



MMTC House, Plot C-22, E-Block, Bandra-Kurla Complex, Bandra (East),
Mumbai-400 051. Phone No. 022 61214605

PAN NO.AAACM1433E

CIN L51909DL1963GOI004033

E-TENDER FOR EMPANELMENT OF OFFICE STATIONERY SUPPLIER

E-TENDER NO. MMTC/MUM/ADMIN/2019-20/01
DATED 10.06.2019

Closing At 1400 Hrs (IST) on 03.07.2019

MMTC INVITES BIDS FOR EMPANELMENT OF OFFICE STATIONERY SUPPLIER

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

www.mmtclimited.com

&

<http://mmtc.abcprocure.com>

&

<https://eprocure.gov.in>

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

Important Dates:

- Start date/time for downloading tender documents – 12.06.2019 @1200 Hrs
- Last date/time for downloading tender documents – 03.07.2019 @1400 Hrs
- Due date/time for tender submission – 03.07.2019 @1400 Hrs
- Technical bid opening date/time – 03.07.2019 @ 1430 Hrs
- Pre-bid meeting at MMTC House, BKC, Bandra(E) – 25.06.2019 @ 1130 Hrs

Appendix:

1. Period of appointment: Initially for two years. Mutually extendable for another one year.
2. EMD : Rs.10,000/- (Rupees ten thousand only)
3. Security deposit : Rs.50,000/- (Rupees fifty thousand only)
4. Participation Fees : 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, invites e-bids for “E-NIT for empanelment of office stationery supplier at MMTC House, C-22, E-Block, BKC, Bandra(E) Mumbai. Interested bidders fulfilling minimum 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 single 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 download the same from websites viz., www.mmtclimited.com or <https://mmtc.abcpocure.com> and to be sent through e-mode on or before **1400 hrs of 03.07.2019**.

The e-tender will be opened before the tender opening committee at 1430 hrs on 03.07.2019 at MMTC House, BKC, Bandra(E) Mumbai 400 051. Financial bids of those bidders who qualified in technical bid will be opened after giving due intimation to the successful bidders. Date and time of opening of financial bid will be intimated to bidder through email / phone. Bidders/authorized representatives are requested to attend the bid opening process on scheduled date, time and venue.

NOTICE INVITING TENDER

To,
M/s.....
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Sub: E-NIT for empanelment for supply of office stationery 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 from Mumbai, New Mumbai, Thane district, Palghar district based licence holders for supply of office stationery having experience of more than 5 years.

A) ELIGIBILITY CRITERIA:

- a. E-bidder should have overall turnover of minimum Rs.3,00,000/- (Rupees Three Lac) in supply of office stationery during the last three years i.e. 2016-17, 2017-18 & 2018-19 and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant.
- b. E-bidder should have minimum experience of three years in providing supply of office stationery preferably 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.
- c. E-bidder should have executed supply of office stationery contract in the past and should have got valid licence from the competent authority (copy to be submitted)
- d. E-bidder must submit copies of valid PAN/GSTN along with e-tender.
- e. Copy of Credentials in support of supply of office stationery contract for supply of office stationery and similar work (provision of miscellaneous services in different sections as per enclosed scope of the work) Govt. Organizations.
- f. Average Annual financial turnover during last 3 years.
- g. Experience certificate of having successfully completed works during the last 5 years ending last day of month previous to the one should be as follows:-
 - i. One of the criteria - Three similar completed supply of office stationery contract costing not less than amount equal to Rs. 2,00,000/- (Two Lakh only) or
 - ii. Two similar completed supply of office stationery contracts costing less than amount equal to Rs. 2,50,000/-(Two Lakhs Fifty Thousand Only) or
 - iii. One similar completed works costing not less than amount equal to Rs. 3,00,000/-

(Three Lakh Only)

- h. List of supply order related to supply of office stationery contract executed by the firm, in MMTC Limited to be provided in technical bid. (if available)
 - i. Offer should be as per tender specification, any deviation in the offer should be clearly indicated, which is subject to MMTC's discretion.
 - j. All the documents must be signed by CA for status whether firm is proprietary/partnership/Company, etc.
 - k. E-bidder must deposit e-tender fee of Rs. 1,000/- through e-payment in the account of the MMTC Limited, Mumbai as per bank details.
 - l. E-bidder should submit financial capability through latest Income Tax annual returns of past 3 years.
 - m. Submission of e-bid will be only through e-tender process.
 - n. GST will be applicable as per latest notifications.
 - o. 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.
 - p. 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.
 - q. All the pages of tender documents must be signed and stamped.
- B) MMTC reserves the right to increase or decrease the tender quantity or duration or both.
- C) A successful e-bidder shall submit Performance Security Deposit (PSD) of Rs. 50,000/- (Rs. Fifty Thousand only) including EMD for total supply order value within 30 days of receipt of supply order. This PSD will be returned/adjusted at the end of contract period.
- D) A e-bidder shall furnish list of successful clients.
- E) A successful e-bidder should not be change contract during the execution of contract without prior permission of the MMTC management
- F) A successful e-bidder should not sub-let/sub-contract the main contractual work during the contractual period.
- G)** E-NIT documents can also be downloaded from MMTC websites [www. mmtclimited.com](http://www.mmtclimited.com) or <http://mmtc.abcprocure.com>. In case of downloaded Tender Documents the tender fee 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.
- H) Earnest Money Deposit 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.

- I) E-bids in **TWO SEPARATE FORMS** comprising **TECHNICAL BID** with prescribed EMD & documents and **PRICE BID** in prescribed format duly filled in and signed by the bidders in both bids and submit through e-mode.
- J) Following documents are required to be enclosed with (TECHNICAL BID) by interested bidders.
- a. Proof of valid Licence (Shops and Establishment/Gumasta) issued by government body/statutory authority to carry out the business of supply of office stationery.
 - b. Experience certificate issued by the companies for previous three years
 - c. Proof of valid registration with statutory authorities for Service Tax.
 - d. Permanent Account Number allotted by Income Tax Department.
 - e. 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.
 - f. GST No. and copy of certificate.
 - g. Registration certificate under NSIC/MSME.
 - h. Profile of the e-bidder.
 - i. Legal status of the e-bidder.
 - j. Certificate under Shop and Establishment Act.
 - k. Tender fee (non-refundable) made through e-payment for Rs.1000/- (Rupees One Thousand only) in addition EMD of Rs.10,000/- (Ten Thousand only) in favour of MMTC Limited payable at Mumbai.
 - l. 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.

- K) The e-TECHNICAL BID 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.
- L) 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.
- M) The period of this supply of office stationery contract shall be two years w.e.f. _____ The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/ extended contract period. The decision of the MMTC shall be final and binding on the successful e-bidder in this regard.
- N) The Tender should remain valid for a period of 60 (sixty) days from the date of opening of the **PRICE BID**.
- O) All pages of the offer must be signed/ sealed by the tenderers.
- P) The e-tenders with any additional conditions/ deviations by the tenderers, whatsoever shall be rejected.

- Q) 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.
- R) All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and such tenders may liable for rejection. The tenderer shall duly attest all cancellations and insertions.
- S) 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.
- T) The Earnest money deposit of unsuccessful tenderers shall be returned within reasonable time without any interest. The EMD of successful tenderer shall be retained and converted as part of interest free Security deposit, to be refunded after successful completion of defect liability period.
- U) If the success e-bidder deliberately gives wrong information in his 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.
- V) 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.
- W) The successful e-bidder must comply with all terms and conditions contained herein.
- X) The successful e-bidder shall be submitted an Affidavit as per Annexure 'C' and enter into an agreement as per DRAFT AGREEMENT Enclosed in Section-IV. The terms and conditions of the e-bid documents (Section-III and Section-IV) and all other correspondence, if any shall also form an integral part of the agreement to be entered upon successful bidding of tender
- Y) The successful e-bidder shall submit a performance guarantee deposit through e-mode to the MMTC Limited, Mumbai of Rs.50,000/- (Fifty Thousand only) for due and satisfactory performance of the contract which shall be valid for a two years w.e.f. _____ to _____, by MMTC till the finalization of contract. The performance Guarantee 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 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 as may be appropriated for any losses/damages occurred to MMTC.
- Z) **Termination Clause:**
1 Right to Terminate the Process
MMTC reserves the right to cancel the contract/agreement placed on the selected bidder/Estate Consultant and recover expenditure incurred by MMTC under the following circumstances:-

- a) The successful e-bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- b) 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. The MMTC reserves its right to cancel the contract in the event of delay.
- c) 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 the case of a successful bidder/ Estate consultant passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.
- d) 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.
- e) 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 balance agreement 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 in executing the balance agreement. This clause is applicable, if for any reason, the agreement is cancelled.
- f) MMTC reserves the right to recover an dues payable by the selected bidder from any amount outstanding to the credit of the selected ebidder including the pending bills and/or invoking the performance security deposit under this agreement.

2. Consequences of Termination

- a. 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 clarifications 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.
- b. 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 that may be available to MMTC under law or otherwise against successful bidder.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

3. Relationship between the Parties

- a. Nothing in the Agreement constitutes any fiduciary relationship between the MMTC and selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Agreement.
- c. MMTC will not be under any obligation to the Implementation successful bidder except as agreed under the terms of the Agreement.

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.

1. Waiver

- a) 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.
- b) **Governing Law** This agreement/contract shall be governed in accordance with the laws of India.
- c) **Arbitration Clause** : Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Mumbai and governing law shall be Indian Law.
- d) **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.

- e) **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.
- f) **INDEMNITY:** The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, 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 the discharge of the obligation under this 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 this agreement.
- g) **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 this 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.

- h) **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.

D) GENERAL: MAINTAIN THE OTHER CLAUSES OF DRAFT.

1. **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.

2. 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.
3. All provisions and the various clauses of this 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.

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 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> 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.

Yours faithfully,
For on behalf of MMTC Ltd.

INSTRUCTIONS TO TENDERERS TENDER

SUBMISSION PROCEDURE:

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

The bidder shall enclose the following papers, documents with the e-mode.

1. THE NON-REFUNDABLE PARTICIPATION FEES OF RS. _____/- (Rupees _____ only) THROUGH E-PAYMENT (NEFT/FUND TRANSFER) AND UTR COPY HAVE TO BE SUBMITTED. If submitted – tick (yes)
2. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN NO, GST ETC.

Foot Notes:

1. The e-tender shall be liable for rejection at the discretion of the MMTC Limited, only, if the party fails to submit any one of the required documents.

FOR AND ON BEHALF
MMTC LIMITED

SECTION -1

TERMS & CONDITIONS

1. The supply of stationery to be executed in MMTC House, C-22, BKC, Bandra,(E)Mumbai.
2. The successful e-bidder shall ensure the regular supply of stationery as and when demanded by MMTC.
3. The staff employed by the successful e-bidder for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit.
4. The quoted prices shall be exclusive of all taxes.
5. TDS and other statutory taxes shall be deducted at source from the bills.
6. **ESCALATION:** It may be noted that the successful e-bidder's rates for supply of office stationery shall be without any increase during the currency or extended period of the contract No escalation in offered rates through e-tender.
7. The successful e-bidder shall be responsible for any injury caused to persons visiting MMTC for the supply of office stationery. 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.
8. 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.

9. **PENALTY:** In the event of failure to maintain the supply of office stationery on 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.
10. **PAYMENT TERMS:** The successful e-bidder shall submit his monthly bill in triplicate alongwith 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 15 days through e-payment system only in the bank account of the successful e -bidder.
11. **Inspection of the supply of office stationery:**
The supply of office stationery is subject to inspection at the time of delivery by successful e-tender. The successful e-bidder shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the terms & conditions, specifications of this tender. The successful e-bidder is advised to take the prior approval of all the materials supply as per order.
12. The successful e-bidder should submit the printed bill duly signed and sealed pertaining to contract for the supply of office stationery during the previous calender month alongwith the original receipt. The contract should submit three set of the above.
13. **SECURITY DEPOSIT:** Rs. 50,000/- (Rupees Fifty Thousand Only) including EMD, is to be deposited by way of e-payment by the successful e-bidder for due and satisfactory performance of the contract/agreement and shall be refunded only after completion of agreement period and on adjustment of dues/penalty , if any.
14. **TERMINATION OF CONTRACT:** In the event 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/agreement, or contravenes the provisions of the contract, MMTC may terminate the contract after giving one month notice in writing to the success e-bidder. Such notice may be served either by hand delivery or through post at the address given in Contract/agreement. This shall be deemed to be served on successful e-bidder. In such eventuality of termination of contract, the liabilities and obligations of successful ebidder for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.
15. **MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS :**
MMTC Limited reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of contract for supply of office stationery without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of MMTC's such action.
16. **ISSUE OF LETTER OF INTENT (LOI):**
 - a. 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 office stationery.
 - b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with a DD for interest free Security Deposit Rs. 50,000/-as mentioned above, in conformity with terms of bid document.
17. **SIGNING OF AGREEMENT:**

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of supply of office stationery to the successful e-bidder. Detailed consultancy firm agreement as per **Section-IV** shall be signed within fifteen days from the date of receipt of e-payment in MMTC Ltd., account for interest free security deposit.

19. **DISPUTE RESOLUTION MECHANISM:-**

If **any** dispute or difference of any kind arises between MMTC Limited and the bidder(s) in connection with or relating to the **tender and LOI only**, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fails to do so, the matter will be referred to the Chairman-Cum-Managing Director, MMTC Limited, Scope Complex, Lodhi Road, New Delhi.110 003, whose decision shall be final and binding.

20. **FORCE MAJEURE :**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the delivery of any installment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

“If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”

The party which is unable to fulfill its obligations under the present contract must within 15days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

21 . **TERMINATION FOR DEFAULT:-**

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of 30 (Thirty) days, sent to the bidder, terminate this contract in whole or in part. Further, MMTC reserves the right to terminate the contract under the following circumstances:

- a) If the bidder fails to meet its contractual obligations within the time period(s) specified in the leave and license agreement, or any extension thereof granted by the MMTC Limited pursuant to clause 7, Section II.
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the MMTC Limited may authorize in writing) after receipt of the default notice from the MMTC Limited.

21.1 Right to Terminate the Process

MMTC reserves the right to cancel the contract/agreement placed on the selected bidder/Estate Consultant and recover expenditure incurred by MMTC under the following circumstances:-

- a. The successful e-bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- b. 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. The MMTC reserves its right to cancel the contract in the event of delay.

- c. 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 the case of a successful bidder/
Estate consultant passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.
- d. MMTC reserves the right to recover any dues payable by the successful e-bidder from any amount outstanding to the credit of the selected bidder/consultancy firm, including bills.

22. Consequences of Termination

- a) In the event of termination of the agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the Service(s)/scope of work intended under the present tender.
- b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- c) In the event, the MMTC Limited terminates the contract in whole or in part, the MMTC Limited may proceed, upon such terms and in such manner as it deems appropriate.

23. TERMINATION FOR INSOLVENCY-

MMTC Limited may at any time terminate the agreement by giving *30 days prior* written notice to the successful e-bidder, without giving compensation to the bidder, if the bidder becomes bankrupt 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 the MMTC Limited.

24. 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.

- 25. 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.

26. UNDERTAKING :

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

For and on behalf of
MMTC LIMITED

Section II
SPEFICIATIONS

Annexure –A.

SCOPE OF WORK

SCHEDULE OF SUPPLY OF OFFICE USE STATIONERY.

Sr.No	Particulars	Specification
1	A-4 Size bond paper	White – 80 gsm
2	A-4 Size photocopier paper	80 gsm TNPL
3	A-4 Size photocopier paper	80 gsm JK
4	A-5 size Legal paper (green)	80 gsm
5	A-5 size Legal paper (White)	80 gsm
6	Blinder Clip	32 mm/5 mm/35mm/19mm/15mm
7	Camel gum bottle	350 ml
8	U clip	26 and 35 mm Rolex
9	Camel gum bottle	150 ml
10	White board writing pen	--
11	White board marker pen	--
12	Red Tag bungle(Small)	--
13	Cello gel pen	--
14	Zerox (black and white)	On A4 TNPL Paper
15	Zerox (black and White)	On Legal paper(A5)
16	Cello mini tape	--
17	Zerox (Colour)	On A4 TNPL Paper
18	Zerox (Colour)	On Legal paper(A5)
19	Calculator	CT-580
20	Tea coaster	6 pcs
21	Scale Plastic /Steel	--
22	Pencil Battery cell & Big.	--
23	Paper cutter big.	--
24	Pilot pen vs Luxer	--
25	Sketch pen vs Luxer	--
26	Sketch pen (Set)	--
27	Postit pad	5 colour- 3 mm/plastic
28	Sutali roll	Plastic
29	Shorthand book	
30	Note book	200/300/400 pages
31	Tachni pin (Small/Big)	box
32	Lexi ball pen Blue/Red	Packet
33	White Tag	bundle
34	Single colour post IT.	--
35	Computer paper	2 part (10X12)

36	Computer paper	5 part (10X12) 70 gsm carbon less.
37	Fevikwik (small)	--
38	Fevikwke (Big)	--
39	Fevikwke Stick (big)	--
40	File rap	--
41	Foam Tape-1"	--
42	Four flag file	--
43	Full mark ribbon	1050
44	Highlighter Set	5 colour
45	Ink Jet Sticker sheet	--
46	Kangaro pin remover	--
47	Kangaro stapler	HD-45
48	Kangaro Stapler pin (small)	24x6
49	Kangaro stapler pin (big)	No.10
50	Kangaro punch	600/800
51	Maruti Tissue paper	box
52	Tissue roll paper	--
53	Kore white ink set	--
54	LEmina Maracco folder F/s	--
55	LIPI Ribbon	--
56	Nylon rubber band	--
57	Note book (Ruled Register)	100/200/300/400 pages
58	Writing pad	1/8 full cover
59	Spiral pad	No.6,7,8 and 10.
60	Identity card lamination	
61	Gift paper	--
62	Faber Crastal OHP marker.	--
63	Brown tape	2 inch wonder.
64	Cello tape	--
65	Water punch	--
66	Black Cartage	HPC-6656
67	Conference pad	50 pages
68	Conference pad	10-20 pages.
69	Magnetic white board duster	--
70	Omega plastic tray	--
71	Spiral binding-A/4	--
72	Lx printer ribbon	Espon 2090
73	Non Dust Eraser	--
74	Brown Taper	3 Inch.
75	Cello Tape	1 Inch
76	Black Cartridge	HP 4844
77	Canon fax roll	--
78	Tonner cartridge refilling	--
79	Printer ribbon	Epson 2050
80	Carbonless paper	10X12X-V
81	Cello white tape	2 inch

82	Box file	--
83	File cover	--
84	Natraj Pencil	Box.
85	Camel Stamp pad	Small/Big
86	Camel Stamp pad-Ink	100 ml
87	Table Duster	
88	Muster Register (IQRREZIN)	200/300
89	Self Ink Stamp	Rubber (big)
90	Calulator cell	--
91	Calulator Cassio	MJ120TW
92	Calulator Citizen	CT-512
93	Parker Roll pen	--
94	Parker cross refill	--
95	F/s Ring File	--
96	Lipi Printer Ribbon	--
97	Cross Refill	--
98	Konica Minolta Toner	BH-164 mm (T13-5583)
99	Stapler machine.	Small/Big.
100	Correction fluid/Whitener	Bottle/Tube/Pen
101	Pencil eraser.	
102	Single flags.	

(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 supply of office stationery at MMTC House, C-22, E- Block, BKC, Bandra(E) Mumbai.

Ref.:- MMTC/MUM/ADMIN/2019-20/01 Dt. 10.06.2019.

Dear Sir,

1. I/We, the undersigned certify that I/We have carefully gone through and clearly understood the site, terms and conditions of the tender documents, the work requirements and undertake to comply with them.
2. I/We undertake to execute and complete the work as per tender terms and conditions and the bids submitted by us. We have signed every page of the tender documents as token of our acceptance of all terms and conditions of the tender.
3. I/We enclose herewith tender fee non-refundable of Rs. 1000/- (Rupees one thousand only) and the Earnest Money Deposit (EMD) of Rs. 10,000/- by e-mode.
4. I/We also undertake to complex with all the supply and distribution laws/acts/enactments and modifications, etc.
5. 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.
6. My/Our offer shall be valid of 60 days from the date of opening of the price bid.

Thanking you,

Yours Faithfully,

For M/s. _____

Signature _____

Date _____

Name _____

Address: _____

Seal of contractor.

PRICE BID

NAME OF THE PARTY

ADDRESS

PRICE BID BREAKUP

Sr.No	Particulars	Specification	Rate (excl GST) valid for 2 years
1	A-4 Size bond paper	White – 80 gsm	
2	A-4 Size photocopier paper	80 gsm TNPL	
3	A-4 Size photocopier paper	80 gsm JK	
4	A-5 size Legal paper (green)	80 gsm	
5	A-5 size Legal paper (White)	80 gsm	
6	Blinder Clip	32 mm/5 mm/35mm/19mm/15mm	
7	Camel gum bottle	350 ml	
8	U clip	26 and 35 mm Rolex	
9	Camel gum bottle	150 ml	
10	White board writing pen	--	
11	White board marker pen	--	
12	Red Tag bungle(Small)	--	
13	Cello gel pen	--	
14	Zerox (black and white)	On A4 TNPL Paper	
15	Zerox (black and White)	On Legal paper(A5)	
16	Cello mini tape	--	
17	Zerox (Colour)	On A4 TNPL Paper	
18	Zerox (Colour)	On Legal paper(A5)	
19	Calculator	CT-580	
20	Tea coaster	6 pcs	
21	Scale Plastic /Steel	--	
22	Pencil Battery cell & Big.	--	
23	Paper cutter big.	--	
24	Pilot pen vs Luxer	--	
25	Sketch pen vs Luxer	--	
26	Sketch pen (Set)	--	
27	Postit pad	5 colour- 3 mm/plastic	
28	Sutali roll	Plastic	
29	Shorthand book		
30	Note book	200/300/400 pages	
31	Tachni pin (Small/Big)	box	

32	Lexi ball pen Blue/Red	Packet	
33	White Tag	bundle	
34	Single colour post IT.	--	
35	Computer paper	2 part (10X12)	
36	Computer paper	5 part (10X12) 70 gsm carbon less.	
37	Fevikwik (small)	--	

38	Fevikwke (Big)	--	
39	Fevikwke Stick (big)	--	
40	File rap	--	
41	Foam Tape-1”	--	
42	Four flag file	--	
43	Full mark ribbon	1050	
44	Highlighter Set	5 colour	
45	Ink Jet Sticker sheet	--	
46	Kangaro pin remover	--	
47	Kangaro stapler	HD-45	
48	Kangaro Stapler pin (small)	24x6	
49	Kangaro stapler pin (big)	No.10	
50	Kangaro punch	600/800	
51	Maruti Tissue paper	box	
52	Tissue roll paper	--	
53	Kore white ink set	--	
54	LEmina Maracco folder F/s	--	
55	LIPI Ribbon	--	
56	Nylon rubber band	--	
57	Note book (Ruled Register)	100/200/300/400 pages	
58	Writing pad	1/8 full cover	
59	Spiral pad	No.6,7,8 and 10.	
60	Identity card lamination		
61	Gift paper	--	
62	Faber Crastal OHP marker.	--	
63	Brown tape	2 inch wonder.	
64	Cello tape	--	
65	Water punch	--	
66	Black Cartage	HPC-6656	
67	Conference pad	50 pages	
68	Conference pad	10-20 pages.	
69	Magnetic white board duster	--	
70	Omega plastic tray	--	
71	Spiral binding-A/4	--	
72	Lx printer ribbon	Espon 2090	
73	Non Dust Eraser	--	
74	Brown Taper	3 Inch.	
75	Cello Tape	1 Inch	
76	Black Cartridge	HP 4844	
77	Canon fax roll	--	
78	Tonner cartridge refilling	--	
79	Printer ribbon	Epson 2050	
80	Carbonless paper	10X12X-V	
81	Cello white tape	2 inch	
82	Box file	--	
83	File cover	--	

84	Natraj Pencil	Box.	
85	Camel Stamp pad	Small/Big	
86	Camel Stamp pad-Ink	100 ml	
87	Table Duster		
88	Muster Register (IQRREZIN)	200/300	
89	Self Ink Stamp	Rubber (big)	
90	Calculator cell	--	
91	Calculator Cassio	MJ120TW	
92	Calculator Citizen	CT-512	
93	Parker Roll pen	--	
94	Parker cross refill	--	
95	F/s Ring File	--	
96	Lipi Printer Ribbon	--	
97	Cross Refill	--	
98	Konica Minolta Toner	BH-164 mm (T13-5583)	
99	Stapler machine.	Small/Big.	
100	Correction fluid/Whitener	Bottle/Tube/Pen	
101	Pencil eraser.		
102	Single flags.		

In words (Rupees _____)
(The total amount 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.

SIGNATURE _____

NAME _____

Name of the Company/Firm _____

Date

Seal of contractor

A F F I D A V I T

PROFORMA OF AN AFFIDAVIT TO BE GIVEN BY THE SUCESSFUL 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 AMC of the supply of office stationery at MMTC House, C-22, E-Block, BKC, Bandra (East) Mumbai.
2. That I/We have executed an agreement dated _____with MMTC Limited for execution of the supply of office stationery as per the terms and conditions specified therein.
3. I/We have gone through the provisions of all the statutory taxes.
4. I/We further undertake to keep MMTC fully indemnified against my/our claim that may arise under the aforesaid contract.
5. I/We hereby certify that our firm has not been blacklisted/debarred from any organization for reason whatsoever may be.

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

DRAFT A G R E E M E N T

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, administrative and executors) of THE ONE PART.

And

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

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

AND

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of giving annual maintenance contract for the supply of office stationery at MMTC house, C-22, Eblock, BKC, Bandra (E) Mumbai-51.

AND WHEREAS the said successful e-bidder is engaged in this type/nature of work (supply of office stationery) and has become successful in Tender No.

_____ dated _____ for work related to supply of office stationery

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

- 1 AND WHEREAS MMTC has issued a work order no. _____ dated _____ in favour of successful e-bidder herein. The successful e-bidder agrees to execute fulfill and discharge the supply of office stationery as per the details of tender no. _____ dated _____ as mentioned in tender documents hereinafter manner hereinafter agreed to entire satisfaction of MMTC.
2. The successful e-bidder shall execute and efficiently handle the supply of office stationery as mentioned in the schedule and entrusted to successful e-bidder in accordance with the specification until it is approved by MMTC for consideration bills as per supply order.
3. In case the jobs entrusted/assigned to the successful e-bidder are found not satisfactory or not in accordance with the specifications or specified/samples given by the Management, the successful e-bidder shall be liable to change the same and in default whereof the successful e-bidder shall compensate to MMTC as per provisions in tender.
4. The successful e-bidder shall maintain proper accounting.
5. The successful e-bidder 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 successful e-bidder either to work personally for the execution of the supply of the office stationery personally at the premises.
7. The successful e-bidder shall be free to work anywhere else or undertake any contract and shall be free to supply office stationery without disturbing the scope of the work.

8. Interest Free Performance Security Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) in the shape of e-payment by the successful e-bidder 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 successful e-bidder 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 Successful e-bidder shall pay on demand the said amount of losses to MMTC. MMTC reserves its right to recover such losses from the successful e-bidder in accordance with laws.
10. The duration of this contract is for a period of two years 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 successful e-bidder for the work done during the existing of this agreement shall not come to an end unless settled with MMTC as per law.

13 The successful e-bidder shall submit following documents:-

- i) Proof of Registration issued by authorized agency to do supply of office stationery in State of Maharashtra.
- ii) Experience Certificates issued to the company for previous three years.
- iii) Proof of valid registration with statutory authorities for GST/Professional.
- iv) Permanent Account Number allotted by Income Tax Department.
- v) Certified copies of annual turnover details for the last three years (balance sheet, IT returns) certified by C.A. Signed and sealed by tenderer.
- vi) Profession Tax No.
- x) Profile of Tenderer/Contractor
- xi) Attested copy of certificate obtained under Shop and Establishment Act.

24. The Successful e-bidder shall submit three sets of their invoice/bills alongwith challans.

25. Arbitration Clause : Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Mumbai and governing law shall be Indian Law.

IN WITNESS WHEREOF this agreement is executed at Mumbai on September 2016 above written.

For M/s_____

For M/s. For MMTC Limited,_____

Name and Designation of the Signatory.

Name and designation of Signatory. Witnesses :

1)

2)