



MMTC House, Plot C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.

PAN NO. AAACM1433E

CIN L51909DL1963GOI004033

*E-TENDER FOR EMPANELMENT OF CONTRACTOR FOR PRINTING OF
STATIONARY AND BINDING OF OFFICE FILES.*

E-TENDER NO. MMTC/MUM/ADMIN/2019-20/03 DATED 24.05.2019

Closing At 1100 Hrs (IST) on 13.06.2019

*MMTC INVITES OFFERS FOR EMPANELMENT OF CONTRACTOR FOR
PRINTING OF STATIONARY AND BINDING OF OFFICE FILES.*

COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM OUR WEB SITE:

www.mmtclimited.com

<http://mmtc.abcprocure.com>

Corporate Office : Core-1, Scope Complex, 7 Institutional Area, Lodhi Road,
New Delhi-110 003 (INDIA)
Phone No. +91 11 24362200, Fax +91 11 24364587

- Start date/time for downloading e-tender document – 24.05.2019 From 1200 Hrs
- Last date/time for downloading e-tender document – 13.06.2019 up to 1100 Hrs
- Due date/time of e-tender submission – 13.06.2019 up to 1100 Hrs
- E-bid opening date/time – 13.06.2019 @ 1130 Hrs
- Pre-bid meeting at MMTC House, BKC, Bandra (E) – 05.06.2019 @1130 Hrs



MMTC House, Plot C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.
PAN NO. AAACM1433E
CIN L51909DL1963GOI004033

**NOTICE INVITING E-TENDER FOR EMPANELMENT OF CONTRACTOR
FOR PRINTING OF STATIONARY AND BINDING OF OFFICE FILES.**

Terms & Conditions of Tender

1. Invitation for Bids

Submission of Bids

Part A: Technical Bid: (electronic form only). The documents to be uploaded in electronic mode. Technical bid - a) Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender b) Technical Bid as per Annexure A along with required documents. Procedure/guidelines for E Bidding is given at Annexure C.

Technical bid is to be uploaded on electronic mode by **1100 Hrs IST on 13.06.2019.**

Original EMD (DD/PO/RTGS) has to be submitted by post/by hand/electronic mode prior to opening of bids on **13.06.2019** latest by 1100 hrs IST. The EMD furnished through electronic mode should reflect into MMTC's bank account before 1100 hrs of **13.06.2019.**

Part B: Price Bid Price Bids are also to be uploaded latest by 1100 hrs IST on **13.06.2019** through electronic mode only as per Annexure B.

Technical Bid and Price Bid is to be uploaded separately in the respective option field. Price bid will be opened only of those bidders who qualify in the technical bid.

For bidding process/uploading of both the bids, bidders may log on to: website <https://mmtc.abcpocure.com>

TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE ATTACHED HEREWITH.

PLEASE NOTE THAT TECHNICAL BID AND PRICE BID SENT THROUGH LETTER, FAX, E-MAIL OR IN ANY PHYSICAL FORM WILL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at Annexure-A & B.

The technical bid of tender shall be **opened at 1130 Hrs. IST on 13.06.2019** at MMTC, Regional office Mumbai and date of opening of price bid will be communicated through email to only those bidders who has technically qualified.

Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

GENERAL MANAGER

GENERAL TERMS AND CONDITIONS

EMPANELMENT OF CONTRACTOR FOR PRINTING OF STATIONARY AND BINDING OF OFFICE FILES.

Tender No. MMTC/MUM/ADMIN/2019-20/03 DATED 24.05.2019

1. INVITATION FOR BIDS:

MMTC Limited, MMTC HOUSE, Plot C-22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051 invites sealed E-bids from all eligible and experienced/reputed firms for empanelment of contractor for printing and binding of office files.

Tender Document is available on <https://mmtc.abcprocure.com>. All interested bidders are requested to submit their Tender/Quotations as per prescribed procedure on or before 1100 Hrs of 13.06.2019.

All E-bids will be opened before the Tender opening Committee at 1130 hrs on 13.06.2019 at 2nd floor, MMTC House, BKC, Bandra(E) Mumbai 400 051. Price bids of those bidders who qualified in technical bid will be opened after giving intimation to the successful bidders. Bidders/authorized representatives are requested to attend the bid opening process on scheduled date, time and venue.

2. LIST OF STATIONARY TO BE PRINTED:

SR. NO.	PARTICULARS	SIZE	QTY (IN NOS)*
1	Letter Head (Loose) 2 COL.SC.PTG.80 GSM.S/S PAPER	A4	12000 PCS
2	Note Sheets (80GSM Ledger)	100 x 1	200 PADS
3	N.T. Visiting Cards (2 COL. PTG)		200 PCS
4	White Plain Envelope (2 COL.S.PTG 80 GSM S/S Paper)	9.5" x 4.5"	5000 PCS
5	Clothline Envelope (2 COL.SC.PTG) 80 GSM ledger	12" x 16"	5000 PCS
6	Clothline Envelope (2 COL.SC.PTG) 80 GSM ledger	11" x 5"	5000 PCS
7	Brown Envelope (Kraft)1 COL SC-PTG 80GSM	12.5" x 9"	5000 PCS
8	Contingent Bill (one side printing)	A4 100 x 1	100 PADS
9	T.A. Form (one side printing)	A4 100 x 1	50 PADS
10	Car Requisition Form (one side printing)	8.7" x 6.6" 100 x1	50 PADS
11	On Duty Certificate (one side printing)	8.2" x 5" 100 x 1	100 PADS
12	Gate Pass in yellow colour	100 Pages in each book	25 NOS
13	Claim for Medical Reimbursement(one side printing)	A4 100 x 1	100 PADS

14	Certificate B (Both side printing)	A4 100 x 1	100 PADS
15	Tax Invoice (Loose) 2 COL.SC.PTG.80 GSM.S/S PAPER	A4	2000 PCS
16	File Cover	As per Sample	1000 PCS
17	Visitor Register	As per Sample (200 Pages each)	50 PCS
18	Attendance Register	As per Sample (200 Pages each)	20 PCS
19	Bill Register	As per Sample (400 Pages each)	10 PCS
20	Stock Register	As per Sample (400 Pages each)	10 PCS
21	Re-binding of bill invoice pads/ files	A4	100 FILES
22	Forex Register	As per Sample (200 Pages each)	5 PCS
23	Cargo Register	As per Sample (500 Pages each)	25 PCS
24	Transparent Plastic Folders		200 PCS
25	Transparent Plastic Folders with MMTC Logo Printed (1 Colour)		200 PCS
26	Continuous Sheet	(Carbonless) 1x2	25 BOXES
27	Continuous Sheet	(Carbon) 1x5 multicolour	25 BOXES
28	Staff Car Log Book	As per Sample (400 Pages each)	5 PCS
29	Self Ink Stamp		As per requirement

*The above mentioned quantity is on approximation basis & MMTC may assign the work in piecemeal basis depending upon the requirement during the validity of the contract.

3. EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):

E-Bid shall be accompanied by an EMD of Rs.20,000/- in the form of Demand Draft/Pay Order issued by any nationalized bank drawn in favour of “MMTC Ltd”. payable at Mumbai or through RTGS payment mode as per details given below subject to verification/proof of receipt in MMTC account. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date and time, before closure of tender, the same shall be treated as invalid and no representation in such regard shall be entertained.

MMTC Bank details are as under:

- A/C NO:- 230010200004688
- Name and Address of Bank: Axis Bank Ltd, BKC Branch, Mumbai 400 051
- IFSC CODE: UTIB0000230

- A) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be refunded after finalization of the tender.
- B) EMD of successful bidder(s) shall be treated as security deposit and shall be released only after completion of agreement and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the agency / contractor.

4. **ELIGIBILITY CRITERIA:**

- i. The agency should have overall turnover of minimum Rs.1.5 Lacs (Rupees One Lakh Fifty Thousand Only) in printing and binding of files in last three years i.e. 2016-17, 2017-18 & 2018-19 and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant.
 - ii. The agency preferably should have experience of printing and binding of office files in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should submit copies of letter of award in support thereof duly attested.
 - iii. The firm should have executed printing and binding of files in the past and should have got valid license issued by Government or competent authority (copy to be submitted).
 - iv. Offer should be as per tender specification; any deviation in the offer will be rejected.
 - v. Firm has to produce certificate duly ink signed by CA for status whether firm is proprietary/partnership, etc.
 - vi. Firm must deposit tender fee of Rs. 200/-(RTGS/DD) be in the account of the MMTC Limited, payable at Mumbai. Axis Bank Limited,BKC Branch, Bandra, Mumbai
 - vii. The firm should be registered under Shop & Establishment Act, copy of same to be submitted along with technical bid. License should be valid on the date of opening of tender
 - viii. Availability of a responsible person on telephonic call on all working days between 09.00 am to 5.30 pm for supply of printing materials.
 - ix. The selected bidder shall also provide name, telephone, mobile no. of a person to be contacted on any time in working hours for printing and also the items which are not covered in the price bid.
 - x. Prospective bidders may also indicate whether they belong to micro small enterprise category.
5. MMTC reserves the right to increase or decrease the tender quantity.
6. The contractor has to claim payment on monthly basis, including the reimbursement of cost of stationery supplied and binding of file work along with proper challan.
7. Firm should not sub-let/sub-contract the main contractual work during the contractual period.
8. Following documents are required to be enclosed with (TECHNICAL BID)
- a. Experience Certificate issued by the companies for previous three years.
 - b. GST No.
 - c. Permanent Account Number allotted by Income Tax Department.
 - d. Certified copies of annual turn-over details for the one years (balance sheet, IT returns) certified by C.A signed and sealed by bidder.
 - e. Profession Tax No.
 - f. Registration certificate under NSIC/MSME if any.
 - g. Certificate under Shop and Establishment Act.
 - h. Undertaking as per Annexure-E & F (on bidder's letter head)
 - i. Details of Bank account e.g. Name of Bank, Name of branch, A/c No, IFSC Code & Branch Code along with cancelled cheque.
 - j. Also documents mentioned above at sl.no.3 has to be enclosed.
 - k. All the applicable licenses should be valid on the date of opening of tender and if any of the license is expiring in between the period of contract, then bidder should revalidate the license well within the time under intimation to MMTC failing which MMTC reserve the right to terminate the contract without any prior notice and shall recover loss if any from the bidder.

NOTE: Please note that all the above mentioned documents form part of technical bid. The tender submitted without the requisite EMD and the documents will be rejected.

9. The period of contract shall be one year effective from signing of agreement as per annexure-D. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/ extended contract period. The decision of the MMTC shall be final and binding on the contractor in this regard.
10. The bid should remain valid for a period of 60 (sixty) days from the date of opening of the **PRICE BID**.
11. All pages of the offer must be signed and stamped by the bidder.
12. Tenders with any additional conditions/ deviations by the bidder, whatsoever shall be rejected.
13. The bidder shall quote the rates in English Language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, Rates mentioned in words shall be treated as valid and final. Rates mentioned in Price bid should be exclusive of GST.
14. All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and may render such tenders liable for rejection. The bidder shall duly attest all cancellations and insertions.
15. The Earnest money may be forfeited in the event of:
 - i) Bidder withdraws its tender during the period of tender's validity.
 - ii) In case of successful bidder, if the bidder fails to commence the work, as required.
16. If the bidder deliberately gives wrong information in tender document, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit/ any other moneys due.
17. Bidders are advised to visit office to acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before submission of their bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the bidder/ contractor has satisfied himself on the information and knowledge required before tendering. Quantity mentioned in tender may vary as per requirement.
18. MMTC do not bind itself to accept the lowest or any bid and reserves the right to reject any or all the bidder in full or part, without assigning any reasons thereof.
19. The bidder must comply with all terms and conditions contained herein.
20. The job of binding of files shall be executed in MMTC House, C-22, BKC, Bandra, Mumbai 400 051. Work to be completed by contractor as assigned from time to time.
21. Water and Power shall be provided by MMTC, free of cost.
22. No request will be entertained by MMTC for increase in Price due to whatsoever reason for any job specified during the validity of the contract.
23. The contractor shall ensure that workmen (in case of binding of office files) deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
24. The workmen employed by the Contractor for binding of office files jobs, shall be of sound health, be mentally alert and physically fit. The contractor shall be bound to change the personnel deployed, if any, if found unsuitable by MMTC and decision of the MMTC in this regard shall be final and binding on the contractor without any questioning.
25. The contractor shall be responsible for any injury caused to persons or things, (fittings/fixtures/furnishings. etc) any damage caused to any property of MMTC etc. which may arise from the operations or neglect of any person of the tenderer/contractors team or any person engaged by him for any purpose related to the execution of the job.

26. The bidder/contractor shall indemnify MMTC against all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of above.
27. **Once the order is placed for supply of printing stationary, contractor should supply(Door delivery) the same within a week time from the date of placing of order. Order for supply of printing stationary and binding of file will be sent through e-mail. Job of binding of office file is to be done in our office only and order will be placed through email only. The quantities indicated in tender are for reference and intended for contract. However the work order shall be placed on contractor as per MMTC's requirement from time to time by email.**
28. The successful Bidders shall be required to enter in to contract with MMTC, Mumbai within 7 days of the award of tender or within such extended period as may be specified by MMTC.
29. **PAYMENT TERMS:** The contractor shall submit bill for stationary supplied in duplicate. The payment shall be released through E-payment after necessary deductions of taxes etc. if any as per agreed rates.
30. **FRAUD PREVENTION POLICY:** All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.
32. **HOLIDAY LISTING :** Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of an agency an agency lutatis 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 taken any curative measures with the agency(s) in accordance with the policy in force.

General Manager
MMTC Limited
Mumbai

Place:
Date:

TECHNICAL BID

Tender No: _____

Price Bid (to be completed by buyer)

Company Name : _____

Registered Address : _____

Registration Number : _____

PAN NO (Enclose copy) : _____

GST No (Enclose Copy) : _____

Name of Partners / Directors: _____

Bidder Type (Foreign/Indian): _____

City Name : _____

Postal code : _____

Company's Establishment Year : _____

Company Nature of Business: _____

Company's Legal Status : _____

Company Category : _____

Contact Person Name : _____

Designation : _____

Date of Birth : _____

Tel. No : _____

Fax No : _____

E-mail address : _____

Mobile : _____

Details of EMD:

D.D/P.O. No. _____ dated _____ for

(Amount in INR) _____

RTGS/NEFT details: _____

Name of Bank & Branch: _____

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding quality etc.

Name : _____

Designation : _____

Signature of the bidder & Seal of the Co. : _____

Place : _____

Date : _____

PRICE BID (Amount quoted should be exclusive of GST)

SR. NO.	PARTICULARS	SIZE	QTY (IN NOS)	AMT PER PCS (RS.)
1	Letter Head (Loose) 2 COL.SC.PTG.80 GSM.S/S PAPER	A4	12000 PCS	
2	Note Sheets (80GSM Ledger)	100 x 1	200 PADS	
3	N.T. Visiting Cards (2 COL. PTG)		200 PCS	
4	White Plain Envelope (2 COL.S.PTG 80 GSM S/S Paper)	9.5” x 4.5”	5000 PCS	
5	Clothline Envelope (2 COL.SC.PTG) 80 GSM ledger	12” x 16”	5000 PCS	
6	Clothline Envelope (2 COL.SC.PTG) 80 GSM ledger	11” x 5”	5000 PCS	
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11	On Duty Certificate (one side printing)	8.2” x 5” 100 x 1	100 PADS	
12	Gate Pass in yellow colour	100 pages in each book	25 NOS	
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17	Visitor Register	As per Sample (200 Pages each)	50 PCS	
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19	Bill Register	As per Sample (400 Pages each)	10 PCS	
20	Stock Register	As per Sample (400 Pages each)	10 PCS	
21	Re-binding of bill invoice pads/ files	A4	100 FILES	
22	Forex Register	As per Sample (200 Pages each)	5 PCS	
23	Cargo Register	As per Sample	25 PCS	

		(500 Pages each)		
24	Transparent Plastic Folders		200 PCS	
25	Transparent Plastic Folders with MPMC Logo Printed (1 Colour)		200 PCS	
26	Continuous Sheet	(Carbonless) 1x2	25 BOXES	
27	Continuous Sheet	(Carbon) 1x5 multicolour	25 BOXES	
28	Staff Car Log Book	As per Sample (400 Pages each)	5 PCS	
29	Self Ink Stamp		Per PCS	

Guidelines for e-bidders.

Vendor’s Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor’s ID / Profile Activation, Renewal of Vendor’s ID	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Sumit Kumar (Dedicated Helpdesk for MMTC)	+91 9265562826	sumit.kumar@eptl.in
Technical Assistance related to eTender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848	pankesh@eptl.in

1. The bidder shall have valid Class.III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI),
Controller of Certifying Authorities (CCA) in India. The details of the License CA’s are available on www.cca.gov.in wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing etendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED’S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

6. The bidder shall submit the tender in two bid system through e-mode only. PART – 1 shall be - TECHNICAL BID, PART – II shall be PRICE BID.

“Annexure-D”

AGREEMENT

This agreement is made at Mumbai on this _____ day of _____, 2019 between MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 hereinafter referred to as “MMTC” (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrative and executors) of THE ONE PART.

AND

M/s. _____ (Proprietor/Company/or partnership firm, having address _____ at _____

hereinafter

referred to as “Contractor” at (which expression shall unless repugnant to the context or meaning hereof shall include its successors, assigns, heirs and executes) of OTHER PART.

AND

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of giving empanelment of contract for printing of stationary items and binding of office files at MMTC House, Plot No.C-22, E-block, Bandra Kurla Complex, Bandra (E)Mumbai- 400 051, MMTC’s office at Sahar Cargo and Seepz Unit, Andheri

AND WHEREAS the said contractor is engaged in printing of stationary and binding of office files and has become successful in Tender No. _____ dated _____ for work related to empanelment of printing job and binding of office files at MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (East), MMTC’s office at Sahar Cargo and Seepz Unit, Andheri.

AND WHEREAS MMTC has issued a work order no..... dated..... in favour of the aforesaid contractor

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor agrees to execute fulfill and supply the printing items and binding of officials files at MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (East), MMTC’s office at Sahar Cargo and Seepz Unit, Andheri.
2. In case the jobs entrusted/assigned to the contractor are found not satisfactory or not in accordance with the specifications or specified/samples given by the Management, the contractor shall be liable to change the same and in default whereof the contractor shall compensate to MMTC as per provisions in tender.
3. The rate quoted by the contractor in price bid of tender no..... dated..... shall be remain valid through the period of contract (annexure-A)

4. The Contractor shall submit bills in duplicate on monthly basis for the work executed as per this contract along with delivery challan of the stationary items provided at agreed rate. MMTC will verify the work, processed bill and payment shall be released through e-payment mode as per a/c details provided after deduction of statutory levies / tax as applicable. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the contractor as per terms contained herein.
5. Interest free Performance Security Deposit of Rs. 20000/- (Rupees Twenty Thousand only) in form of Cash/RTGS deposited by the contractor shall be refunded only after satisfactory completion of agreement and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the contractor.
6. In case if any loss is caused to MMTC on account of non-fulfillment of any obligation by contractor then MMTC shall have full right to make adjustment for the said losses from the bills / performance security deposit payable by MMTC to the Contractor. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Contractor shall pay on demand the said amount of lossess to MMTC. MMTC reserves its right to recover such losses from the contractor.
7. The duration of this contract is for period of one year w.e.f..... to..... though the parties will have the right to extend the period to any extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period.
8. **Severance:** In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this contract shall in full force and effect.
9. **Governing Language:** The Agreement shall be written in English language. Subject to below clause such language versions of the agreement shall govern its interpretation. All correspondence and other documents pertaining to the contract that are exchanged by parties shall be written in English language only.
10. **Arbitration Clause:** Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not solved amicably, will be settled at Mumbai by Arbitration in accordance with the rules of arbitration of Indian Council of Arbitration (ICA), Delhi and the award made in pursuance thereof shall be final & binding on these parties. The venue of Arbitration shall be Mumbai.
11. **ARBITRATION CLAUSE:** Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not solved amicably, will be settled at Mumbai by Arbitration in accordance with the rules of arbitration of Indian Council of Arbitration (ICA), Delhi and the award made in pursuance thereof shall be final & binding on these parties. The venue of Arbitration shall be Mumbai.
12. **PENALTY:** In the event of failure of supply of printing material and binding of office files, on any day as per terms and conditions of this tender in part or in full, contractor shall be liable for payment for damage charges @ Rs.5,000/- or 10 percent of job work which ever is higher & shall be recovered from monthly bills.
13. **TERMINATION OF CONTRACT:** In the event Contractor fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to him in writing by the MMTC or on behalf of the MMTC within the scope of the contract, or

contravenes the provisions of the contract, MMTC may terminate the contract after giving one month notice in writing to the contractor. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall be deemed to be served on contractor. In such eventuality of termination of contract, the liabilities and obligations of contractor for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.

14. FORCE MAJEURE: If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the delivery of any installment 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 damages”. The party which is unable to fulfill its obligations under the present contract must within 15days 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 agreement notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

15. All matters connected with this shall be governed by the Indian laws for the time being in force and shall be subject to the exclusive jurisdiction of Indian court at Mumbai.

16. Amendment / Modification: Any modification / amendment to terms & conditions of the contract shall be in writing duly signed by authorized representative of both the parties.

IN WITNESS WHEREOF this agreement is executed at Mumbai on this.....day of.....2019.

For M/s. For MMTC Limited, _____
Name and designation of Signatory.

For M/s _____
Name and designation of Signatory.

Witnesses :

- 1)
- 2)

“Annexure E”

PROFORMA OF AN AFFIDAVIT TO BE GIVEN BY THE SUCCESSFUL E-BIDDER TO MMTC LIMITED ON Rs. 500/- NON JUDICIAL STAMP PAPER FOR COMPLIANCE OF VARIOUS STATUS.

1. That I/We have taken a contract from M/s. MMTC Limited Mumbai (A company incorporated under the Companies Act, 1956) having its Regional Office at MMTC house, C-22, Block E Bandra Kurla Complex, Bandra (E) Mumbai -400 051 and its Registered office at Core-1, Scope Complex, Institutional Area, Lodhi Raod, New Delhi 110 003 for printing of stationary and binding of office files at MMTC House, C-22, E-Block, BKC, Bandra (East), Mumbai 400 051.
2. That I/We have executed an agreement dated _____with MMTC Limited for execution of the work as per the terms and conditions specified therein.
3. I/We further undertake to keep MMTC fully indemnified against any claim that may arise under the aforesaid contract.

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from and no part of it is false.

Verified on this _____ day of _____ at Mumbai.

DEPONENT

Identified by me

(Letter for submission with tender on tenderer’s own letterhead)

UNDERTAKING

No.

Dated

General Manager,
MMTC limited
MMTC house, C-22, E-Block,
Bandra(E)
Mumbai 400 051.

Sub.:- Tender for empanelment of contractor for printing of stationary and binding of office files at MMTC House, BKC, Bandra(E)Mumbai-400 051.

Ref. No. MMTC/MUM/ADMN//2019-20/03 Dated 24.05.2019.

Dear Sir,

1. I/We, the undersigned certify that I/We have carefully gone through and clearly understood the site, terms and conditions of the tender documents, the work requirements and undertake to comply with them.
2. I/We undertake to execute and complete the work as per tender terms and conditions and the bids submitted by us. We have signed every page of the tender documents as token of our acceptance of all terms and conditions of the tender.
3. I/We enclose herewith Earnest Money Deposit (EMD) of Rs. 20,000/- (Twenty Thousand Only) by demand draft/pay order No._____dt._____ drawn on _____favouring MMTC Limited and payable at Mumbai.or RTGS Axis Bank Limited,
BKC Branch, Bandra, Mumbai
Current Account No : **-230010200004688**
IFSC Code : - UTIB0000230
4. I/We also undertake to complex with all the laws/acts/enactments/modifications of Central and State Government in respect of contract work and applicable GST, profession tax etc. I / We will be responsible for proper health of the worker and injury, if any, caused to the workers while doing the work of binding of office files at MMTC House, BKC, Bandra(E) Mumbai 400 051 and for the behavior and conduct of the workers. I/We certify that no criminal /Income tax / Service tax / black listing case is pending against my / our firm/company.
5. My /our offer includes door delivery of printing material.
6. My/our offer shall be valid of 60 days from the date of opening of the price bid.

Thanking you,

Yours Faithfully,

For M/s. _____

Signature _____

Date _____

Name _____

Address: _____

Seal of contractor.