



**MMTC LIMITED, MUMBAI**  
(A Govt. of India Undertaking)

**ADMINISTRATION DIVISION**

**TENDER DOCUMENT**

No. MMTC/MUM/ADMIN/2019-20/06

Dated 24<sup>th</sup> January, 2020

**E-NIT FOR EMPANELMENT OF ADVERTISING AGENCY TO PUBLISH  
ADVERTISEMENT IN NEWSPAPERS**

**Time schedule for various e-tender related events**

Start date for downloading of tender - 05.02.2020 from 1200 Hrs  
document  
Last date for downloading of tender - 25.02.2020 up to 1400 Hrs  
document  
Due date for tender submission - 25.02.2020 up to 1430 Hrs  
(Technical & Price Bid)  
Technical Bids opening date - 26.02.2020 at 1100 Hrs  
Pre bid meeting - 12.02.2020 at 1430 Hrs

**EMD: Rs.20, 000/- (Rupees Twenty Thousand only)**

**Non-Refundable tender participation fee: Rs.1000/- (Rupees One  
Thousand only)**

The submission and opening of bids will be through e-tendering  
process. Tender document can be downloaded from  
[www.mmtclimited.com](http://www.mmtclimited.com) or <https://mmtc.abcprocure.com>

## **SPECIAL TERMS & CONDITIONS FOR E-TENDER**

1. For any technical issues, difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>e-Mail ID</b>
For <b>e-tender</b> and <b>e-Auction</b> Services (Uploading / Bidding) offsite Team	+91 93745 19729	<b>Mr. Nikhil Khalas</b> <a href="mailto:nikhil@eptl.in">nikhil@eptl.in</a>
	+91-(79)-6813 6848/49/61/71	
<b>Mr. Himanshu</b> (Dedicated Helpdesk for MMTC)	+91 9265562826	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
Technical Assistance: New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136823/54	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>  <a href="mailto:fany.shah@eptl.in">fany.shah@eptl.in</a>
	+91-(79)- 68136849	
	+91-(79)- 68136878	
	+91-(79)- 68136850	

2. 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](http://www.cca.gov.in) wherein the details have been mentioned.
3. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
4. 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.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

**MMTC LIMITED**

**"MMTC House", C-22, E-Block, Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051**

**Phone: 022 61214605/4617**

**E-NIT FOR EMPANELMENT OF ADVERTISING AGENCY TO PUBLISH  
ADVERTISEMENT IN NEWSPAPERS**

**TENDER DOCUMENT**

MMTC Limited, a Government of India Enterprise invites e-bids for appointment of advertising agency to publish advertisement in local newspaper. Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. Format for technical bid is placed at Annexure-I and that of financial bid is at Annexure-II.

**1. Submission of Bid:**

Bidders are hereby requested to submit their e-bids in the following format:

- A. Non-Refundable Participation Fee of Rs.1,000/- (Rupees One Thousand only).** Bidder has to pay non-refundable participation fee through e-payment.
- B. Earnest Money Deposit (EMD):** E-Bid shall be accompanied by an EMD of Rs.20, 000/- (Rupees Twenty Thousand Only) paid through e-payment. EMD is waived off for MSME, incase bidder provides valid MSME certificate.

Participation fee and EMD (other than MSME) should reflect in MMTC's bank account before closure of tender on due date and time, in case same does not reflect then bid will be treated as invalid and no representation will be entertained.

MMTC Bank details are as under:

A/C NO: - 230010200004688

Name and Address of Bank: Axis Bank Ltd, BKC Branch, Mumbai  
400 051

IFSC CODE: UTIB0000230

EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be refunded after finalization of the tender, without interest.

EMD of successful bidder(s) shall be treated as security deposit (non-bearing interest) and shall be released only after completion of agreement and on adjustment of dues, if any. The EMD amount is liable to be forfeited in the event of unsatisfactory work and or delay in execution of the work entrusted or in case of failure on the part of the agency to execute the work. The decision of MMTC in this regard shall be final and binding on the agency. No interest will be paid on EMD / security deposit. Once payment is made through e-mode towards Participation fee and EMD same has to be communicated to MMTC through email at [chetannaik@mmtclimited.com](mailto:chetannaik@mmtclimited.com) & [vishalwayal@mmtclimited.com](mailto:vishalwayal@mmtclimited.com)

C. **Technical Bid and financial Bid are to be submitted through online mode on website <https://mmtc.abcprocure.com>.** No other mode of submission of bid shall be accepted under any circumstances.

2. **Scope of the work:** MMTC will provide the draft advertisement in English to agency for carrying out artwork and converting it in Hindi and Marathi language. Agency will send the Hindi and Marathi artwork to MMTC for approval and on receiving MMTC's approval, advertisement to be published in Times of India (in Hindi) and Maharashtra Times (in Marathi). Size of the advertisement will be 3 X 7 cms.
3. Technical e-bids received and opened shall then be evaluated by the evaluation committee of MMTC as per eligibility criteria as mentioned in clause 8 of this NIT. "Technical E-bids shall be opened on second floor of "MMTC House", BKC.
4. MMTC will open the "Financial E-bids" of all the technically qualified bidders. The intimation of date, time and venue of the opening of the "Financial E-bids" shall be informed separately through e-mail / telephonically to such bidders.
5. MMTC does not own any liability if the e-bids are not submitted within due date and time as per requirement.
6. MMTC reserves the right to extend the deadline for submission of e-bids or making any amendment in tender document by issuing a

corrigendum in which case all rights and obligation of the MMTC and the bidders previously subject to the original deadline and amendments will then be subject to the new deadline / amendments. Such corrigendum will be issued only on website <https://mmtc.abcprocure.com>, hence bidders may check the same on regular basis.

7. Financial bid or rate should not be reflected in any case in the technical bid.
  8. Following documents scanned images (in pdf format) signed and stamped by the authorized signatory of advertising agency to be uploaded with the online technical bid:
    - A. Complete Tender document as token of acceptance of terms & conditions (Page No.1-19)
    - B. Copy of email sent to MMTC providing details of payment towards participation fee and EMD (if any).
    - C. GST / PAN
    - D. Shop & Establishment Certificate
    - E. MSME / NSIC Certificate, if applicable
    - F. CA Certificate showing status whether firm is proprietary /partnership /company etc. with documentary proof thereof.
    - G. Bank details on Agency's / Bidders letter head
    - H. Letter of award or work order or agreement showing advertising work carried out for three (3) years i.e for 2016-17, 2017-18 and 2018-19. Only one job order per year to be provided.
    - I. Any other statutory government license / certificate.
    - J. Certified copy of annual turnover for the last 3 consecutive financial years duly audited indicating annual turnover, balance sheet, income tax returns and P&L a/c etc.
    - K. Proof of financial soundness during the last 3 financial years/attested copy of solvency certificate issued by scheduled / nationalized bank.
    - L. The bidder should not be black listed by any government agency. The bidder shall have to submit an undertaking as per Annexure IV.
- Bids without above documents shall be liable for rejection.**
9. The EMD and Participation Fees of the bidders shall be forfeited in event of:-

- A. Withdrawal or modification of bid after submission of e-bid or during the period of bid validity.
  - B. In case the successful bidders fails to accept Letter of Work Order within stipulated period mentioned in work order.
  - C. Besides forfeiture of EMD and Participation Fees, bidder shall not be considered for participation in any bidding / tender process for next three years in MMTC.
10. During the operation of contract, if it is established that the agency is not able to complete the job assigned as per schedule in time, the contract can be terminated by giving one week notice and the job will be awarded to another agency at the cost, consequences and risk of said advertising agency. MMTC reserve the right to make recovery of such costs from said advertising agency.
11. On placement of work order, the Agency is required to execute the job within the specified period. In case of failure, to do the job within specified time, there will be deduction in the bill @ 10% per work of the total cost of the job.
12. The bid shall remain valid for a period of three months from the date of opening of the e-bids.
13. The rates quoted shall be valid for one year from the date of issuance of work order. No request for increase in the rates during the tenure of the contract period shall be entertained under any circumstances or on any account.
14. Rates to be quoted in the prescribed format only and only in e-mode (as per the format in the financial bid placed at Annexure-II). The rates quoted should be exclusive of GST.
15. Agency should not sub-let/sub-contract / assign the main contractual work during the contractual period.
16. All the applicable licenses / certificates should be valid on the date of opening of tender and if any of the license is expiring in between the period of contract, then bidder should revalidate the license well within the time under intimation to MMTC failing which MMTC reserve the right to terminate the

contract without any prior notice and shall recover loss, if any from the bidder / contractor.

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

17. The period of contract shall be one year effective from signing of agreement as per Annexure-III. 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 Agency in this regard.
18. Tenders with any additional conditions/ deviations by the bidder, whatsoever shall be rejected.
19. If the bidder deliberately gives wrong information in tender document, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and liable to forfeit the Earnest Money/Security deposit/ any other moneys due without any notice.
20. Bidders are advised to visit office to acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before submission of their bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the bidder/ agency has satisfied itself on the information and knowledge required before tendering.
21. MMTC do not bind itself to accept the lowest or any bid.
22. The bidder must comply with all terms and conditions contained herein.
23. The bidder/agency shall indemnify & keep indemnified MMTC against all liabilities arising out of its 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.
24. **Liquidated Damages for Delay in Services**  
Time is essence of the contract. The successful bidder must adhere to the time limit and ensure services. Failure to do the same on all or part of the services on or before the stipulated date / deficiency in service will entail a pre-estimated pre-

determined liquidated damages equal to 10% of the value of total contracted price.

25. **SOLE 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 contract or the validity or the breach thereof, shall be settled by arbitration by a sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The decision of the sole Arbitrator shall be final and binding on the parties to the contract. The provision of arbitration and Conciliation Act - 1996 and amendment made thereof from time to time shall apply to such arbitration proceedings. The venue / seat of arbitration shall be Mumbai.
26. **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.

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 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement.

27. **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.



28. MMTC reserve the right to accept / reject any bid and to cancel the bidding process at any time and reject all e-bids, at any time prior to placement of work order, without assigning any reason and thereby incurring any liability.

General Manager  
MMTC Limited  
Mumbai

Place: Mumbai  
Date: 24.01.2020

**TECHNICAL BID**

<u>Details of Bidder</u>	
Company Name	
Registered Address	
Registration No.	
PAN No.	
GST No.	
Name of Proprietor / Partners / Directors with residential addresses	
Bidder Type (Foreign/Indian)	
Postal code	
Agency / Company's Establishment Year	
Agency / Company Nature of Business	
Agency / Company's Legal Status	
Agency / Company Category	
Contact Person Name	
Designation	
Date of Birth	
Telephone No.	
Fax No	
E-mail address	
Mobile	
Details of EMD:	

"Annexure II"

FINANCIAL BID

SL No.	Newspaper	Rate in Rs. per sq. centimeter (excluding GST)
1	Times of India	
2	Maharashtra Times	

**AGREEMENT**

This agreement is made at Mumbai on this ..... day of ....., 2020 between MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, hereinafter referred to as "MMTC" (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrator and executors) of ONE PART.

AND ..... (Proprietor / firm / company), having office / registered office address at ....., hereinafter referred to as "Agency" at (which expression shall unless repugnant to the context or meaning hereof shall include its successors, assigns, heirs and executors) of OTHER PART.

WHEREAS MMTC is desirous of appointing an advertising agency for publication of advertisement in local newspapers i.e. Times of India (advertisement in Hindi) and Maharashtra Times (advertisement in Marathi) as per requirement.

AND WHEREAS the aforesaid agency is engaged in publication of advertisement in newspapers and has become successful in Tender No. MMTC/MUM/ADMIN/2019-20/06 dated 16.01.2020 for work related to publication of advertisement in local newspapers i.e. Times of India (Hindi) and Maharashtra Times (Marathi).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The agency agrees to published advertisement in local newspaper i.e Times of India and Maharashtra Times.
2. Scope of Work: Scope of work shall be as per the scope of work as detailed in Tender No.MMTC/MUM/ADMIN/2019-20/06 dated 24.01.2020.
3. In case the jobs entrusted/assigned to the agency are found not satisfactory or carried out not in accordance with the satisfaction of the MMTC, the agency shall be liable to carry

out the job again without any cost to MMTC and in default whereof the agency shall compensate to MMTC as per provisions in tender.

4. The rate as per annexure-A shall remain valid through the period of contract.
5. The Agency shall submit bills after the execution of job for the jobs executed along with acknowledgment from MMTC officials. MMTC official will verify the work, processed bill and payment shall be released as per agreed rate as per annexure-A through e-payment mode as per a/c details provided after deduction of statutory levies / tax / surcharge as applicable. MMTC shall have all rights to make adjustment from the Agency bills in respect of the amount due to it from the agency as per terms contained herein without prejudice to MMTC's other legal right.
6. Interest free Performance Security Deposit of Rs. 20000/- (Rupees Twenty Thousand only) in form of e-payment deposited by the agency, shall be refunded only after satisfactory completion of agreement and on adjustment of dues, if any. The decision of MMTC in regard to adjustment of dues shall be final and binding on the agency.
7. In case any loss / damage is caused to MMTC on account of non-fulfillment of any obligation by Agency, then MMTC shall have full right to make adjustment for the said losses / damages from the bills / performance security deposit payable by MMTC to the Agency. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Agency shall pay on demand without any protest the said amount of losses / damage to MMTC. MMTC reserves its right to recover such losses / damages from the agency.
8. The duration of this contract is for period of one year from the date of signing hereof though the parties will have the right to extend the period further to which the parties may mutually agree before 30 days of the expiry of the stipulated period in writing.
9. **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 be in full force and effect.
10. **Governing Language:** The Agreement shall be written in English language. All correspondence and other documents pertaining to the contract that are exchanged by parties shall be written in English language only and delivered at the respective address appearing herein before.

11. **Liquidated Damages:** In the event of failure to carry out the job, on any day as per terms and conditions of this contract in part or in full, agency shall be liable for payment for damage charges @ Rs.5,000/- or 10 percent of the value of total contracted price whichever is higher & shall be recovered from its bills / security deposit.
12. **TERMINATION OF CONTRACT:** In the event Agency fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to it in writing by MMTC or on behalf of MMTC within the scope of the contract, or Agency contravenes the provisions of the contract, MMTC may terminate the contract after giving one month notice in writing to the agency. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall be deemed to be served on agency. In such eventuality of termination of contract, the liabilities and obligations of agency for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.
13. **TERMINATION FOR INSOLVENCY:** MMTC may at any time terminate the agreement without notice and compensation, if the agency becomes bankrupt or otherwise insolvent as declared by competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC.
14. **FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.

"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 anything contained in this agreement, MMTC's

policy for holiday listing of an agency mutatis mutandis applies to this agreement and in the event, the agency(s) 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 take any curative measures with the agency(s) in accordance with the policy in force.

15. **SOLE 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 contract or the validity or the breach thereof, shall be settled by arbitration by a sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The decision of the sole Arbitrator shall be final and binding on the parties to the contract. The provision of arbitration and Conciliation Act - 1996 and amendments thereof from time to time shall apply to such arbitration proceedings. The venue / seat of arbitration shall be Mumbai.
16. All matters connected with this shall be governed by the Indian laws for the time being in force and shall be subject to the exclusive jurisdiction of courts at Mumbai.
17. **Amendment / Modification:** Any modification / amendment to terms & conditions of the contract shall be in writing duly signed by authorized representatives of both the parties.
18. **Tender documents shall form an integral part of this contract.**
19. **Fraud Prevention Policy:** Agency agrees that they 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.
20. **Conflict of Interest:** The agency shall disclose to MMTC in writing, all actual & potential conflict of interest that exist, arise or may arise (either for the agency team) in the course of performing the service(s) as soon as possible after it becomes aware of the conflict.

IN WITNESS WHEREOF this agreement is executed at Mumbai on ..... day of....., 2020.

For .....  
Name of Signatory:  
Designation of the Signatory

For M/s. MMTC Limited  
Name of Signatory:  
Designation of the Signatory:

Witnesses :  
1)  
2)

Witnesses :



**Proforma of declaration regarding banning of business dealings.**  
**(To be submitted on the letterhead of the bidder)**

**In case of proprietary concern**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s ..... Who is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned / blacklisted by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".)

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of partnership firm**

We hereby declare that neither we, partners of M/s ..... Who is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner, are not currently banned / blacklisted by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".)

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of Company**

We hereby declare that we, M/s ..... are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below: (Give particulars of banning of business dealings, in absence thereof mention "NIL".)

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the undersigned:

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place  
Date

Signature of bidder  
Name & Designation of the signatory.