Telephone No: 011-24366364</p>	<p>Mr SB Mathpal Addl. GM (Administration) MMTC Limited Core-1, SCOPE Compex New Delhi-110003 Telephone No: 011-24381238</p>
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PROFORMA FOR TECHNICAL BID

1) Tenderer/contractor's Name:

2) Tenderer/Contractor's Address with Telephone, Fax and E-mail:

3) PAN of the tenderer/Contractor (Attach copy):

4) Registration No. of the tenderer/contractor (VAT No. and Service Tax No.)
(Attach copy)

5) EMD Details: DD No: _____, Dated: _____, issued by _____ Amount
Rs.5,000/- (Rupees Five Thousand only).

6) Details of experience in the related field. Please attach copies of work orders :

S.No.	Name & Address of the Organization and period of work experience

Name & address of the bidder

Contact Phone Nos. of the key person

Official e-mail ID

Signature of Authorised Signatory with date & seal

PROFORMA FOR PRICE BID

The Additional General Manager(Admn)
MMTC Limited
Core 1, SCOPE Complex
7 Institutional Area, Lodhi Road
New Delhi – 110 017

S.No.	Description	Unit Price (Rupees)	Quantity	Total price
1.	Lapel Pin Badge			
2.	Applicable tax/duty, if any			
	TOTAL			

Name & address of the bidder

Contact Phone Nos. of the key person

Official e-mail ID

Signature of Authorised Signatory with date & seal

Check –List

1. PAN card copy of the tenders/contractor
2. Registration No. of the tenderer/contractor (VAT No. and Service Tax No. (copies attached)
3. EMD amount of Rs.5,000/- through BC/DD favouring MMTC Limited, payable at New Delhi
4. Three years work experience in the related field
- 5.