



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)  
Phone No. +91 11 24362200, 24366305, 24360527, Fax +91 11 24364587

No. MMTC/CO/Admin/R&I/2018-19

Date : 26/07/2019

**e-Tender for Dispatch of (Approx. 30000-35000 Nos.) MMTC Annual Report and Notice in and outside Delhi/NCR.**

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

Start date for Downloading tender document	29/07/2019	From 1100 Hrs
Last date for Downloading tender document	19/08/2019	1430 Hrs
Due date of tender submission (Technical & Price Bid)	19/08/2019	1500 Hrs
Technical Bids opening Date	20/08/2019	1100 Hrs
EMD	Rs. 25,000/-	(Rupees Twenty Five Thousand only)
Non-refundable tender Participation Fees	Rs.500/-	(Rupees Five Hundred Only)

**THE SUBMISSION AND OPENING OF BIDS WILL BE THROUGH E –TENDERING PROCESS**

**Special terms & conditions for bids to be submitted in electronic mode**

1. Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head
2. 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>Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	<a href="tel:+91-79-68136866"><u>+91-(79)- 68136 866</u></a>	<a href="mailto:info@abcprocure.com"><u>info@abcprocure.com</u></a>
	<a href="tel:+91-79-68136878"><u>+91-(79)- 68136 878</u></a>	
	<a href="tel:+91-79-68136845"><u>+91-(79)- 68136 845</u></a>	
	<a href="tel:+91-79-68136841"><u>+91-(79)- 68136 841</u></a>	
Mr. Himanshu ( <b>Dedicated Helpdesk for MMTC</b> )	<a href="tel:+919265562826"><u>+91 9265562826</u></a>	<a href="mailto:delhi.support@eptl.in"><u>delhi.support@eptl.in</u></a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	<a href="tel:+91-79-68136833"><u>+91-(79)- 68136 833</u></a>	<a href="mailto:support@abcprocure.com"><u>support@abcprocure.com</u></a>
	<a href="tel:+91-79-68136854"><u>+91-(79)- 68136 854</u></a>	
	09374519729	<a href="mailto:pankesh@eptl.in"><u>pankesh@eptl.in</u></a> <a href="mailto:fany.shah@eptl.in"><u>fany.shah@eptl.in</u></a>
	<a href="tel:+91-79-68136849"><u>+91-(79)-6813 6849</u></a> <a href="tel:+91-79-68136850"><u>+91-(79)-6813 6850</u></a>	
<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST - MONDAY TO FRIDAY</b> <b>(Exclusions: MMTC HOLIDAYS)</b>		

3. 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 licensed CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein details have been mentioned.
4. The bidders shall register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.
5. For minimum system requirements clients/bidders should refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
6. Bidders are advised to print and save bid submission receipt on submission of bids.

**MMTC LIMITED**  
**Core 1, SCOPE COMPLEX**  
**LODHI ROAD, NEW DELHI 110 003**

**e-Tender for Dispatch of (Approx. 30000-35000 Nos.) MMTC Annual Report and Notice in and outside Delhi/NCR.**

**TENDER DOCUMENT**

MMTC Limited, a Government of India Enterprise, invites e-bids through e- mode for selection of courier agency for dispatch of MMTC Annual Report and Notice in and outside Delhi/NCR. The bidders are required to quote through **on line mode ONLY** as per **Scope of Work and Bill of Quantity indicated in Annexure - I & II respectively**. Format for techno commercial bid is placed at **Annexure - III** and that of financial bid is at **Annexure – IV**.

**Submission of Bid:**

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

- i) (a) **EARNEST MONEY (EMD)** to be sealed in a separate envelope superscribed as **“EARNEST MONEY ” for “Quotation for Dispatch of MMTC Annual Report and Notice” Tender No. MMTC/CO/Admin/R&I-2018-19 Opening on 20.08.2019**
- (b) **EMD payment through NEFT or other net mode is also allowed. In case of EMD through e-payment, copy of the proof of the payment can be submitted either through physical mode or through e mode along with technical documents. The bank details of MMTC for e payment are as follows :**

**State Bank of India,  
CAG Branch  
Parsvnath Towers, Bhai Veer Singh Marg, Gole Market,  
New Delhi  
A/c No. 10813608375  
IFSC : SBIN0017313**

- ii) Technical bid and financial bid are to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head. No other mode of submission of bid shall be accepted under any circumstances.

2. The Earnest Money envelope addressed to CGM (Admn.), MMTC Limited, Core 1, SCOPE Complex, 7 Lodhi Road, New Delhi 110 003 shall be dropped in the tender box, marked with name of work and placed in the Administration Division, 2<sup>nd</sup> Floor of MMTC Office in SCOPE Complex on or before due date and time specified in the e-NIT.
3. “Under Public Procurement Policy (PPP) issued by the Ministry of Micro, Small and Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum of 25% share out of the total procurement of goods and services by Central Ministries/Departments/PSUs are to be made from MSEs. Further out of the 25% target of annual procurement from MSEs, a sub-target of 5% annual procurement from MSEs owned by SC/ST Entrepreneurs and an additional 3% reservation for the Women owned

MSEs within the above 25% reservation. Preference will be given to firms registered with the M/o MSME as per guidelines prescribed under MSMEs Act, 2006.”

In case the party is registered with Ministry of MSME/its authorized agencies. the bidder is required to submit registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.

4. Opening of Earnest Money and Technical e-bids would take place simultaneously on the date and time of bid opening in the presence of the intending bidders or their authorized representatives who may wish to be present.
5. The Technical e-bids received and opened shall then be evaluated by the Evaluation Committee of MMTC as per Eligibility Criteria as mentioned in **Clause 16** of this NIT.
6. 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 or fax to such bidders.
7. MMTC does not own any liability if the e-bids are not submitted within due date and time as per requirement.
8. Sealed envelope containing EMD received if submitted in physical mode after due date and time or if submitted to any other place other than that mentioned above, shall NOT be considered and would be liable to be rejected without assigning any reason whatsoever. MMTC shall not be responsible for late receipt of the EMD, Technical and Financial E-bids envelopes submitted by any bidder. The bidders may depute their authorized representatives at the time of opening of the bid.
9. MMTC reserves the right to extend the deadline for submission of e-bids by issuing an amendment in which case all rights and obligation of the MMTC and the bidders previously subject to the original deadline will then be subject to the new deadline.
10. Withdrawal or modification of a bid after submission of e-bids may result in the forfeiture of the EMD.
11. Documents to be enclosed while submitting e-bids through e mode:

**(A). Earnest Money** of Rs. 25,000/-

**(i) (In case through physical/offline mode )** Demand Draft/pay order of required amount of Earnest Money issued in favour of "MMTC Limited" payable at Delhi required to be placed. Following information should be marked on the face of the sealed envelope:

Name of Party .....

Tender No. : **MMTC/CO/Admin/R&I-2018-19**

Earnest Money Amount ..... Issuing Bank ..... Date .....

Bid without EMD will out rightly be rejected. SSI/ NSIC/ MSME registered Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and

no EMD is found enclosed, the offer shall be rejected.

(ii) EMD in e payment mode : Documents in proof of e-payment mode should be submitted in e-mode

**(B). Technical Bid (Through e mode only):**

The following Documents / scanned images (preferably in PDF format) Stamped & signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed):

- i. Techno-Commercial Bid (as per format given in Annexure-I)
- ii. Complete bid document as a token of acceptance of Terms & Conditions & scope of services etc.
- iii. Documents regarding average annual turnover during the last three financial years ending March 2019 as per "Eligibility Criteria" Clause no. 16 of bid document.
- iv. Other Documents required as Per "Eligibility Criteria" clause no. 15 of documents
- v. PAN & GST NO.
- vi. EMD paid in e-mode – Documents/Details in proof of e-payment mode before closure of tender.

**(C) Financial Bid : (Through e mode only) :** Financial bid as per enclosed Format in Annexure - II.

12. The e-bids will be received up to 1500 hrs on last date of receipt of bids. Technical bids of bidders who have submitted the valid & requisite EMD will be opened on the 20.08.2019 at 11:00 hrs in the presence of the representatives of the bidders present.
13. The EMD of the bidder shall be forfeited
  - a. If the bidder withdraws the bid during the period of bid validity
  - b. In case successful bidder fails to accept letter of award within the stipulated period mentioned in letter of award. Besides forfeiture of EMD, bidder shall not be considered for participation in any bidding process for next three years in MMTC.
14. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after conclusion of AGM and on satisfactory performance of the successful bidder without INTEREST. The EMD of unsuccessful bidders will be returned after completion of bidding process and award of work without interest..
15. The bid shall remain valid from the date of opening of the e-bids till successful conclusion of AGM scheduled to be held on 30<sup>th</sup> September, 2019.
16. **SCOPE OF WORK:**

To collect Annual Reports, paste the address slips provided by RTA and dispatch/deliver the Annual

Reports/Notices both within and outside Delhi/NCR.

#### 17. **ELIGIBILITY CRITERIA**

Bidders are to submit the “**Techno Commercial**” details either online or physical mode in the format at Annexure-I. Bidder should have following qualification :

- a) In case of a Company the Certificate of incorporation, list of Directors with PAN numbers, contact details etc. and last three years’ Income Tax Return copies
- b) In case of partnership firm or Proprietorship, relevant documents like PAN cards, Partnership Deed and last three years’ Income Tax Return copies.
- c) The Bidder should have valid Pan No. & GST No.
- d) The Bidder should have average annual turnover of at least Rs. 30 lakh for the last three financial years ending March 2019, and
- e) Bidder must have executed at least 3 (three) orders of similar work having minimum value of Rs.10 lakh each during preceding 3 (three) financial years ending March 2019.

**N.B. :** Similar work means dispatching of Annual Reports and Notice of PSU/ Govt./Financial Institution/Public Limited Listed companies having shareholder base of 50,000 or more on All India Basis.

**Documents required to be uploaded on line:**

- a) PAN & GST No.
- b) Audited Balance Sheet, Statement of Profit & Loss turnover for the last three financial years;
- c) Copy of work orders of executed similar work / satisfactory completion certificates for executing similar work from PSUs / Listed Company.

#### 18. **RATES AND PRICES**

Bidders should quote the rates through **e-mode only** in the format given at Annexure-II. Incomplete e-bids will summarily be rejected. The rates quoted by the bidder shall be valid till the final completion of the job i.e. 30<sup>th</sup> September, 2019.

The rates quoted should be **INCLUSIVE** of all statutory duties and taxes (including GST) and other charges. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of the EMD.

#### 19. **TERMS OF PAYMENT**

Payment of bills, which are ready in all respects, shall be made within **3 weeks** of receipt of bill at MMTC along with PODs (As per Clause **36** of E-NIT).

Any clarification / correction / modification, if required, in the bill will be sought from the contractor/supplier/service provider within **1-2** working days from the date of submission of bills in MMTC and same shall be re-submitted after making required corrections, to MMTC within the next **2-3** working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which the corrected bill, ready in all respects, is resubmitted by the vendor in MMTC CO.

**20. EVALUATION CRITERIA**

The responsive bid/s will be first evaluated on the basis of Techno-commercial parameters listed in Annexure-I. Financial bid/s of such bidders who meet the techno- commercial parameters will thereafter be opened and the bidder quoting lowest (L-1) amount will be awarded the contract.

**21. LIQUIDATED DAMAGES FOR DELAY IN SUPPLY**

Time is essence of the contract. The successful bidder must adhere to the time limit and ensure delivery/services. Failure to supply all or part of the delivery/services on or before the stipulated date / deficiency in service will entail a pre-estimated pre-determined liquidated damages equal to 10% of the total contract **value**.

**22. 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 Delhi and governing law shall be Indian Law.

**23. 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 **Fifteen days**, 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. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

**24. MODIFICATION.**

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

**25. 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.

**26. TAXES AND DUTIES:**

All statutory dues, taxes, duties, levies, excises, cesses and VAT, GST etc. which may be imposed by the Central Govt. and / or local authorities shall be paid by the successful bidder ; and successful bidder undertakes to keep the MMTC indemnified against any liability arising on account of excise, sales tax, turnover tax, purchase tax, VAT, GST (which ever applicable)and other statutory local taxes levies including penalty, interest levied by any statutory authorities and payment / settlement of such taxes / levies demanded by concerned authorities shall be the exclusive responsibility of the successful bidder during the currency or conclusion of the contract.

**27. 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.

**28. WAIVER**

The failure of either party to enforce or to exercise at any time or for any period, any term of or any right pursuant to this tender/agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

**29. 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.



30. **HOLIDAY LISTING:**

Notwithstanding anything contained in this Agreement, MMTC's policy for Holiday-Listing of any agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under this agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

31. **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.

32. **TERMINATION CLAUSE**

**(I) RIGHT TO TERMINATE THE PROCESS**

- a) MMTC reserves the right to cancel the agreement/contract placed on the selected bidder and recover expenditure incurred by MMTC under the following circumstances:-
- b) The selected bidder commits a breach of any of the terms and conditions of the bid/subsequent agreement. The bidder goes into liquidation, voluntarily or otherwise.
- c) If the selected bidder fails to complete the assignment/deliver the services as agreed herein/subsequent agreement and as per the time lines and guidelines prescribed in this TENDER and subsequent Agreement and the extension if any allowed, it will be a breach of agreement. The MMTC reserves its right to cancel the agreement in the event of delay and forfeit the bid security/Performance security deposit as liquidated damages for the delay along with the provision of clause 20 of the tender.
- d) 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 passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the bidder/successful bidder failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the agreement/contract **without notice.**
- e) In case the selected bidder fails to deliver the services as stipulated in the agreement/contract, MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
- f) After award of the agreement, if the selected bidder does not perform satisfactorily or delays execution of the agreement, MMTC reserves the right to get the balance agreement executed by another party of its choice by giving (period- to be specified by the division) for the same. In this

event, the selected 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.

- g) MMTC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the performance security deposit under this agreement.

### **33. CONSEQUENCES OF TERMINATION**

- a) In the event of termination of the Agreement/contract due to any cause whatsoever, [whether consequent to the stipulated term of the Agreement 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 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.

### **34. GOVERNING LAW**

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

### **35. COMPLIANCE WITH LAWS**

- a) The Selected Bidder shall comply with the laws in force in India in the course of performing the Agreement/contract.
- b) During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender/agreement documents.
- c) If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent agreement, in such event, the successful bidder

will be solely liable to face the consequence of violation, inasmuch, the successful bidder may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

**36. GENERAL:**

**ENTIRE AGREEMENT**

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

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

All provisions and the various clauses of subsequent Agreement/contract 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/contract 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 scrip to 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.

**37. OTHER TERMS & CONDITIONS**

- a) The Agency should have its office based in Delhi / NCR.
- b) It is mandatory that the Agency should provide the 100% Proof of Dispatch (POD Slips) in scanned form (i.e. PDF Format) and in physical form for all the shareholders within 10 days of completion of dispatch.
- c) The data regarding shareholders & their address slip shall be provided by the Registrar & Share Transfer Agents (RTA) of the MMTC Limited.
- d) The Agency should have online tracking facility to track the status of article sent by courier.
- e) The dispatch work of ARs & Notices should be completed within 12 days.
- f) RTA of MMTC shall provide online / print out of Data regarding the shareholders addresses etc. which have to be pasted on the dispatch envelop by the Courier Agency before award of contract.
- g) If required, physical verification of the bidder with regard to its location/manpower etc. to verify party's credentials may be done by authorized representative of MMTC Limited.
- h) AR/Notices are to be collected from the printer whose details shall be provided subsequently.

38. **APPLICABLE LAW AND JURISDICTION**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

39. No alternative offer shall be considered

40. MMTC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all e-bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of MMTC's action.

41. MMTC reserves 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 order, without thereby incurring any liability.

42. **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.

43. **SIGNING OF TENDER:**

Individual signing the tender or other documents connected with agreement must specify whether he/she signs as:

- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
- b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute agreements on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

**N.B:**

- a) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

- b) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- c) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the MMTC may, without prejudice, cancel the agreement and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

44. For details, please visit [www.mmtclimited.com](http://www.mmtclimited.com), [www.eprocure.gov.in](http://www.eprocure.gov.in) & <https://mmtc.abcprocure.com>

45. Any clarification on the documents may be obtained from:-

Mr. Arun D' Rozario CGM (Estate & Administration), MMTC Limited, Core-1, SCOPE Complex, NEW DELHI-110 003. Telephone No: 011-24366364	Mr. S. K. Dutta Chief Manager (Estate), MMTC Limited, Core-1, SCOPE Complex, NEW DELHI-110 003. Telephone No: 011 - 24381338
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**TECHNO-COMMERCIAL BID**

1	<b><u>Details of Bidder</u></b>										
	Name										
	Address										
	Details of Contact Person's										
	i. Name & Design.										
	ii. Address										
	iii Tel No.	Landline									
		Mobile									
iv. Email ID											
2	PAN No.										
	GST No.										
	(Please upload copy of GST No./PAN No.)										
3	Average Annual Turnover for the last 3 financial years:	<table border="1"> <thead> <tr> <th>FY</th> <th>Annual turnover in lakh Rs.</th> </tr> </thead> <tbody> <tr> <td>2016-17</td> <td></td> </tr> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> </tbody> </table>		FY	Annual turnover in lakh Rs.	2016-17		2017-18		2018-19	
		FY	Annual turnover in lakh Rs.								
		2016-17									
		2017-18									
		2018-19									
Please upload copies of documentary evidence i.e. Audited balance sheets or statement of Profit & Loss or certificate from CA certifying the turnover for last three years)											
4	Details of Manpower. (No. of officers/staff)										

5	<p>Details of executing three works during preceding 3 (three) financial years ending March, 2019 having minimum annual turnover of Rs.30 lakh</p> <p>Similar work means distribution of Annual Reports/Notices for holding of AGM for a PSU/ Govt./ Financial Institution/ Public Limited listed companies having shareholder base of 50,000 or more in Delhi/NCR</p> <p>Please upload copies of work order of executing similar works/completion certificates issued by client in support of their claims of executing similar works</p>	
6	<p>EMD details Please upload copy of DD/BC</p>	<p>Amount: Rs.25,000/- DD/BC No.: Dated : Drawn on</p>

(Stamp & Signature of Tenderer)

Name \_\_\_\_\_

Designation\_\_\_\_\_

**FINANCIAL BID**

S. No.	Destination	Weight in Gms. (Per Parcel)	All inclusive Rates as per scope of work (inclusive of all taxes) both in figure & words (Rs.)
1.	Delhi / NCR	i. Up to 500 Gms.	
		ii. 500 – 1000 Gms.	
2.	All over India	i. Up to 500 Gms.	
		ii. 500 – 1000 Gms.	

**Declaration:**

I hereby certify that the information furnished above is complete and correct to the best of our/my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company will be blacklisted and will not be allowed to have any dealing with the MMTC in future as per the NIT.

(Stamp & Signature of Tenderer)