



MMTC LIMITED
(A Government of India Enterprise)
“MMTC House”, C-22, E-Block, Bandra-Kurla Complex
Bandra (East), Mumbai – 400 051.
Phone: 022-61214500/4605 Fax: 022 -26572541
E-mail: mmtcmumbai@mmtclimited.com Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/MUM/ADMIN/2019-20/02
10.06.2019

Dated:

TENDER DOCUMENT

E-NIT FOR EMPANELMENT OF SERVICE PROVIDER FOR PHOTOCOPIER MACHINE ON RENTAL BASIS FOR MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (E) MUMBAI-51, MMTC'S OFFICE AT SAHAR CARGO AND SEEPZ, ANDHERI.

Start date/time for Downloading tender documents	12.06.19 From 1200 Hrs
Last date/time for Downloading tender document	03.07.19 up to 1100 HRS
Due date/time of tender submission (Single Bid)	03.07.19 up to 1100 HRS
E-bid opening date/time	03.07.19 at 1130 HRS

Downloaded by:

M/S

Appendix

- Period of appointment : Initially for one year.
Mutually extendable for another one year.
- EMD : Rs. 10,000/- (Rupees Ten Thousand Only)
- Security deposit : Rs. 20,000/-(Rupees Twenty Thousand)
- Participation Fees (Non refundable) : Rs. 1,000/- (Rupee One Thousand Only)
Through e-payment (NEFT/Fund Transfer) in Axis Bank Ltd. BKC Branch, Bandra (E) Mumbai.
Current Account No. 230010200004688 IFSC Code: UTIB0000230.

NOTICE INVITING E-TENDER (NIT)

MMTC Limited, (A Govt. of India Enterprise) a company registered under Companies Act, having registered office at Core-I, Scope Complex, 7, Institutional Area, Lodhi Raod, New

Delhi, 110 003 and Regional Office at MMTC House, C-22, E-Block, BKC, Bandra(E) Mumbai-400 051. Hereinafter referred to as “MMTC” invites e-bids for “E-NIT for empanelment of service provider for photocopier machine for MMTC Ltd., having address;

- MMTC House, C-22, E-Block, BKC, Bandra(E) Mumbai-400 051
- MMTC’s office at Sahar Cargo
- Seepz Unit, Andheri (E) Mumbai.

Interested e-bidders fulfilling eligibility criteria as mentioned below may submit their e-bid along with the required set of documents. Self certified scanned copies of following documents are required to be furnished through e-bid.

A copy of two e-bid with Non-refundable participation fee of Rs.1,000/-(Rupees One Thousand Only) along with letter mentioning UTR no. of NEFT/Fund Transfer in MMTC Limited Axis Bank Limited, BKC Branch, Bandra,Mumbai_Current_Account_No: **230010200004688**, IFSC Code : UTIB0000230. The e-tender documents may be download from websites viz., www.mmtclimited.com or www.mmtc.abcprocure.com and <https://eprocure.gov.in> and to be sent through e-mode on or before **1100 hrs of 03.07.2019**.

The e-tender will be opened before the tender opening committee at 1130 hrs on 03.07.2019 at 2nd floor, MMTC House, BKC, Bandra(E) Mumbai 400 051. Price bids of those bidders who qualified in technical bid will be opened within one week after giving due intimation to the successful bidders. Bidders/authorized representatives are requested to attend the bid opening process on scheduled date, time and venue.

NOTICE INVITING TENDER

To,
M/s.....
.....
.....

Sub: E-NIT for empanelment for empanelment of supplier of photocopier machine at MMTC House, C-22, E-Block, BKC, Bandra(E) Mumbai.

Dear Sir,

E-NIT in two bid systems are invited on behalf of MMTC Limited (A Govt. of India Enterprises), MMTC House, C-22, Block 'E', Bandra Kurla Complex, Bandra (East), Mumbai-400 051 for supply of photocopier machines having experience of more than 3 years.

• **ELIGIBILITY CRITERIA:**

- E-bidder should have overall turnover of minimum Rs.2,00,000/- (Rupees Two Lakhs) as service provider of photocopier machine during the last three years i.e. 2016-17, 2017-18 & 2018-19 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 service provider for photocopier machines 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.
- E-bidder should have executed contract as empanelment of service provider for photocopier machines in the past and should have got valid licence 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 photocopier machines and similar work (provision of miscellaneous services in different sections as per enclosed scope of the work) from Govt. Organizations.
- Average Annual financial turnover during last 3 years ending 31st March of the previous financial year, should not be less than Rs. 2 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:-
- Three similar completed supply of empanelment of service provider for photocopier machines costing not less than amount equal to Rs. 2,00,000/- (Two Lakhs only)
- Two similar completed empanelment of service provider for photocopier machines costing less than amount equal to Rs. 2,00,000/- (Two Lakhs Only)
- One similar completed works empanelment of service provider for photocopier machines costing not less than amount equal to Rs.2,00,000/- (Two Lakh Only)
- List of supply order related to service provider for photocopier machines contract executed by the firm, in MMTC Limited to be provided in technical bid (if applicable).
- Offer should be as per tender specification only and no deviation will be entertained.
- Firm has to produce certificate duly ink signed by CA for status whether firm is proprietary/partnership, etc.
- E-bidder must deposit e-tender fee (non refundable) of Rs. 1,000/- through e-payment in the account of the MMTC Limited, Mumbai. (Refer to appendix)
- E-bidder should submit financial capability through latest Income Tax annual report.
- Submission of e-bid will be only through e-tender process.
- GST will be applicable as per latest notifications.
- Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSMEs), a minimum 25% share out of the total procurement of goods and

services by Central Ministries / Departments / Public Sector Undertakings are to be made from MSEM. Further out of 25% target of annual procurement from MSMEs, a sub target of 4% is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. Further, minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation to make it more inclusive.

- 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.
- MMTC reserves the right to increase or decrease the tender quantity or duration or both.
- A successful e-bidder shall submit interest free Performance Security Deposit (PSD) of Rs. 20,000/- (Rs. Twenty Thousand only) including EMD (interest free) for total supply order value within 30 days of receipt of supply order. This PSD and EMD will be returned/adjusted against dues, if any at the end of contract period.
- A successful e-bidder shall furnish list of successful clients.
- 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.
- E-NIT documents can also be downloaded from MMTC websites www.mmtclimited.com and eprocure.gov.in In case of downloaded Tender Documents the tender fee (non-refundable) in the form of online payment for Rs.1000/- (Rupees One Thousand only) in addition to prescribed EMD of Rs.10,000/- (Rupees Ten Thousand only) in favour of 'MMTC LIMITED' payable at 'Mumbai' must be enclosed.
- Earnest Money Deposit (Interest free) of Rs. 10,000/- (Rupees Ten Thousand Only) made by way of e-payment to MMTC Limited, Mumbai for participation in tender is to be enclosed with the Technical Bid. The EMD of successful e-bidder shall be adjusted against Security Deposit on award of work.
- E-bids in **TWO SEPARATE FORMS** comprising **TECHNICAL BID(annexure-A)** with prescribed EMD & 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.
- 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.
 - Registration certificate under NSIC/MSME, if any.
 - Profile of e-tender.
 - Legal status of the e-tender.
 - Tender fee (non-refundable) made through e-payment for Rs.1000/- (Rupees One Thousand only) in addition EMD (interest free) of Rs.10,000/- (Ten Thousand only) in favour of MMTC Limited payable at Mumbai.

- Details of Bank account e.g. Name of Bank, Name of branch, type of A/c, IFSC Code, Branch Code.

NOTE; Please note that all the above documents form a part of TECHNICAL BID. The tenders submitted without the requisite tender fee, EMD and all the documents are liable to be summarily rejected.

- The e-TECHNICAL 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.
- The e-TECHNICAL BIDS shall be scrutinized/ verified by a Committee in terms of the tender/scope of the work and subsequently the eligible PRICE BIDS shall be opened within a week. The date will be intimated to the participants.
- The period of empanelment of service provider for photocopier machines at MMTC House, BKC, Bandra(E), MMTC's office at Sahar Cargo and Seepz Unit, Andheri shall be two years w.e.f. _____ The same shall be extendable only at the discretion of 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 successful e-bidder in this regard.
- The Tender should remain valid for a period of 60 (sixty) days from the date of opening of the **PRICE BID**.
- All pages of the offer must be signed/ sealed by the tenderers.
- The e-tenders with any additional conditions/ deviations by the tenderers, whatsoever shall be rejected.
- 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.
- 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.
- The Earnest money deposit may be forfeited in the event of:
 - i) If a tenderer withdraws its tender during the period of tender's validity.
 - ii) In case of successful tenderer, if the tenderer fails to commence the work, as required.
- The Earnest money deposit of unsuccessful tenderers shall be returned within reasonable time without any interest. The EMD (interest free) of successful tenderer shall be retained and converted as part of interest free Security deposit, to be refunded after successful completion of contract after adjustment of dues, if any.
- 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, if awarded and forfeit the Earnest Money/Security deposit/ any other moneys due without prejudice of taking legal resource.
- MMTC do not bind itself to accept the lowest or any tender and reserves the right to reject any or all the Tenders in full or part, without assigning any reasons thereof.
- The successful e-bidder must comply with all terms and conditions contained herein.

- The successful e-bidder shall require to submit an Affidavit as per annexure D and enter into an agreement as per annexure-C. 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
- The successful e-bidder shall submit a performance guarantee amount through e-mode to the MMTC Limited, Mumbai of Rs.20,000/- (Twenty Thousand only) The Performance Guarantee amount shall be released to Successful bidder on successful and satisfactorily execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of the release. The Performance Guarantee amount can be forfeited by order of the MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work by successful bidder. On expiry of the contract, such portion of the said Performance Guarantee amount as may be appropriated for any losses/damages occurred to MMTC. On which decision of MMTC is final & binding on successful bidder

- **Termination Clause:**

- 1 **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:-

- The successful e-bidder commits breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- 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.
- In the event of the successful 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 power to terminate the contract without previous notice.
- In case selected e-bidder fails to deliver the services 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 EMD and Performance Security Deposit should stand forfeited.
- After award of the agreement, if the selected e-bidder does not perform satisfactory 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.
- 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.
- **Consequences of Termination**
- In the event of termination of the Agreement/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.

- Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, 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.
- 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.

Relationship between the Parties

- 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.

- 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.
- MMTC will not be under any obligation to the subsequent successful bidder except as agreed under the terms of the Agreement / Contract.

- **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.

- **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.

- **Governing Law:**

This agreement/contract shall be governed in accordance with the laws of India.

- **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 the parties. The venue of Arbitration shall be Mumbai.

- **Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations and in such case EMD and Performance Security Deposit will be with held by MMTC till the settlement.

- **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.

- **Indemnity:**

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, 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 successful bidder 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 considers that the successful bidder is not in a position to fulfill its obligations, 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 successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of the agreement.

- **Confidentiality and safeguard of Property:**

MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under the agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

- **Force Majeure:**

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions 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.

If operation of such circumstances exceeds **three months**, either party shall have the right to refuse further performance of the agreement 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 agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause 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.

- **Entire Agreement:**

The terms and conditions laid down in this Tender, subsequent agreement and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

- The subsequent draft agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein alongwith any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall not be binding on either of the Parties.
- All provisions and the various clauses of subsequent contract/agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of subsequent Agreement shall remain of full force and effect. The Parties declare that it is their intention that Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

- **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:

(a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.

(b) 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.

(c) 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.

- **Compliance with Laws:**

The selected Bidder shall comply with the laws in force in India in the course of performing the Agreement / Contract.

- 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. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender / agreement documents
- 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.

TERMS & CONDITIONS

- The empanelment of service provider for photocopier machines to be executed in MMTC House, C-22, BKC, Bandra,(E)Mumbai, Sahar Cargo office and seepz unit..
- The quoted prices shall be exclusive of all taxes.
- Bill will be raised on monthly basis for all the machines viz., MMTC House, BKC, Sahar cargo office and Seepz Unit.
- The payment shall be processed and made upon receipt of original bill within a month period. In case any correction observed, bill will be returned back and settled after receipt of corrected bill.
- Electricity, paper and manpower shall be MMTC's responsibility.

- TDS and other statutory taxes (as applicable from time to time) shall be deducted at source from the bills.
- **Escalation:**
It may be noted that the successful e-bidder's rates for empanelment of service provider for photocopier machine shall be without any increase during the currency or extended period of the contract. No escalation in offered rates through e-tender.
- The successful e-bidder shall be responsible for any injury caused to person(s) visiting MMTC for the repairing and replacement of carriage. Any damage caused to any property of MMTC etc. which may arise from the operations or negligence of any person of the successful e-bidder/contractors team or any person engaged by him for any purpose related to the execution of this contract. The successful e-bidder 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.
- In the event of any accident occurring during the course of work, which may result in any mishap, injury to delivery person(s), the responsibility of settlement of their claims, medical treatment etc. will fully rest with the successful e-bidder and expenditure incurred thereon will be borne entirely by the successful e-bidder. MMTC shall be kept totally indemnified of any liability whatsoever by the successful e-bidder.
- **Penalty:**
In the event of failure to maintain the empanelment of service provider for photocopier machine at MMTC House, BKC, Bandra(E) , MMTC's office at Sahar Cargo and Seepz, Unit, Andheri, any day as per terms and conditions of this tender in part or in full, the successful e-bidder shall be liable for payment for damage charges @ Rs.5,000/- besides proportionate deduction which shall be recovered from monthly bills. IF MMTC finds the successful e-bidder is misusing the facilities provided by MMTC for the services for other purposes not covered under the contract, MMTC will be free to levy damages which may extend upto Rs.5,000/- per event. This will be in addition to recoveries on account of short deployment of manpower.
- **Payment Terms:**
The successful e-bidder shall submit his monthly bill in triplicate along with supply challans duly sign by MMTC Officials. The payment shall be released through E-payment after necessary deductions, (if any), prevalent taxes, cess, etc. duly certified by Caretaking Cell/Admin. Division. The payable amount will be released after submission of corrected bills within 30 days through e-payment system only in the bank account of the successful e -bidder.
- The successful e-bidder should submit the printed bill duly signed and sealed pertaining to contract for the empanelment of service provider for photocopier machine previous calendar month along with the original receipt. The contractor should submit three set of the above.
- **Issue of Letter of Intent (LOI):**

The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an agreement with the successful bidder for supply of photo copier machines. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with a performance security deposit for interest free of Rs. 20,000/-as mentioned above, in conformity with terms of bid document.

- **Signing of agreement:**

Agreement as per annexure 'C' shall be signed within ten days from the date of receipt of e-payment in MMTC Ltd., account for interest free security deposit.

- **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.

- **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.

- **Undertaking:**

The successful e-bidder should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises.

- **SCOPE OF WORK:**

- Successful bidder shall provide photocopying machine as under;

Sr.No	Particulars	Specification	Qty
1	Photocopier machines At MMTC House, C-22, E-Block, BKC, Bandra(E) Mumbai-51.	A/4 size and A/5 (legal paper) for photocopies, scanner/scan folder, and adjustable.	(i) 03 (Three machines for copies of min. 6000 each p.m.) (ii) 01 (One machines for copies of min. 2000 p.m.)
2	Photocopier machines At MMTC's office at Sahar Cargo	A/4 size and A/5 (legal paper) for photocopy, scanner/scan folder, and adjustable.(6000 free copies)	01 (one) Machine. (Min. 6000 copies p.m.)
3	Photocopier machines	A/4 size and A/5 (legal	01 (one) Machine.

	At MMTC's office at Seepz, Unit. Andheri(E)	paper) for photocopy, scanner/scan folder, and adjustable.(6000 free copies	(Min. 6000 copies p.m.)
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- ii.) Successful E-bidder shall ensure that the entire photocopier machine so provided is in good condition and properly working. The maintenance of machine and their normal wear and tear, repair etc shall be borne by successful e-bidder. So as to keep photocopier machine in working conditions all the times during the currency of their agreement.

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

- 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 HYPERLINK "http://www.cca.gov.in/"_wherein the details have been mentioned.
- 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.

- For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> HYPERLINK "https://mmtc.abcprocure.com/"_under tab Downloads/Minimum System Requirement-V2.0.
- 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.
- Bidders shall be advised to print and save bid submission receipt on submission of bids.
- 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.

Tender No: MMTC/MUM/ADMN/2019-20/02 DATED 10.06.2019

TECHNICAL BID

Tender

No: _____

Price Bid (to be completed by bidder)

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 requirement of work etc.

Name : _____

Designation : _____

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

Place : _____

Date : _____

PRICE BID

Tender No.:

PRICE BID BREAKUP

Sr. No	Particulars	Specification	Quantity.	Rate per month (excl. of GST) valid for 1 years
1	Photocopier machines At MMTC House, C-22, E-Block, BKC, Bandra(E) Mumbai-51.	A/4 size and A/5 (legal paper) for photocopies, scanner/s can folder, and adjustable .	i) 03 (Three machines for free copies of min. 6000 each p.m.) (ii) 01 (One machines for free copies of min. 3000 p.m.)	Rs. _____ _____ Rs. _____ _____
2.	Photocopier machines At MMTC's office at Sahar Cargo. Andheri.	A/4 size and A/5 (legal paper) for photocopies, scanner/s can folder, and adjustable .	01 (One machines for free copies of min. 6000 p.m.)	Rs. _____ _____
3.	Photocopier machines At MMTC's office Seepz, Unit,	A/4 size and A/5 (legal paper) for photocopies, scanner/s can folder,	01 (One machines for free copies of min. 6000 p.m.)	Rs. _____ _____

	Andheri.	and adjustable		
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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)

- I/We accept all the terms & conditions mentioned in the tender.

SIGNATURE _____

NAME _____

Name of the Company/Firm _____

Date _____

Seal of Bidder

Agreement

This agreement is made at Mumbai on this _____ day of _____ 2019 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 various items and is desirous of giving empanelment of service provider for photocopier machines at;

- MMTC house, C-22, E-block, BKC, Bandra (E) Mumbai-400 051
- MMTC’s office at Sahar Cargo
- Seepz Unit, Andheri.

and has become successful in Tender No. _____ dated _____ for work related to empanelment of service provider for photocopier machines at MMTC House, C-22, E-Block, BKC, Bandra (East), MMTC’s office at Sahar Cargo and Seepz Unit, Andheri.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

• WHEREAS MMTC has issued a work order no. _____ dated _____ in favour of contractor herein. AND WHEREAS The successful 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 photocopier machines at MMTC House, C-22, E-Block, BKC, Bandra (East), MMTC’s office at Sahar Cargo and Seepz Unit, Andheri. as per the details of tender no. _____ dated _____ and hereinafter manner hereinafter agreed to entire satisfaction of MMTC.

2. The contractor shall execute and efficiently handle the role of service provider for photocopier machines 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..

3. 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.

4. The contractor shall maintain proper accounting.
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 either to work personally for the execution of the empanelment of service provider for photocopier machine personally at the premises.
7. The contractor shall be free to work anywhere else or undertake any contract and shall be free to empanelment of service provider for photocopier machine without disturbing the scope of the work.
8. Interest Free Performance Security Deposit of Rs. 20,000/- (Rupees Twenty thousand Only) in the shape of e-payment by the contractor is for due and satisfactory performance of the contract and shall be refunded only after satisfactory completion of agreement and Defect Liability Period and on 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 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. 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. _____ though the parties will have a 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.
11. The agreement may be terminated even before the stipulated period by either party by giving one month's notice in writing at the address 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. 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.

- **Taxes and Duties:**

Any type of 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.

- **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.

- **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.

- 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.

- **Force Majeure:**

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions 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.

If operation of such circumstances exceeds **three months**, either party shall have the right to refuse further performance of the agreement 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 agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause 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.

- **Entire Agreement:**

The terms and conditions laid down in this Tender, subsequent agreement and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

- The subsequent draft agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein alongwith any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent contract/agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of subsequent Agreement shall remain of full force and effect. The Parties declare that it is their intention that Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

- **Indemnity:**

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, 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 successful bidder 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 considers that the successful bidder is not in a position to fulfill its obligations, 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 successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of the agreement.

20. Modification / Amendment:

Any modification / amendment of the contract / agreement shall be in writing and signed by an authorized representative of each party, which shall form the part of the existing contract.

21. 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.

IN WITNESS WHEREOF this agreement is executed at Mumbai through authorized representative of both the parties on..... Day of 2019.

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

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

Witnesses :

- 1)
- 2)

“Annexure D”

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.

- 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 service provider for photocopier machines at MMTC House, C-22, E-Block, BKC, Bandra (East), MMTC's office at Sahar Cargo and Seepz Unit, Andheri.
- That I/We have executed an agreement dated _____with MMTC Limited for execution empanelment of service provider for photocopier machines 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 therein.
- I/We have gone through the provisions of all the statutory laws/ taxes etc.
- 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 (I/c)
MMTC limited
MMTC house, C-22, E-Block,
Bandra(E)
Mumbai 400 051.

Sub.:- E-NIT for awarding contract for empanelment of service provider for photocopier machines for MMTC House, BKC, Bandra(E) MMTC’s office at Sahar cargo and Seepz unit.

Ref.:- MMTC/MUM/ADMIN/2019-20/02 Dated 10.06.2019

Dear Sir,

- 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.
- 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.
- I/We enclose herewith tender fee non-refundable of Rs. 1000/- (Rupees one thousand only) and the Earnest Money Deposit (EMD) of Rs. 10,000/- by e-mode.
- I/We also undertake to comply with all the laws/acts/enactments and modifications, etc. applicable for executing the said work.
- My /our offer excluded applicable GST. All the statutory 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.
- My/Our offer shall be valid of 60 days from the date of opening of the price bid.

Thanking you,

Yours Faithfully,

M/s. _____

For

Signature

Date

Name

Address: _____ Designation _____ Seal of contractor.