



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

PAN NO.AAACM1433E

CIN L51909DL1963GOI004033

E-TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES

E-TENDER NO. MMTC/MUM/SYSTEMS/2019-20/01 DATED 05.07.2019

Closing At 1100 Hrs (IST) on 26.07.2019

MMTC INVITES OFFERS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED –1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES

COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM MMTC WEB SITES:-

www.mmtclimited.com

<http://mmtc.abcprocure.com>

Corporate Office : Core-1, Scope Complex, 7 Institutional Area, Lodhi Road,
New Delhi-110 003 (INDIA)

Phone No. +91 11 24362200, Fax +91 11 24364587

- Start date/time for downloading e-tender document – 05.07.2019 From 1200 Hrs
- Last date/time for downloading e-tender document – 26.07.2019 up to 1100 Hrs
- Due date/time of e-tender submission – 26.07.2019 up to 1100 Hrs
- E-bid opening date/time – 26.07.2019 @ 1130 Hrs
- Pre-bid meeting at MMTC House, BKC, Bandra (E) – 17.07.2019 @1130 Hrs



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

PAN NO.AAACM1433E

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NOTICE INVITING E-TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND SAHAR CARGO OFFICES

Terms & Conditions of Tender

1. Invitation for Bids

Submission of Bids

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

Technical bid is to be uploaded on electronic mode by **1100 Hrs IST on 26.07.2019.**

Original EMD (DD/PO/RTGS) has to be submitted by post/by hand/electronic mode prior to opening of bids on 26.07.2019 **latest by 1100 hrs IST.** The EMD furnished through electronic mode should reflect into MMTC’s bank account before **1100 hrs of 26.07.2019.**

Part B: Price Bid Price Bids as per Annexure “B” are also to be uploaded latest by **1100 hrs IST on 26.07.2019** through electronic mode.

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

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

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

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

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

The technical bid of tender shall be **opened at 1130 Hrs. IST on 26.07.2019** at MMTC, Regional office, Mumbai and date of opening of price bid will be communicated through email to only those bidders who has technically qualified.

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

GENERAL TERMS AND CONDITIONS

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES

Tender No. . MMTC/MUM/SYSTEMS/2019-20/01 DATED 05.07.2019

1. INVITATION FOR BIDS:

MMTC Limited, MMTC HOUSE, Plot C-22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051, a Government of India Enterprise, invites sealed E-bids from all eligible and experienced/reputed firms for COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES. Tender Document is available on <https://mmtc.abcprocure.com>. All interested bidders are requested to submit their Tender/Quotations as per prescribed procedure on or before 1100 Hrs of 26.07.2019.

All E-bids will be opened before the Tender opening Committee at 1130 hrs on 26.07.2019 at 2nd floor, MMTC House, BKC, Bandra(E) Mumbai 400 051. Price bids of those bidders who qualify in technical bid will be opened after giving intimation to the successful bidders. Bidders/authorized representatives are requested to attend the bid opening process on scheduled date, time and venue.

2. SCOPE OF WORK

Comprehensive Annual maintenance of CCTV system and parts thereof including upgradation, replacement and repair at MMTC Limited – 1) Bandra Kurla Complex, 2) SEEPZ and 3) SAHAR Cargo Offices.

DETAILS OF AVAILABLE SYSTEM IN PLACE vs REQUIREMENT

SR NO	ITEM	LOCATION	AVAILABLE	REQUIREMENT
1	CAMERA	BKC	8	All available to be inspected, upgradation, replacement and repair, wherever required
		SEEPZ	8	
		SAHAR CARGO	4	
2	CAMERA	BKC	All Dome	All to be IR HD Dome

	SPECIFICATION	SEEPZ	cameras, resolution to be inspected	cameras, each 2 Megapixel, upgradation, replacement and repair, wherever required
		SAHAR CARGO		
3	Day/night function & Motion detection	BKC	To be inspected	System to be compliant with day/night function and motion detection, upgradation, replacement and repair, wherever required
		SEEPZ		
		SAHAR CARGO		
4	IR LED Range	BKC	To be inspected	Minimum 20 – 30 meters coverage to be ensured
		SEEPZ		
		SAHAR CARGO		
5	DVR SPECIFICATION	BKC	8 CH	All available to be inspected, upgradation, replacement and repair, wherever required to be compatible with the system.
		SEEPZ	8 CH	
		SAHAR CARGO	4 CH	
6	Data Storage (Hard Disk)	BKC	2 TB	All available to be inspected, upgradation, replacement and repair, wherever required. Minimum 3 months data to be ensured.
		SEEPZ	1 TB	
		SAHAR CARGO	1 TB	
7	Connectivity	BKC	To be inspected	Should support IE and remote monitoring.
		SEEPZ		
		SAHAR CARGO		
8	Cable for CCTV, casing/capping/conduit/flexible	BKC	To be inspected	Upgradation, replacement and repair, wherever required for the working of the system during the period of the contract/agreement.
		SEEPZ		
		SAHAR CARGO		
9	Software	BKC	To be inspected	<ol style="list-style-type: none"> 1) System should be provided with suitable software for monitoring, archiving, replay of data 2) Software should be able to connect all the cameras and also be suitable for future expansion.
		SEEPZ		
		SAHAR CARGO		

The above-mentioned existing set-up should be examined by the bidders on site to understand the requirement and working of the company and quote accordingly with all-inclusive cost with upgradation, replacement and repair, wherever required to have a fully functional CCTV surveillance system/software at all the above-mentioned locations of MMTC Limited.

Inspection may be carried out at office locations of MMTC Limited upon prior intimation to the concerned MMTC official as per details given below during working hours only from 8th July 2019 to 24th July 2019 on any working day i.e. Monday to Friday.

1. MMTC Limited, MMTC HOUSE, Plot C-22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051
Contact person – Ms.Divya Jayram, Senior Manager, Ph.No.022-61214599
2. MMTC Limited, SEEP-SEZ, Gems & Jewellery Complex No.1, Andheri(E), Mumbai – 400 016.
Contact Person – Mr.Bharat Parab, Chief Manager, Ph.No.022-28293021
3. MMTC Limited, Office of Custodian, Chhatrapati Shivaji International Airport, Sahar Cargo Complex, Sahar Cargo Complex, Sahar Road, Andheri(East), Mumbai – 400 099
Contact person – Mr.N.S. Rasam, Manager, Ph No.022-26828246

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

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

MMTC Bank details are as under:

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

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

4. TENDER FEE

Bidder must deposit nonrefundable tender fee of Rs. 590/-inclusive of GST through RTGS/DD in the account of the MMTC Limited, payable at Mumbai, AXIS Bank Limited BKC Branch, Bandra, Mumbai. The tender fee should be confirmed by mail on or before tender opening date along with GSTIN and UTR no. of transaction.

5. ELIGIBILITY CRITERIA:

- i. The bidder should have overall turnover of minimum Rs.2 Lacs (Rupees two Lacs Only) in last three years i.e. 2016-17, 2017-18 & 2018-19 in supply, installation, testing commissioning and maintenance of entire CCTV system and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant
 - ii. The bidder should have minimum 3 years of experience of supply ,installation, testing commissioning and maintenance of entire CCTV system in Central Government/State PSU(s) State Government Department/Semi-Govt. Department/PSU/MNC and should submit copies of letter of award in support thereof duly attested for the preceding three years 2016-17, 2017-18 & 2018-19. At least one work order/AMC for CCTV maintenance should pertain to Central Government/State PSU(s) State Government Department/Semi-Govt. Department for each of the three preceding years i.e. 2016-17,2017-18 & 2018-19.
 - iii. The bidder should not be under a declaration of intelligibility for corrupt or fraudulent Practices or blacklisted by any of the government agencies.
 - iv. The bidder should have a fully functional service center with stock of necessary spares for attending to the breakdown calls. Details of service center to be provided.
 - v. Offer should be as per tender specifications. Any deviation in the offer will be rejected.
 - vi. Bidder has to produce certificate duly ink signed by CA for status whether firm is proprietary/partnership, etc. with proof.
6. Bidder should not sub-let /sub-contract the contract for annual maintenance at any time during the contractual period.
7. Following documents are required to be enclosed with (TECHNICAL BID)
- a. Experience Certificates duly attested issued by the companies for preceding three years as per clause 5(ii) above.
 - b. GST No. _____.
 - c. Permanent Account Number allotted by Income Tax Department.
 - d. Certified copies of annual turn-over details for the three years (balance sheet, IT returns) certified by C.A signed and sealed by bidder as per clause 5(i) above.
 - e. Profession Tax No. _____.
 - f. In case of Original Equipment Manufacturers (OEM), self-declaration on letter-head confirming that they are regular in manufacturing, supplying, installing, testing, commissioning and maintain of CCTV system and parts thereof from last 3 years.
 - g. In case of authorized distributor/authorized dealer, valid authorized distributorship/dealership license from OEM to be enclosed.
 - h. Undertaking as per Annexure-E & F (on bidder's letter head)
 - i. Details of Bank account e.g. Name of Bank, Name of branch, A/c No, IFSC Code & Branch Code along with cancelled cheque. (for e payment purpose).
 - j. All applicable licenses should be valid on the date of opening of tender and if any of the license is expiring in between the period of contract, then bidder should revalidate the license well within the time under intimation to MMTC, failing which MMTC reserves 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.

8. The period of contract shall be for 3 (three) years effective from the date of signing of agreement as per Annexure-D. The same shall be extendable subject to satisfactory

completion of work during contract period/ extended contract period. The decision of the MMTC shall be final and binding on the contractor in this regard.

9. The bid should remain valid for a period of 60 (sixty) days from the date of opening of the **PRICE BID**.
10. All pages of the offer must be signed and stamped by the bidder.
11. Tenders with any additional conditions/ deviations by the bidder, whatsoever shall be rejected.
12. The bidder shall quote the rates in English Language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, Rates mentioned in words shall be treated as valid and final. Rates mentioned in Price bid should be exclusive of GST.
13. All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and may render such tenders liable for rejection.
14. The Earnest money may be forfeited in the event of:
 - i) Bidder withdraws its tender during the period of tender's validity.
 - ii) In case of successful bidder, if the bidder fails to accept the order based on his/her offer (bid) within the prescribed time.
 - iii) In case of successful bidder, if the bidder fails to commence the work, as required.
15. If the bidder deliberately gives wrong information in tender document, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit/ any other moneys due.
16. Bidders are advised to visit MMTC Mumbai sites/locations to inspect the present set-up and acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before submission of their bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the bidder/contractor has satisfied itself on the information and knowledge required before tendering. No escalation/extra charges shall be payable/entertained for whatsoever reason during the entire period of contract/agreement.
17. The equipment and parts supplied/installed shall be of the latest technology, best quality and high standards. The bidder should enclose the product catalogue supporting the specifications of the equipment/parts being supplied/installed/upgraded/replaced.
18. MMTC do not bind itself to accept the lowest or any bid and reserves the right to reject any or all the bidder in full or part, without assigning any reasons thereof.
19. The bidder must comply with all terms and conditions contained herein.
20. No request will be entertained by MMTC for increase in Price/extra charges due to whatsoever reason for any job specified during the validity of the contract.
21. The bidder/contractor shall ensure that the service engineer(s) deployed by it for installing/maintaining the CCTV system behave decently and does not indulge him/herself in any such activities which are unbecoming on the part of a person working in a Government Office.
22. The bidder/contractor shall be responsible for any injury caused to persons or things, (fittings/fixtures/furnishings. etc), any damage caused to any property of MMTC etc. which may arise from the operations or neglect of any person of the tenderer/contractor's team or any person engaged by it for any purpose related to the execution of the job.
23. The bidder/contractor shall indemnify MMTC and keep MMTC indemnified 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. The successful Bidder shall be required to enter in to agreement with MMTC, Mumbai within 7 days of the award of tender or within such extended period as may be specified by MMTC.
25. The bidder/contractor shall indemnify MMTC and keep MMTC indemnified against all third-party actions/claims of infringement of patent, trademark or industrial design rights etc. arising from the use of equipment or any part thereof.
26. **PAYMENT TERMS:** The payment as agreed shall be released on quarterly basis after verification by MMTC regarding successful/satisfactory completion of all the service calls during the quarter and upon submission of original bill by the contractor. The payment shall be released through E-Payment after necessary deduction of applicable taxes etc.
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. **HOLIDAY LISTING :** Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of an agency mutatis mutandis applies to this agreement and in the event, the bidder/contractor while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the bidder/contractor in accordance with the policy in force.

General Manager
MMTC Limited
Mumbai

Place:
Date:

TECHNICAL BID

Tender No: _____

Price Bid (to be completed by buyer)

Company Name : _____

Registered Address : _____

Registration Number : _____

PAN NO (Enclose copy) : _____

GST No (Enclose Copy) : _____

Professional Tax no. : _____

Name of Partners / Directors: _____

Bidder Type (Foreign/Indian): _____

City Name : _____

Postal code : _____

Company's Establishment Year : _____

Company Nature of Business: _____

Company's Legal Status : _____

Company Category : _____

Contact Person Name : _____

Designation : _____

Date of Birth : _____

Tel. No : _____

Fax No : _____

E-mail address : _____

Mobile : _____

Details of EMD:

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

(Amount in INR) _____

RTGS/NEFT details: _____

Name of Bank & Branch: _____

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

Name : _____

Designation : _____

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

Place : _____

Date : _____

PRICE BID

SR. NO.	MMTC Office location/site	Basic Amount (In Rupees)	Taxes	Total Amount (In Rupees)
1	Bandra Kurla Complex			
2	SEEPZ			
3	Sahar Cargo			
TOTAL				

Note:

- 1. The above-mentioned contract includes cost for Comprehensive Annual Maintenance Contract for CCTV system and parts thereof including upgradation, replacement and repair.**
- 2. The above-mentioned amount includes, but not limited to, the cost towards supply, installation, testing, commissioning and comprehensive maintenance of entire CCTV system and parts thereof.**
- 3. The above-mentioned amount is to be quoted for a Comprehensive Annual Maintenance Contract including upgradation, replacement and repair for a period of 3 (three) years, effective from the date of signing the agreement/contract.**

Name: _____

Designation: _____

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

Place: _____

Date: _____

Guidelines for e-bidders.

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

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

AGREEMENT

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

AND

M/s. _____ (Proprietor/Company/or partnership firm, having 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 executes) of OTHER PART.

AND

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of entering into Comprehensive Annual Maintenance Contract for CCTV System and parts thereof including upgradation, replacement and repair at 1) MMTC House, Plot No.C-22, E-block, Bandra Kurla Complex, Bandra (E)Mumbai- 400 051, MMTC’s office at 2) Sahar Cargo and 3) Seepz Unit, Andheri

AND WHEREAS the said contractor is engaged in supply, installation, testing, commissioning and maintenance of entire CCTV system and has become successful in Tender No. _____ dated _____ for work related to Comprehensive Annual Maintenance Contract for CCTV System and parts thereof including upgradation, replacement and repair at 1) MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (East), MMTC’s office at 2) Sahar Cargo and 3) Seepz Unit, Andheri.

AND WHEREAS Contractor has offered rates in PRICE BID which have been accepted by MMTC.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor agrees to execute and fulfil Comprehensive Annual Maintenance Contract for CCTV system and parts thereof including upgradation, replacement and repair at 1) MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (East), MMTC’s office at 2) Sahar Cargo and 3) Seepz Unit, Andheri as per Scope of Work mentioned under General Terms and Conditions of Tender no. MMTC/MUM/SYSTEMS/2019-20/01 DATED 05.07.2019
2. In case the jobs entrusted/assigned to the contractor are found not satisfactory or not in accordance with the specifications or specified/samples given by the Management of MMTC,

the contractor shall be liable to change the same and in default whereof the contractor shall compensate to MMTC as per provisions in tender.

3. The rate quoted by the contractor in price bid of tender no MMTC/MUM/SYSTEMS/2019-20/01 DATED 05.07.2019 shall be remain valid through the period of contract.
4. The Contractor shall submit bills in duplicate on quarterly basis upon completion of the quarter for the work executed as per this contract. MMTC will verify the work, process bill and payment shall be released through e-payment mode as per a/c details provided after deduction of statutory levies / tax, as applicable. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the contractor as per terms contained herein.
5. Interest free Performance Security Deposit of Rs. 20000/- (Rupees Twenty Thousand only) in form of Cash/RTGS deposited by the contractor as EMD shall be refunded only after satisfactory completion of agreement period and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the contractor.
6. In case if any loss is caused to MMTC on account of non-fulfillment of any obligation by contractor then MMTC shall have full right to make adjustment for the said losses from the bills / performance security deposit payable by MMTC to the Contractor. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Contractor shall pay on demand the said amount of lossess to MMTC. MMTC reserves its right to recover such losses from the contractor without prejudice to its other rights.
7. The duration of this contract is for period of **3 (THREE)** year w.e.f..... to..... though the parties will have the right to extend the period to an extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period.
8. **Severance:** In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this contract shall be in full force and effect.
9. All correspondence and other documents pertaining to the contract that are exchanged by parties shall be written in English/Hindi language.
10. **ARBITRATION CLAUSE:** Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not solved amicably, will be settled at Mumbai by Arbitration in accordance with the rules of arbitration of Indian Council of Arbitration (ICA), Delhi and the award made in pursuance thereof shall be final & binding on the parties. The venue of Arbitration shall be Mumbai.
11. **PENALTY:** In the event of failure to provide services for maintenance of CCTV system and parts thereof including upgradation, replacement and repair as per terms and conditions of this agreement/tender in part or in full, contractor shall be liable for payment of damage charges @ ½% per week of the order value subject to a maximum of 5 % of total order value.
12. **INDEMNITY:** Contractor undertakes to indemnify and keep MMTC indemnified against any claim or loss arising under this agreement for omission or commission of acts of the contractor or its employee.

13. TERMINATION OF CONTRACT: In the event Contractor fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to him in writing by the MMTC or on behalf of the MMTC within the scope of the contract, or contravenes the provisions of the contract, MMTC may terminate the contract after giving one month notice in writing to the contractor. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall be deemed to be served on contractor. In such eventuality of termination of contract, the liabilities and obligations of contractor for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.

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

“If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”. The party which is unable to fulfill its obligations under the present contract must within 15days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

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

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

17. General Terms and Conditions of tender no. MMTC/MUM/SYSTEMS/2019-20/01 DATED 05.07.2019 shall form an integral part of this agreement for rights and duties of the parties.

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

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

Witnesses :

- 1)
- 2)

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, _____(name), a company/firm having address as _____, regd. Office at _____ 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 Road, New Delhi 110 003 for COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTc LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES
2. That I/We have executed an agreement dated _____with MMTc Limited for execution of the work as per the terms and conditions specified in agreement / tender no. MMTc/MUM/SYSTEMS/2019-20/01 DATED 05.07.2019.
3. I/We further undertake to keep MMTc fully indemnified against any claim that may arise under the aforesaid agreement/tender.

VERIFICATION

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

Verified on this _____ day of _____ at Mumbai.

DEPONENT

Identified by me

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

UNDERTAKING

No.

Dated

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

Sub.:- E-TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES

Ref. No. MMTC/MUM/SYSTEMS/2019-20/01 DATED 05.07.2019

Dear Sir,

1. I/We, the undersigned certify that I/We have carefully gone through and clearly understood the site, terms and conditions of the tender documents, the work requirements and undertake to comply with them.
2. I/We undertake to execute and complete the work as per tender terms and conditions and the bids submitted by us. We have signed every page of the tender documents as token of our acceptance of all terms and conditions of the tender.
3. I/We enclose herewith Earnest Money Deposit (EMD) of Rs. 20,000/- (Twenty Thousand Only) by demand draft/pay order No._____dt._____ drawn on _____favouring MMTC Limited and payable at Mumbai.or RTGS Axis Bank Limited,
BKC Branch, Bandra, Mumbai
Current Account No : **-230010200004688**
IFSC Code : - UTIB0000230
4. I/We also undertake to complex with all the laws/acts/enactments/modifications of Central and State Government in respect of contract work and applicable GST, profession tax etc. I / We will be responsible for proper health of the engineers/workers and injury, if any, caused to our engineers/workers while doing the work of COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES and for the behavior and conduct of the engineers/workers. I/We certify that no criminal /Income tax / Service tax / black listing case is pending against my / our firm/company.

5. My /our offer includes cost for COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR CCTV SYSTEM AND PARTS THEREOF INCLUDING UPGRADATION, REPLACEMENT AND REPAIR AT MMTC LIMITED – 1) BANDRA KURLA COMPLEX, 2) SEEPZ AND 3) SAHAR CARGO OFFICES.
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.