

MMTC LIMITED, R.O. MUMBAI
(A Govt. of India Enterprise)
MMTC HOUSE, C-22, E-BLOCK, BANDRA KURLA COMPLEX,
BANDRA (EAST) MUMBAI 400 051

E-NIT for Empanelment of Contractor for Printing of Stationery and Binding of files at MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (E) Mumbai 400 051 and at MMTC's Unit at SEEPZ, Andheri (East) Mumbai.

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PART –I

INSTRUCTIONS TO BIDDERS.

Subject :E-NIT for empanelment of contract for printing of stationery and binding of files at MMTC House, C- 22, E-Block, BKC, Bandra (E) Mumbai -51 and MMTC's unit at SEEPZ, Andheri (E) Mumbai.

The Agencies registered with Government-e-Portal are invited to submit their offer for the above said work on the terms and conditions contained in this tender documents as per **Annexures** hereto.

1. E-Bidders to submit two parts bid tender consisting of Techno-commercial bid(**Annexure-A**) and Price Bid (**Annexure-B**)- placed in two separate covers.
2. E-bidders will have to submit declaration on letterhead as per **Annexure-C**.
3. Offers should strictly be in accordance with the terms and Scope of Work / specifications. E-bidders are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
4. The e-Techno-commercial Bids shall be opened on schedule date/ time in MMTC office in presence of the tenderers, who wish to be present on the date of opening.
5. Successful E-Bidders will have to enter into an agreement with MMTC as per **Annexure-D**.
6. E-bidders are requested to have all their queries clarified before bidding. Any deviation, if found after bid opening shall not be acceptable and bid may be rejected without giving any clarification.
7. E-Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be summarily rejected. MMTC does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
8. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful e-bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
9. Performance Security Deposit will be @ 3% of the contract value is to be deposited by successful e-bidder by way of e-payment to MMTC Limited as per the account's details provided hereinafter by MMTC, for due and satisfactory performance of the contract. The security deposit will be non-interest bearing and shall be refunded only after completion of contract period and upon appropriation of dues, if any.
10. The e-bidders shall bear all costs associated with the preparation and submission of their bids, and MMTC **will not be responsible** or liable for the costs, regardless of the conduct or outcome of the bidding process.
11. A successful e-bidder shall furnish list of successful clients.



12. A successful e-bidder should not change contract during its execution without prior permission of the MMTC management. A successful e-bidder should not sub-let/sub-contract/assign the main contractual work during the contractual period.
13. E-bids in **TWO SEPARATE FORMS** comprising **TECHNICAL BID (Annexure - A)** with documents and **PRICE BID (Annexure - B)** in prescribed format duly filled in and signed by the bidders in both bids and submit through e-mode.
14. Following documents are required to be enclosed with (TECHNICAL BID) by interested bidders.
- Certificate under Shop and Establishment Act.
 - Experience certificate issued by the companies for previous three years.
 - Proof of valid registration with statutory authorities under GST & certificate thereof.
 - Permanent Account Number allotted by Income Tax Department.
 - Certified copies of annual turn-over details for the last three years (balance sheet, IT returns) certified by C.A signed and sealed by tenderer.
 - Details of Bank account e.g. Name of Bank, Name of branch, type of A/c, IFSC Code, Branch Code.
15. MMTC reserves the right to seek clarifications / ask for additional documents from e-bidders, verify the originals and verify their credentials with clients, if required.
16. MMTC reserve the right to accept/reject any or all the bids and/or cancel the tender process at any time at its own discretion without assigning any reason whatsoever and for which no claim will be entertained from the bidders.
17. Tender Process:

Sr No.	Particulars	Date and time
1	Floating of Tender on new papers	03.03.2022
2	Submission of bid through e-mode	23.03.2022 upto 15.00 hrs
3	Opening of techno commercial bids	23.03.2022 at 15.30 hrs.
4	Opening of price bids of eligible bidders	To be inform
5	Negotiations with Bidders	Nil
6	Issuance of LOI/Agreement	--

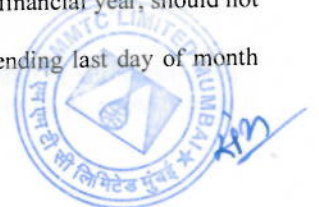
18. For any queries / clarifications on tender technical specifications /commercial points and other terms and conditions of the tender, e-bidder may contact as under :
- Mr. Dhananjay Wasnik, AGM(Admn)Email: dhananjay@mmtclimited.com.
022-61214503; Mob.9820250973
 - Mr. Sanjay Ramraje, Email: sramraje@mmtclimited.com, Tel:022-61214509, Mob.9930076352.
- Thanking you,

Yours faithfully,
For MMTC Limited
(Sanjay Ramraje)
Chief Manager (Admn)

Part- II

(A) ELIGIBILITY CRITERIA:

- The bidder (s) must be registered with Government -e- portal.
- E-bidder should have overall turnover of minimum Rs.1,50,000/- (Rupees One Lakhs Fifty Thousand) as contractor for printing of stationery and binding of files during the last three years i.e. 2017-18, 2018-19 & 2019-20 and in support thereof their balance sheets/profit & loss accounts duly certified by their Chartered Accountant be attached.
- E-bidder should have minimum experience of three years in empanelment of contract for printing of stationery and binding of files in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should submit copies of award letters in support thereof duly attested.
- Valid license issued by Government or competent authority.
- Offer should be as per tender specifications.
- E-bidder should have executed contract as empanelment of service provider for contract for printing of stationery and binding of files in the past with Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should have got valid license from the competent authority (copy to be submitted)
- E-bidder must submit copies of valid PAN/GSTN along with e-tender.
- Copy of credentials in support of empanelment of printing of stationery and binding of files and similar work (provision of miscellaneous services in different sections as per enclosed scope of the work) from Govt. Organizations. (Copy to be submitted)
- Average Annual financial turnover during last 3 years ending 31st March of the previous financial year, should not be less than Rs. 2.00 Lakhs.
- Experience certificate of having successfully completed works during the last 3 years ending last day of month



previous to the one should be as follows:

- i) Three similar completed work done of printing of stationery and binding of office files costing not less than amount equal to Rs. 1,00,000/- (One Lakhs only)
 - ii) Two similar completed work done of printing of stationery and binding of office files costing less than amount equal to Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)
 - iii) One similar completed work done of printing of stationery and binding of office files costing not less than amount equal to Rs.3,00,000/- (Rupees Three Lakh Only)
- k. List of supply order related to work done of printing of stationery and binding of office files by the firm, in MMTC Limited to be provided in technical bid (if applicable).
 - l. Offer should be as per tender specification only and no deviation will be entertained.
 - m. E-bidder should submit financial capability through latest Income Tax annual report for last 3 years.
 - n. Submission of e-bid will be only through e-tender process.
 - o. Geographical presence – Mumbai District and Thane District.
 - p. GST will be applicable as per latest notifications.
 - q. PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs) :
The preference will be given to MSEs as defined in Public Procurement Policy for Micro as per Small Enterprises (MSEs) Order, 2012 dated 23/03/2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/ Notifications issued by concerned Ministry. In respect of e-bid for services, the e-bidder must be the service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the e-bid in respect of the offered product or service.
By procurement from MSMEs owned by a Women
A sub-target of 4% out of 25% target of annual percent earmarked for MSMEs owned by SC/ST women entrepreneurs.
 - r. In case the party is registered with Ministry of MSME/its authorized agencies, the e-bidder is required to submit, registration certificate. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.

(B) **SEPCIALCONDITIONS:**

1. Conditions:

- a. The e-Techno-commercial bids shall be scrutinized/ verified by a Committee in terms of the tender/scope of the work, and subsequently, the "PRICE BIDS" shall be opened within a week. The date will be intimated to the technically qualified bidders.
- b. The period of empanelment of contractor for empanelment of printing of stationery and binding of files at MMTC House, BKC, Bandra(East), MMTC's office at Sahar Cargo and Seepz Unit, Andheri shall be **Two years w.e.f. 01.04.2022 to 31.03.2024**. The same shall be extendable by mutual consent of the parties for similar terms and conditions and rates. (Shall be in writing)
- c. The job of binding of files shall be executed in the MMTC House, C-22, E-Block, BKC, Bandra (E) Mumbai -51 and MMTC's unit at SEEPZ, Andheri (E) Mumbai. The said work to be completed by contractor as assign from time to time. The supply of water, Power and Space shall be provided by MMTC free of cost for specific duration only. The contractor shall ensure that the workmen (in case of binding of office files at MMTC premises) deployed by him, we have decently and do not indulge themselves in any such activities which are unbecoming on the part of person working in government office. The workmen employed by Contractor for binding shall be of sound health, mentally alert and physically fit. The contractor shall bound to change the personnel deployed, if any if found unsuitable by MMTC and decision of the MMTC in this regards shall be final and binding on the contractor without any reason thereof.
- d. The contractor shall any injury caused to person or things (fittings/fixtures/furnishing, etc.) any damage caused to any property of MMTC, etc which may arise from the operation or neglect of any person of the contractor team or any person engaged by him for any purpose related to execution of the job.
- e. The bidder/contractor shall indemnify MMTC against all liabilities arising out of his operations in any way under any act of the government and also in award of any compensation or damage consequent upon any claim arise out of above.
- f. Once the order is place for supply of printing of stationery, the contractor should supply /door delivery the same within a week time from the date of placing order for the supply of printing of stationery and binding of files will be sent to email. The job of binding of office files is to be done in MMTC's office only and order will be forwarded through email. The quantities indicated in the tender are for reference and intended for contract. However, the work order shall be place on the contractor as per MMTC's requirement from time to time by email.
- g. The offer shall remain valid for a period of 75 (Seventy-Five) days from the date of opening of the **PRICE BID. (Annexure-B)**
- h. All pages of the offer must be signed/ sealed by the bidders.
- i. The e-tenders with any additional conditions/ deviations, whatsoever shall be rejected.
- j. The e-tenderer 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, the rates mentioned in words shall be treated as valid and final.



- k. All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and such tenders may be liable for rejection. The tenderer shall duly attest all cancellations and insertions.
- l. If the successful e-bidder deliberately gives wrong information in tender, MMTC reserves the right to reject such tender at any stage or to cancel the contract, without prejudice of taking legal resource.
- m. The successful e-bidder must comply with all terms and conditions contained herein.
- n. The successful e-bidder shall require to submit an Affidavit as per Annexure-C and enter into an agreement as per Annexure-D. The terms and conditions of the e-bid documents and all other correspondence, shall also form an integral part of the agreement to be entered into with successful bidder of tender
2. E-Bidders have to submit two-part bid tender consisting of Techno-commercial bid(**Annexure-A**) and Price Bid(**Annexure-B**)- placed in two separate covers.
3. E-bidders will have to submit declaration on letterhead as per **Annexure-C**.
4. Offers should strictly be in accordance with the terms and Scope of Work / specifications. E-bidders are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
5. Successful E-Bidders will have to enter into an agreement with MMTC as per **Annexure-D**.
6. E-bidders are requested to have all their queries clarified before bidding. Any deviation, if found after bid opening shall not be acceptable and bid may be rejected without giving any clarification.
7. No request will be entertain by MMTC for increase in price due to whatever reason for any job specification during the validity of the contract.
8. E-Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be summarily rejected. MMTC does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
9. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful e-bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
10. Performance Security Deposit of 3% of contract total value is to be deposited by successful e-bidder by way of e-payment to MMTC Limited as per the account's details provided hereinafter by MMTC, for due and satisfactory performance of the contract. The security deposit will be non-interest bearing and shall be refunded only after completion of contract period and on appropriation of MMTC's dues, if any.
11. The e-bidders shall bear all costs associated with the preparation and submission of their bids, and MMTC **will not be responsible** or liable for the costs, regardless of the conduct or outcome of the bidding process.
12. MMTC reserves the right to seek clarifications / ask for additional documents from e-bidders, verify the originals and verify their credentials with clients, if required.
13. MMTC reserve the right to accept/reject any or all the bids and/or cancel the tender process at any time at its own discretion without assigning any reason whatsoever and for which no claim will be entertained from the bidders.

(C) SCOPE OF WORK:

- (i) Successful bidder shall provide work of printing of stationery and binding of files for the period of Two years w.e.f. 01.04.2022 to 31.03.2024 for the following job description. Details are as under

PART – III

INSTRUCTIONS , GENERAL TERMS AND CONDITIONS TO BIDDERS.

1.0 General

- 1.1 The tender shall be submitted in two parts
- (i) Technical bid (form A1 to A4)-online
- (ii) Financial bid (section –IV) -online
- 1.2 MMTC reserves the right to revise or alter the scope of work before acceptance of any bid. In case the services offers deviates from the scope of services as described in this RFP, the bidder should describe unambiguously in what respect and to what extend the services offered by it differs from our specification even if the deviation is not very material.
- 1.3 SPECIAL TERMS & CONDITIOS FOR E-TENDER (For Technical and Financial Bid)
- For any technical issues difficulties pertaining to the e-Procurement portal bidder are advised to get in touch with the service provider helpdesk:

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration) Vendor's ID/Profile Activation, Renewal of Vendor's ID	Sonu Tank =07935022180	sonu@abcprocure.com
	Satabi Dey -07935022167/ 07935022166	info@abcprocure.com
Mr.Nanda Valera (Dedicated Helpdesk for MMTC)	+91 9081000427 +91 9328931942 +91 3510813528	Delhi.support@eptl.in



Technical Assistance related to e-tender or e-action filing/submitting (HO Team)	+91 95108 12960	support@abcprocure.com Dinesh.k@eptl.in
	+91 95108 12971	
	+91 90810 00427	
	+91 99044 06300	
	+91 93475 19729	

The bidder shall have valid Class-III Digital Signature Certificate (DSC) with signing and encryption) issued by Licensed Certifying Authority operating under Root Certifying Authority of India (RCAI) Controller of Certifying Authority(CCA) in India . The details of the License CA's are available on www.cca.gov.in wherein the detail 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 e-tendering /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 to 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 shall 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 situation. It is to be noted that either MMTC or MMTC's SERVICE PROVIDER shall not to 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 e-tender in two bid system through e-mode only. PART-I shall be TECHNICAL BID, PART-ii shall be FINANCIAL BID.

(IV) GENERAL TERMS AND CONDITIONS

1. EFFECTIVE DATE AND CONTRACT DURATION AND COMPLETION SCHEDULE :

- a) The Effective Date of the Contract shall be 01.04.2022.
- b) The Contract shall be valid for a period of 24 (Twenty Four) months from 01.04.2022 i.e. effective date of contract, unless terminated by giving one month's notice to the Contractor.
- c) MMTC shall have the right to terminate the contract, at any time before the expiry date of the contract in accordance with various provisions contained in the contract.

2. BIDDER SHALL SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH THEIR BID FOR VENDOR CODE CREATION FOR E-PAYMENT.

- a) Copy of PAN Card.
- b) Copy of GSTIN.
- c) Copy of a cancelled cheque.
- d) Copy of NEFT Mandate duly certified by Bank.

3. GST/TDS CLAUSE:

E-bidders are advised to check applicable GST before quoting. MMTC will not take any responsibility in this regards. GST reimbursement will at applicable rates only.

- a) New Statutory Levies
All statutory levies levied on provision of Services to MMTC from effective date i.e., 01.04.2022, if any, shall be payable at actual by MMTC against documentary proof.
- b) Variation in Taxes/Duties/Levies
Any increase / decrease in statutory levies viz. GST, from effective date i.e., 01.04.2022 will be to MMTC account (if the work is performed within the timelines).
- c) Income Tax (TDS) and any other taxes as per Statutory Provisions of Govt. of India will be deducted by MMTC from the invoice, at applicable rates before releasing payments.
Note: Central Government vide Notification 50/2018 dated 13/09/2018, has made TDS provision applicable under GST law on all payments affected by Public Sector Undertaking (PSU) w.e.f. 01/10/2018. MMTC being a PSU, these provisions will be applicable on or after 01/10/2018. TDS shall be deducted @ 2% of taxable value excluding GST.

4. E-Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the BID document, ATC and Corrigendum if any.

6. INVOICING & PAYMENT:

- a) Contractor will be required to submit invoice to the office within time, as the same shall be processed through and Payments will be made / processed through NEFT mode. However, one physical copy of the invoice along with relevant documents/proofs will be required to submit to MMTC for settlement of the bills on or before 5th of every month.
- b) No Claims whatsoever will be considered for increasing the charges during the period of agreement period of Contract.
- c) Recovery of Taxes as applicable as per Income Tax Act shall be made from the bills.



7. SECURITY DEPOSITS (INTEREST FREE):

- 7.1 To ensure performance of successful bidder, under the contract and for due discharge of the contractual obligations, the successful bidder/contractor will have to provide non- interest bearing security deposit of @ 3 percent of contract value. This Security deposit may be furnished in the form of an e-payment (NEFT/RTGS) payable to MMTC to the following bank account:
Beneficiary: MMTC Limited
Current Account No. 40034579997
Bank : State bank of India
Add: Mumbai Main Branch, Horniman Circle, Mumbai Samachar Marg,
Fort, Mumbai-400 001.
IFSC : SBIN000300
Branch Code : 000300
Swift Code : SBININBB110
- 7.2 The aforesaid Security deposit will be retained till successful completion of the work as per terms of the contract. This security deposit shall be interest free and released after the expiry of the contract subject to Clause 7.2 and 7.3 appearing herein below.
- 7.2 If the contractor or its workmen break, deface, damage or destroy any property belonging to MMTC during the execution of the contract, the recovery of the said loss will be made from the contractor, based on the certificate of the officer-in-charge of MMTC. The same shall be binding on the contractor. The expenses towards repair, recoupment, can be recovered from the security deposit/bills, if recovery from other sources is not possible. In case of amount is found more, than the contractor shall make it good on demand.
- 7.3 All compensation or other sums of moneys payable by the contractor to MMTC under terms of this contract may be deducted from security deposit or from any sums which may be or may become due to the contractor. The contractor within ten days thereafter shall make good any sum or sums, which might have been deducted from his security Deposit.
- 7.4 The security deposit shall be held by MMTC, as security for the due performance of the Contractor's obligations under the contract. No interest shall be payable by MMTC on the said security deposit.
8. The Letter of Acceptance/Contract Intent will be placed/executed on successful bidder as per the GeM procedure. The contractor has to provide satisfactory services as per the tender conditions.
9. MMTC reserves rights to cancel the tender or execute the tender in part or full or in excess based on the actual requirements.
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 contract/Tender or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by CMD of MMTC Ltd. The provisions of Arbitration and Conciliation Act, 1996 and subsequent amendments thereof shall apply to such arbitration proceedings. The venue/seat of Arbitration shall be at Mumbai.
11. **FORCE MAJURE** : 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, act of God and cat of government (including but not restricted 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 such installment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds 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 damage. The party which is unable to fulfill its obligation 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 agreement.
12. **FRAUD PREVENTION POLICY** :The Contractor 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 appraise 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 transactions(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC, as applicable from time to time.
13. **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 agency(s)/Contractor 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 dealing or taken any curative measures with the agency(s)/contractor in accordance with the policy in force.



- 14. INTEGRITY PACT:** Integrity Pact of MMTC will be applicable for this tender and e-bidder(s) will follow the terms and conditions of integrity pact. E-bidder(s) and MMTC shall be bound by in provisions of IP in case any complaint related to tender is found substantiated.
- 15. TERMINATION FOR INSOLVENCY:** MMTC Limited may at any time terminate the agreement by giving 30 days written notice to the successful e-bidder on the address mentioned in contract without giving compensation to the bidder, if the bidder becomes bankrupts, or otherwise, insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC Limited.
- 16. PRICE EVALUATION CRITERIA:** Price Evaluation of bids shall be done on overall lowest quote basis with taking into account GST Liabilities to MMTC and as per the GeM procedure.
- 17.** If bidder quotes zero (0) against any of the items mentioned in the price bid form, the same will be considered as free of cost.
- 18. CURRENCY OF QUOTE :**Bidders have to quote in INR only.
- 19. BID VALIDITY :** Tender submitted by tenderers shall remain valid for acceptance for a period of 75 days from the date of opening of the tender/Techno Commercial Bid
- 20.** The scope of work under this tender is non-splitable/non-divisible and preference Policy for MSEs will be applicable accordingly.
- 21. TERMINATION CLAUSE:**
- (A) Right to Terminate the Process:** MMTC reserves the right to cancel the contract/agreement placed on the selected e-bidder and recover expenditure incurred by MMTC under the following circumstances:-
- (i) The successful e-bidder commits breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
 - (ii) If the successful e-bidder fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this e-tender and subsequent Contract and the extension, if any allowed, it will be a breach of contract. MMTC reserves its right to cancel the contract.
 - (iii) In the event of the successful e-bidder being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the successful bidder failing to comply with any of the conditions herein specified, MMTC shall have the right to terminate the contract without prior notice.
 - (iv) In case successful bidder fails to deliver the services/assignment as stipulated in the agreement/contract, MMTC reserve the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. In such event Performance Security Deposit shall stand forfeited.
 - (v) After award of the agreement, if the successful bidder does not perform satisfactorily or delays execution of the agreement, MMTC reserves the right to get the agreement for remaining period executed by another party of its choice by giving one month notice for the same. In this event, the selected e-bidder is bound to make good the additional expenditure, which MMTC may have to incur for the same. This clause is applicable, if for any reason, the agreement is cancelled.
 - (vi) MMTC reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the selected e-bidder including from the pending bills and/or invoking the performance security deposit under this agreement.
- (B) Consequences of Termination**
- (i) In the event of termination of the Agreement/service contract due to any cause whatsoever, MMTC shall be entitled to impose any such obligations and conditions and issue any clarification as may be necessary to ensure an efficient transition and effective business continuity of the Service(s)/scope of work intended under the present tender which the successful bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder in relation to the execution/continued execution of the scope of the Agreement.
 - (ii) Nothing herein shall restrict the right of MMTC to invoke the securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies / legal recourse that may be available to MMTC under law or otherwise against successful bidder.
 - (iii) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement / contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- (C) Relationship between the Parties**
- (i) Nothing in the subsequent Agreement / contract constitutes any fiduciary relationship between MMTC and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.
 - (ii) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the subsequent Agreement / Contract.
 - (iii) MMTC will not be under any obligation to the subsequent successful bidder except as



agreed under the terms of the Agreement / Contract.

- (C) **No Assignment:** The Selected Bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the agreement.
- (D) **Waiver:** The failure of either party to enforce or to exercise at any time or for any period, any term of or any right pursuant to this tender/agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.
- (E) **Governing Law:** This agreement/contract shall be governed in accordance with the laws of India.
- (F) **Publicity:** The successful e-bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to do so.
- (G) **Signing of Tender:** Each and every page of the tender document to be signed and stamped in acceptance of the terms and conditions. Individual signing the tender or other documents connected with contract must specify whether he/she signs as:
- (i) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership contract or by a power of attorney duly executed by the partners of the firm.
 - (iii) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B:

- (1) In case of partnership firms;
- (i) a copy of the partnership deed or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (2) A person signing the tender form or any documents forming part of the tender on behalf of another person, he/she should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (H) **Compliance with Laws:** The selected Bidder shall comply with the laws in force in India in the course of performing the Agreement / Contract.
1. During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, government or other regulatory or authorized body of persons and shall provide all certificates to MMTC of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders.
 2. If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender / subsequent agreement / contract, in such event, the successful bidder will be solely liable to face the consequence of violation, in as much, the successful bidder may keep MMTC safe and indemnified from any of the lossess / risk which may occasioned by non-performing any statutory rules, regulation or law in force.



Kim

Techno-commercial bid.

Tender No.: _____

Brief Description of the firm.

Sl.	Particular	Details
1	Name of the firm/Company.	
2	Nature of Business Legal Status Category	
3	Name of the owner/partners/Directors	
4	Full particulars of office. (a) Address (b) Telephone No. (c) E-mail id.	_____ _____ _____
5	Full particulars of the bankers of the firm for e-payment. Name of the bank Branch Account type Account No. IFSC Code	_____ _____ _____ _____ _____
6	Registration details (self attested copies of all certificates/licenses/permit/registration, etc) should be enclosed failing which the application is liable to be rejected outright. (a) PAN/GIR No. (b) GST Registration No.	_____ _____

Signature of Bidder with seal

Place :

Date : _____



PRICE BID

Tender No.:

PRICE BID BREAKUP

S.No	Particulars	Size	Qty. (In nos.)	Amt. Rs.(Excl. GST)
1	Letter Head (Loose) 2COL.SC.PTG.80 GSM.S/S PAPER	A4	12000 PCS	
2	Note Sheets (80GSM Ledger)	100x1	200 PADS	
3	N.T. Visiting Cards (2 COL.S.PTG 80 GSM S/S/Paper)		200 PCS	
4	White Plain Envelop (2 COL.S.PTG 80 GSM S/S/ Paper)	9.5" x 4.5"	5000 PCS	
5	Clothline Envelop (2 COL.SC.PTG) 80 GSM Ledger	12" x 16"	5000 pcs	
6	Clothline Envelop (2 COL.SC.PTG) 80 GSM Ledger	11" x 5"	5000 pcs	
7	Brown Envelop (Kraft) COL.SC.PTG) 80 GSM	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"x6.6.:100x1	50 pads	
11	On Duty Certificate (one side printing)	8.2"x 5" 100x1	100 pads	
12	Gate pass in yellow colour	100 pages in each book	25nos	
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	A4	100PADS	
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 requirement per	



In words (Rupees _____)
(The total amount for all three items should be both words and figures. In case of any discrepancy the amount in words will prevail. No alternation/ over writing is permitted)

1. I/We accept all the terms & conditions mentioned in the tender dt. _____.

Signature _____

Name _____

Designation _____

Name of the Company/Firm _____

Date _____



Declaration

1. I Son/Daughter of Shri.....Proprietor/Partner/Director/Authorized Signatory ofam competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey acceptance of the same.
3. The information/document furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. That I hereby confirm and declare that my/our firm/company M/s. _____ is not blacklisted/delisted/debarred or on holiday list with any company private/public or government company from participating in tender as on date.

Signature of authorized person.

Full Name :

Designation:

Company Seal:

(Sal of Bidder)

Place:

Date:

N.B. The above declaration duly signed and sealed by the authorized signatory of the company should enclosed with Techno Commercial Bid.



**DRAFT AGREEMENT
(ON NON JUDICIAL STAMP PAPER OF Rs. 500/-)**

This agreement is made at Mumbai on this _____ day of _____ 2021 between:

M/s. 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, administrators and executors) of ONE PART And

M/s. _____ (Proprietor/Company/or partnership firm, having registered office address at _____ hereinafter referred to as "Contractor" (which expression shall unless repugnant to the context or meaning hereof shall include its successors, assigns, heirs and execute) of OTHER PART.

AND WHEREAS MMTC is engaged in the global/domestic trade of Minerals, Metals, Fertilizer, Bullion, Agro Products, etc., AND WHEREAS the said contractor is engaged in printing of stationery, binding of office files, and supply of office stationery business and has become successful in Tender No. _____ Dt. _____ for work related to empanelment of contractor for printing of stationary and binding of office files at MMTC house, BKC, Bandra (E)/ MMTC's Unit at SEEPZ Office, Andheri (E) and MMTC's Strong Room at Air Cargo Complex, Sahar Road, Andheri (E) Mumbai.

AND WHEREAS MMTC has issued a work order no. _____ dated _____ in favour of contractor herein. The contractor agrees to execute fulfill and discharge all the responsibilities duties, liabilities in accordance with the terms of tender, scope of work in the present contract as service provider for printing of stationary and binding of office files at aforesaid tender and manner hereinafter agreed to entire satisfaction of MMTC.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. The contractor shall execute and efficiently handle the role of service provider for printing of stationary and binding of office files at MMTC house, C-22, E-block, BKC, Bandra (E) Mumbai-51, MMTC's office at Sahar Cargo and Seepz Unit, Andheri, Mumbai, as mentioned in the scope of work as per tender document and work entrusted to contractor in accordance with the specification until it is approved by MMTC for consideration as per terms & conditions from tender document shall remain valid through the period of contract.
2. In case the jobs entrusted/assigned to the contractor are found to be 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 contractor shall maintain proper accounting.
4. The rates as per Annexure-1, shall remain valid through the period of contract.
5. The contractor shall be exclusively responsible/ liable for due observation and implementation of the statutory conditions or requirements of supplies and distribution laws applicable time to time.
6. It shall not be obligatory on the part of the contractor to work personally for the execution of the contract any of the MMTC premises.
7. The contractor shall be free to work anywhere else or undertake any other contract and shall be free to get empanel to contractor for printing of stationary and binding of files without disturbing the scope of the work.
8. Contractor shall make Interest Free Performance Security Deposit Of Rs. ----- (Rs. ----- Only) i.e. 3% of the total contract value, in the shape of e-payment for due and satisfactory performance of the contract. The same shall be refunded only after satisfactory completion of agreement and upon adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the contractor.
9. In case 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 deposits payable/refundable 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 losses to MMTC within 10 days. MMTC reserves its right to recover such losses from the contractor in accordance with laws.
10. The duration of this contract is for a period of Two year w.e.f. 01.04.2022 to 31.03.2024 though the parties will have a right to extend the period with mutual consent of both the parties for similar terms and conditions and rates before 30 days of the expiry of the stipulated period.
11. The agreement may be terminated even before the stipulated period by either party by giving one month's notice in writing at the addresses given herein above.
12. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, MMTC shall be at liberty to terminate/revoke the agreement by giving one month's notice in writing and the contract shall come to an end.
13. In that case, the liabilities, responsibilities of the contractor for the work done during the existing of this agreement shall not come to an end unless settled with MMTC as per law.
14. **Taxes and Duties:**



Any type of tax/cess liability, arises, if any during the transaction / contract period or in future which is associated directly or indirectly with the transaction execution herein will be on account of successful bidder who shall accept it without any demur or protest.

15. **Severance:**
In the event any provision of the agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this contract shall in full force and effect.
16. **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.
17. The tender documents terms and conditions therein shall form an integral part of this agreement. In case of dispute with regards to meaning of them the decision of MMTC shall be binding.
18. The contractor shall raise invoice (bill) on monthly basis for the work executed under this contract. MMTC shall settle the said bill after getting one physical copy of invoices along with relevant documents. 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.
19. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, MMTC shall be at liberty to terminate/revoke the agreement by giving one month's notice in writing at the address given hereinafter and the contract shall come to an end. In that case, the liabilities, responsibilities of the contractor for the work done during the existing of this agreement shall not come to an end unless settled with MMTC.
20. MMTC may at any time terminate the agreement by giving 30 days written notice to the Contractor without giving any compensation, if the Contractor becomes bankrupts/insolvent or otherwise, as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC Limited.
21. In the event of termination of the contract or otherwise, MMTC shall have no liability to regularize/recruit/employ the workmen employed by the contractor, nor the workmen are entitled for any benefit enjoyed by the employees of MMTC.
22. During the terms of this agreement, contractor shall arrange for appropriate insurance for its photocopier machines at its own cost. MMTC will not take responsibility under any circumstances for any loss/injury/calamity to photocopier machines.
23. **FORCE MAJURE :** 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, act of God and act of government (including but not restricted 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 such 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 damage. The party which is unable to fulfill its obligation 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 agreement notwithstanding this, provisions relating to indemnity, confidentially survive termination of the agreement.
24. **FRAUD PREVENTION POLICY :** Contractor 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 appraise 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 transactions(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.
25. **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 agency(s)/Contractor 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 dealing or taken any curative measures with the agency(s)/Contractor in accordance with the policy in force.
26. **ASSIGNMENT :** Neither party to this agreement shall assign or transfer this agreement.
27. **AMENDMENT:** Any change to the terms & conditions of this contract, shall be in writing duly signed by authorized representative of both the parties.
28. **INTEGRITY PACT:** Integrity Pact of MMTC will be applicable for this tender and e-bidder(s) will follow the terms and conditions of integrity pact. E-bidder(s) and MMTC shall be bound by in provisions of IP in case any complaint related to tender is found substantiated.
29. **TERMINATION OF CONTRACT:** In the event of successful e-bidder 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 provision of the contract. MMTC



may terminate the contract/LOI after giving one months notice in writing to the contractor. Such notice may be serve 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 successful e-bidder for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC.

- 30. **TERMINATION FOR INSOLVENCY:** MMTC Limited may at any time terminate the agreement by giving 30 days written notice to the successful e-bidder without giving compensation to the bidder, if the bidder becomes bankrupts, or otherwise, insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC Limited.
- 31. The contractor undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, claims, losses, damages, demands, expenses or costs whatsoever, that MMTC may incur and / or suffer on account of any default on the part of the contractor in discharge of the obligation under the agreement, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent agreement undertaking or if MMTC at its sole discretion consider that the contractor is not in position to fulfill its obligation, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the contractor from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of the agreement.
- 32. **ARBITRATION :** 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 CMD of MMTC Ltd.. The provisions of Arbitration and Conciliation Act, 1996 and subsequent amendments thereof shall apply to such arbitration proceedings. The venue/seat of Arbitration shall be at Mumbai.

IN WITNESS WHEREOF this agreement is executed at Mumbai through authorized representative of both \the parties on..... Day of 2022.

For M/s _____
Name and Designation of the Signatory.

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

Witnesses :
1) _____
(Name, Address)
2) _____
(Name, Address)

Witnesses:
1) _____
(Name/ Address)
2) _____
(Name/Address)



"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 empanelment of contractor for printing of stationery and binding of files at MMTC House, C-22, E-Block, BKC, Bandra (East), MMTC's office at Sahar Cargo and Seepz Unit, Andheri.
2. That I/We have executed an agreement dated _____ with MMTC Limited for printing of stationery and binding of files at MMTC House, C-22, E-Block, BKC, Bandra (East), MMTC's office at Sahar Cargo and Seepz Unit, Andheri, as per the terms and conditions specified the tender document.
3. I/We have gone through the provisions of all the statutory laws/ taxes etc.
4. 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 tender's own letterhead)
UNDERTAKING.

No.

Dated

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

Sub.:- E-NIT for awarding contract for empanelment of contractor for printing of stationery and binding of files for MMTC House, BKC, Bandra(E) MMTC's office at Sahar cargo and Seepz unit.

Ref.:-

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 the same.
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 also undertake to comply with all the laws/acts/enactments and modifications, etc. applicable for executing the said work.
4. My /our offer excluded applicable GST. All the statutory taxes, cess, services charges, payments will be paid by me/us to the concerned authorities on due date and I/We understand that the GST shall be reimbursed to me/us with bills on actual basis only on production of documentary proof of deposits with concerned authorities for the previous months.
5. My/Our offer shall be valid of 75 days from the date of opening of the price bid.

Thanking you,

Yours Faithfully,

For M/s. _____
 Signature _____
 Date _____
 Name _____
 Designation _____
 Seal of contractor.

Address: _____

Signature of Bidder with seal

Place :

Date :

