

Advt empantment 17.12



MMTC LIMITED

(A Government of India Enterprise)

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

Phone: 022-61214500/4588 Fax: 022 -26572541

E-mail: mmtcmumbai@mmtclimited.com : Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/Mum/Admn(Advt)/02/2018-19

Dated: 17/07/2018

TENDER DOCUMENT

E-NIT FOR EMPANELMENT OF ADVERTISING AGENCY TO PUBLISH

ADVERTISEMENT IN VARIOUS NEWSPAPERS.



No. MMTc/Mum/Admn(Advt.)02/2018-19

Dt. 17/07/2018

Technical BID

Part – 1

| | | |
|--|-------|---------------------------------|
| Start date for Downloading tender documents | | 17.07.2018 From 12:00 Hrs |
| Last date for Downloading tender document | | 17.07.2018 up to 14:00 HRS |
| Due date of tender submission (Technical & Price Bid) | | 14.08.2018 ✓ up to 14:00 HRS |
| Technical Bids opening Date | | 14.08.2018 ✓ at 14.30 HRS |

Downloaded by:

M/S



E-NIT FOR EMPANALMENT OF ADVERTISEMENT

No. MMTC/Mum/Admn(Advt)/02/2018-19

Dt. 17/07/2018

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Appendix

1. Period of AMC : Initially for one year (12 months)
Mutually extendable to 12 months.

2. Security deposit : As per relevant clause of NIT.

3. Participation Fees (Non refundable) : Rs. 1000/- (Rupees One Thousand Only)
Through e-payment (NEFT/Fund Transfer) in Axis Bank Ltd. BKC Branch, Bandra (E) Mumbai.
Current Account No. 230010200004688 IFSC Code: UTIB0000230 and submit letter mentioning UTR Number.



NOTICE INVITING E-TENDER (NIT)

MMTC Limited invites E-bids for “**EMPANELMENT OF ADVERTISEMENT AGENCY SITUATED AT MUMBAI/THANE/NAVI MUMBAI.**”

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.

Hard copy of Technical Bid with Non-refundable participation fee of Rs 1000/- (Rupees One Thousand Only) along with letter mentioning UTR no. of NEFT/Fund Transfer in MMTC Limited Axis Bank Limited, BKC Branch, Bandra,Mumbai_Current_Account_No: **230010200004688**, IFSC Code : UTIB0000230 may download the same from website – www.mmtclimited.com or www.abcprocure.gov.in and to be sent in e-mode before **14.00 hrs of 14/08/2018.**

1. Eligibility Criteria / Proof of Eligibility:

- a) The agency should have overall turnover of minimum Rs.2 Lacs (Rupees Two Lakh Only) in advertising work during last three years i.e. 2015-16, 2016-17 and 2017-18 and in support thereof their Balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant.
- b) The agency should have minimum 3 years experience in advertising.
- c) Advertising work in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should submit copies of award letters in support thereof duly attested.
- d) The firm should have valid license issued by Government or competent Authority.
- e) Copies of self attested Income Tax, PAN and GST certificates to be submitted.
- f) List of supply orders of advertisement work executed by the firm to be provided in technical bid.
- g) Offer should be as per tender specification, any deviation in the offer should be clearly indicated.
- h) Firm has to produce MOU/Partnership deed etc. to determine status of the bidder.
- i) Firm must deposit tender non-refundable tender fee of Rs. 1000/- through RTGS/NEFT/fund transfer in the account of the MMTC Limited, payable at Mumbai.Axis Bank Limited,BKC Branch, Bandra, MumbaiCurrent Account No : -**230010200004688**,IFSC Code : - UTIB0000230
- j) The firms registered in MSME/NSIC are exempted from the payment of Tender fee. (copy of certificate to be attached)
- k) Submission of bid will be only through e-tender process only.



- l) Any firm run by proprietor belongs to SC/ST Category and Women may be given priority.
- m) GST will be payable as per latest notification applicable.
- n) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
- o) Income Tax returns for the last three financial years.
- p) Legal status/Type of the company.
- q) List of Board of Directors.
- r) Certificate from their Bankers regarding performance of their account.

2. **List of documents :**

Technical Bid should be accompanied by the following documents:

- a. Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.
- b. Profile of Organization (Bidder).
- c. Power of Attorney/Authorization in favour of signatory of Tender documents.
- d. Last three years' audited financial statements (balance sheet and profit & loss a/c) along with Certificate issued by C.A (in original), regarding confirmation of audit, positive net worth, turnover of the bidder and income tax returns for the last three financial years.
- e. Authorization letter, *with attested photograph*, in favour of the official attending the bid opening process.
- f. Solvency report from nationalized bank.
- g. Memorandum of Association or Article of Association along with name, address and photos of Directors.
- h. Copy of work order of last three years executed in government organization.
- i. Turnover statement during the past three years supported by balance sheet and IT returns.
- j. Copy of GST/VAT/Registration certificate/Aadhar/PAN.
- k. List of clients wherein advertisement work is executed in last 3 years.
- l. Bidder should have all the statutory government licenses.

Bids without above documents will be liable for rejection.

- 3. Interested bidders may obtain the tender document from website site i.e., www.mmtclimited.com or www.mmtc.abcproure.com by paying Rs. 1000/- through e-payment (NEFT/Fund transfer and copy of submit UTR number)
- 4. (a) **Last date and time for submission of bids 14.08.2018 up to 14.00hrs.**
(b) **Opening of Technical Bids on 14.08.2018 at 14.30 hrs.**
- 5. MMTC Limited reserves the right to reject any one or all the tenders, either in full or in part and no claim whatsoever shall be entertained on this account.
- 6. All payments made to MMTC Limited, Mumbai should be through e-payment only (RTGS/NEFT/Fund Transfer) in Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No: **230010200004688** IFSC Code : - UTIB0000230 and submit letter mentioning UTR number.



7. Envelope No. 1- TECHNICAL BID : Part –I

- a) Each page of the tender document should be signed by the bidder as token of acceptance. If any deviation is proposed by the bidder the same must be clearly indicated and enclosed as deviation list but tenders with significant deviation list and merely enclosing bidder's printed conditions or their own terms and conditions will make the tender liable for rejection.
- b) Constitution of the sole proprietorship or partnership firm and Article of association in case of a Public Limited Company.
- c) List of three years executed advertisement orders for government/private firms along with Xerox copies of work orders /purchase orders.
- d) Statement showing the turnover during the past three years supported by balance sheet or income tax returns duly signed and stamped by their statutory auditors.
- e) Other state/Central Govt agency registration certificate.
- f) Firm registration certificate (in case of firm)
- g) Latest profile of the bidder.
- h) MMTC is not responsible for the loss of documents or for the delay in transit.
- i) All the above documents forming Part-I of the tender shall be SEALED and super scribed with "Technical bid PART-I, Technical Bid – Name of work & Due Date"

8. Signing of tender:

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

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

N.B:

- (1) In case of partnership firms, a copy of the partnership contract or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) 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.
- (3) 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, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer..



➤ **Earnest Money Deposit:** (Division may please specify whether the clause to be maintained or not)

- (i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
- (ii) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the MMTC.
- (iii) The tenders without Earnest Money Deposit will be summarily rejected.
- (iv) Earnest money deposit will be forfeited if the successful tenderer failed to furnish the security deposit.
- (v) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.

➤ **Performance Security Deposit:** (Division may please specify whether the clause to be maintained or not)

- (i) The Performance Security Deposit can be forfeited by order of the MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work. On expiry of the contract, such portion of the said Performance Security Deposit as may be considered by the MMTC, sufficient to cover any incorrect or excess payments made on the bills to the successful bidder, shall be retained.
- (ii) Failure to pay the Security Deposit will entail forfeiture of the EMD to the MMTC and the tender shall be awarded to any other bidder.

9. Termination Clause(please specify notice period)

i) Right to Terminate the Process

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

Maintain the clause written in the DFA and further incorporate in continuity the following provision:

- The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- If the selected bidder fails to complete the assignment as per the time lines and guidelines prescribed in this TENDER and subsequent Contract and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay and forfeit the bid security as liquidated damages for the delay.



- In the event of the successful bidder/agency 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/agency the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.
- In case the selected bidder fails to deliver the services as stipulated in the 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.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another party of its choice by giving one month notice 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 contract. This clause is applicable, if for any reason, the contract is cancelled.
- 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 bank guarantee under this contract.

II) Consequences of Termination

Maintain clause 6.8 of DFA and then following clauses may prevail.

- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective 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 Contract.
- Nothing herein shall restrict the right of MMTC to invoke the MMTC Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available MMTC under law or otherwise against successful bidder.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.



10. Conflict of interest

The Bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

The was frequent court cases/conference scheduled which needs to be handle on priority basis followed by tremendous work pressure, therefore present note is issued today.


Chief Manager (Administration)



SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. The e-Tender is available on MMTC e-procurement website www.mmtclimited.com or www.abcprocure.gov.in for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal <https://mmtc.abcprocure.com> (a onetime activity independent of each other) as given below:

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.abcprocure.com>. In case of any difficulty, the bidder may either mail or talk to the Technical Support Engineer, whose contact details are given below.

Procedure for Registering in E-Procurement portal

Further, you have to register with our E-Procurement portal. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

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

| Vendor's Queries | Contact Numbers | Mail ID |
|---|---------------------|--|
| New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID. | +91-(79)- 40016 866 | info@abcProcure.com |
| | +91-(79)- 40016 840 | |
| | +91-(79)- 40016 818 | |
| | +91-(79)- 40016 821 | |
| Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC) | +91 9265562826 | abhijeet@eptl.in |
| For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team). | +91-(79)- 4027 0555 | support@abcProcure.com |
| | +91-(79)- 4027 0564 | |
| | +91-(79)- 4027 0569 | |
| | +91-(79)- 4027 0507 | |

3. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced 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 wherein details have been mentioned.
4. 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.



For details, please visit www.mmtclimited.com & <https://mmtc.abcprocure.com>.

The technical bids (Part-1) shall be opened on 14/08/2018 at 14.30 hours. The date and time for opening of the Price bid shall be informed later to the bidders who qualify in the technical evaluation through phone/e-mail at the phone number/e-mail address given in their technical bid.

Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Price bid.

Yours faithfully,
For on behalf of MMTC Ltd.

Chief Manager (Admn)



INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

The bidder shall submit the tender in two bid system. PART – I shall be TECHNICAL BID, PART – II shall be FINANCIAL BID.

The bidder shall enclose the following papers, documents with the Bid:

ENCLOSURES TO PART – I (THROUGH E-MODE & PHYSICAL MODE):

1. THE NON-REFUNDABLE PARTICIPATION FEES OF RS. 1000/- (Rupees One thousandive Hundred only) THROUGH E-PAYMENT (NEFT/FUND TRANSFER) AND UTR COPY HAVE TO BE SUBMITTED. If submitted – tick (yes)
2. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN NO, SERVICE TAX, ETC. If submitted – tick (yes)
3. CERTIFIED COPY OF 'ANNUAL TURN-OVER' FOR THE LAST THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT ETC TO BE SUBMITTED. If submitted-tick (yes)
4. COMPLETE PROFILE OF THE ORGANIZATION. If submitted- tick (yes)
5. PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS / ATTESTED COPY OF SOLVENCY CERTIFICATE ISSUED FROM THE SCHEDULED / NATIONALIZED BANK. If submitted – tick (yes).


Foot Notes:

1. The tender shall be liable for rejection at the discretion of the MMTc Limited, only,, if the party fails to submit any one of the above documents.
2. It should be noted that no price / rate indication directly or indirectly be reflected in anyway in the Part – 1 (Technical Bid).

ENCLOSURES TO PART – II (THROUGH E-MODE ONLY):

1. PRICE BID: In prescribed format DULY FILLED AND SIGNED.

FOR AND ON BEHALF MMTc LIMITED


Sanjay Ramraje
Chief Manager(A)
MMTc Limited,
C-22, E-Block, BKC, Bandra(E),
Mumbai –400 051.

N.B: Contact person for any clarification: Shri Sanjay Ramraje, Chief Manager (Admn),
Phone: 022-61214588.

GENERAL INSTRUCTIONS FOR BIDDERS

SECTION - I

1. Receipt of Tender Document :

Technical Bid portion along with Participation fee in original to be submitted through e-tender form only.

Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the e-tender. Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in itself. All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The e-tender shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.

2. Opening of bid :

- a. Technical Bid will be opened at **14/08/2018 hrs on 1430hrs.**
- b. Date and time for opening of Financial Bid shall be informed later to the bidders who qualify in technical evaluation process.
- c. In case the specified date of tender opening is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.
- d. Authorized representatives of the bidders, who have submitted tenders on time, may attend the tender opening process provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s)/Committee will prepare a list of the representatives attending the tender opening. The list will contain the representative's name & signatures and corresponding bidder's name and address.

3. Important Instructions to bidders :

- a) Tender documents must be page numbered, signed & stamped by Authorized Person.
- b) Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c) If the date fixed for opening of bids is subsequently declared as holiday by MMTC Limited the bids will be opened on next working day, time and venue remaining unaltered.
- d) Rate should be quoted net, excluding all taxes, cess and statutory charges (if any) and should be submitted as per the Financial Bid Format.
- e) Financial Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.



- f) A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be not be considered for the tender process.
- g) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
- h) Cutting/modification/overwriting in the tender document will not be accepted.
- i) Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders, who resort to canvassing, shall be rejected.
- j) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
- k) The bidder is required to enter into a agreement as per the prescribed format contained in **Section- IV** of tender document.
- l) This bid document shall form a part and parcel of the contract agreement. Any clarification issued by MMTC Limited in response to queries raised by prospective bidders shall form an integral part of Bid Document and it may amount to amendment of relevant clauses of the Bid Documents.

4. **TENDER VALIDITY** :-

- a. The tenders shall remain valid for acceptance for a minimum period of *60 days (sixty days)* after the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and shall be rejected.
- b. In exceptional cases, the bidders may be requested by MMTC Limited to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of the original tender.
- c. In case, the day up to which the tenders are to remain valid is subsequently declared a holiday or closed day, the tender validity shall automatically be extended up-to the next working day.

SECTION - II

1. SCOPE OF TENDER :

- a) The successful L-1 bidder shall sign a AMC Agreement within 15 days of the acceptance of bid. (after negotiations, if any)

2. SUBMISSION OF e-BIDS:

e-bids should be submitted through e-tender only.

All the documents should be self attested and stamped by authorized person.

Price Bid, as required in this tender document shall be self attested and stamped by authorized person.

3. MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS :

MMTC Limited reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of AMC without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of MMTC's such action.

4. ISSUE OF LETTER OF INTENT (LOI):

- a. The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an agreement with the successful bidder for leasing out the premises on rent.
- b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance as mentioned above, in conformity with terms of bid document.

5. SIGNING OF AGREEMENT:

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of advertisement work to the bidder(s). Detailed agreement as per **Section-V** shall be signed within fifteen days from the date of acceptance of terms and conditions.

SCOPE OF WORK FOR ADVERTIMENT.

- a) Advertisement to be published in Times of India (in Hindi) and Maharashtra Times (in marathi) as per draft given by MMTC Ltd, R.O. Mumbai.
- b) Size of the advertisement = 3X7 cms and 3x8 (as per text or font)



Technical Bid

The technical bid shall contain following information in a sealed cover super-scribed “**Technical Bid for empanelment of advertisement agency**” It shall consist of the following documents/ information :

| | | |
|---|---|--|
| 1 | Name, Address. | |
| 2 | Contact person with telephone no. | |
| 3 | Details of experience (with documentary proof). | |
| 4 | Details of PAN/GST of the company (copy to be attached). | |
| 5 | Details of registration with various bodies (Government bodies , Accreditation, GST etc.) | |
| 6 | Nature of agency (proprietor/Partnership/Company,etc) | |
| 7 | MSME/NSIC Registration & Certificate, if any. | |
| 8 | MSME/NSIC (category SC/ST) | |

- A General undertaking that all terms and conditions of this Tender Document are acceptable in the format given in Doc-IV to this document.
- Tender documents duly signed in all pages with seal

Signature : _____
Name : _____
Designation : _____
Company with seal : _____

Address : _____

SECTION – III

FINANCIAL BID

NAME OF THE BIDDER : _____

ADDRESS : _____

Tender for one year empanelment of advertisement agency for MMTC Limited, BKC, Bandra, (East), Mumbai – 400 051

| Description | Details. | Total Amount (for 1 year) excluding taxes. |
|--------------------------------------|--|--|
| Empanelment of advertisement agency. | Times of India (in Hindi) Maharashtra Times (in Marathi) | Rs. _____ (Figures) |
| | | Rs. _____ (in words) |
| | Discount offer. | Rs. _____ (Figures) |
| | | Rs. _____ (in words) |

(Note: Agency has to deposit GSTN timely before due date and add in the bill for reimbursement. MMTC will not reimburse any penalty on account of GSTN/Tax payment delayed)

In words (Rupees _____)

(The total amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted)

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

AURHORIZED SIGNATORY _____

NAME : _____

Name of the Agency _____

Date :

Seal of Company/Firm



SECTION – 4

GENERAL TERMS AND CONDITIONS OF CONTRACT

1 The tenderer will have to enter into a prescribed service agreement with MMTC for the performance of work as per terms and conditions.

2 No claims for extra charges shall be entertained for any reason whatsoever, except mentioned in tenders.

3 The advertisement work shall be carried out as specified in the Schedule read with scope and specifications of work.

4 MMTC reserves the right to summarily terminate the agreement and take such other actions as may be deemed necessary.

5 The MMTC shall have the right to terminate the contract by giving one month's notice, if the contractor does not work to the satisfaction of the MMTC or engage inadequate labour force than required, or the terms and conditions of the contract are flouted by the contractor in any manner whatsoever. MMTC is not bound to give reasons for such termination of contract.

6 Where any portion of the General conditions of contract is repugnant to or at variance with any provisions of the Scope and specifications, the conditions/provisions of the scope and specifications, the conditions/provisions of the scope & specifications shall be deemed to over-ride the provisions of the General conditions of contract and shall to the extent of such repugnance or variations, prevail.

7 Any dispute/difference arising from the execution of or in connection with this contract shall be settled through amicable consultation between the parties at the level of GM, RO Mumbai. In the event no amicable settlement is reached through such consultation, If MMTC feels that, MMTC shall refer the dispute to the Sole Arbitrator to be nominated by the Incharge of R.O., Mumbai. The Arbitration shall be governed by the Arbitration & Conciliation Act 1996. The venue of Arbitration shall be Mumbai.



SECTION-V

AGREEMENT

This Agreement is made on the _____ between **MMTC LIMITED** (a Govt. of India Enterprises) a company registered under the Companies Act 1956, having its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodi Road, New Dehli-110 003 and their Regional office at MMTC House, Plot No C-22, E-Block, Bandra - Kurla Complex, Bandra (E), Mumbai -400051 (hereinafter referred to as MMTC LTD which expression shall include its successors and assignees) of the one part.

ANDM/S. _____
a (Proprietor/partnership firm) registered under herein after referred to as the Contractor which expression shall include its successors and assignees) of the other part.

AND WHEREAS for the empanelment of advertising agency , the bidder quoted a price of Rs. _____/- (Excluding all applicable taxes.)

And whereas the Contractor has quoted above-said price and emerging L-1 has been awarded the empanelment of advertiment agency for the initially period of one year i.e., from ____ to _____.

AND WHEREAS, it has been mutually agreed between both the parties that the Agency will be paid on the basis of bills submitted to MMTC Limited, Mumbai for the services rendered time to time. The agency also agrees that such payments shall be made by MMTC Ltd using the e-payment mode for which necessary documents have been submitted by the agency in the office of MMTC LTD.

NOW IT IS HEREBY AGREED AS FOLLOWS

The agency shall comply with all applicable laws, ordinances, rules and regulations in respect of advertisement and shall obtain all such permissions.

The MMTC shall have the right to terminate the Contract by giving one month's notice in case the Contractor does not work to the satisfaction of the MMTC Ltd., Mumbai and MMTC Ltd shall not be bound to give reasons for such termination of empanelment.

1) LIQUIDATED DAMAGES:

Should the Bidder(s) fail to perform contractual obligations including payment of advertisement work. MMTC Limited shall be entitle to make recovery as per the prevailing bank rate and for the subsequent delays @ 18% penal interest. Quantum of liquidated damages assessed and levied by MMTC Limited shall be final and **binding on the parties**.

2. 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 one 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 contract with supporting documents to the effect of force-majeure issued by the government/Competent Authority/Chamber of Commerce viz. FICCI, ASSOCHAM etc.

3. TERMINATION FOR DEFAULT:-

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of 7 (seven) days, sent to the bidder, terminate this contract in whole or in part. **Further, MMTC reserves the right to terminate the contract under the following circumstances:**

- a) If the bidder fails to meet its contractual obligations within the time period(s) specified in the agreement.
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the MMTC Limited may authorize in writing) after receipt of the default notice from the MMTC Limited.
- c) In the event, the MMTC Limited terminates the contract in whole or in part, the MMTC Limited may proceed, upon such terms and in such manner as it deems appropriate.

TERMINATION FOR INSOLVENCY:-

MMTC Limited may at any time terminate the Contract by giving *30 days prior* written notice to the Bidder, without giving compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MMTC Limited.

4. DISPUTE RESOLUTION MECHANISM:-

If **any** dispute/difference of any kind arises between MMTC Limited and the bidder(s) in connection with or relating to the **tender and LOI only**, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fails to do so, MMTC at its own discretion shall refer the dispute to arbitrator in accordance with the Indian Arbitration and Conciliation Act, 1996 and subsequent amendments thereof. The dispute shall be adjudicated by sole arbitrator to be nominated by GM (Incharge), MMTC, Mumbai, whose decision shall be final and binding. Venue shall be Mumbai.

5. FRAUD PREVENTION POLICY :

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.



HOLIDAY LISTING :

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

7. SCOPE OF WORK AND SPECIFICATIONS

- a) Advertisement to be published in Times of India (in Hindi) and Maharashtra Times (in marathi) as per draft given by MMTC Ltd, R.O. Mumbai.
- b) Size of the advertisement = 3X7 cms and 3x8 (as per text or font)

8. 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 GM (Incharge) of MMTC, Mumbai. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. Venue shall be Mumai.

9. Confidentiality and Safeguard of Property.

MMTC and Agency 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. Agency and MMTC will take reasonable precautions to safeguard property of the other entrusted to it.

10. Co-operation

The MMTC will give the Agency clear briefings and ensure that all the facts given about the matter are accurate. The Agency will co-operate fully with the MMTC and use reasonable care and skill to make the Advertising as successful as is to be expected from a competent advertising agency. The MMTC will help the Agency do this by making available to the Agency all relevant information and co-operating with the Agency.

11. Approvals and Authority

Any reference in this Agreement to the MMTC's "Written Approval" shall mean written approval by directors or employees of the MMTC authorized to approve the Agency's work and/or expenditure and whose names are set out below:

"Authorised Person"

Name [.....] Title [.....]

Name [.....] Title [.....]



For the purposes of this Agreement Written Approval shall mean approval signified by:

- (a) Any fax, letter on the MMTC's letter head bearing the signature of an Authorised Person;
- (b) oral approval given by an Authorised Person provided this is in circumstances where time does not permit Written Approval and the said oral approval is confirmed within one Working Day by way either of a contact report from the Agency to the MMTC or a fax, letter in accordance with the preceding sub-clause;
- (c) e-mail emanating from the personal e-mail address of an Authorised Person.
- (d) The Agency shall, after obtaining the MMTC's general Written Approval of its matter/ plans, will be asked to provide rates applicable different news paper as stated in scope of work, estimates or quotations of the cost of the various items of advertising and other services covered by this Agreement together with terms of payment.

12. The MMTC's Written Approval of matter schedules and estimates (as mentioned in preceding clause) will then be a Agency's responsibility to make reservations and contracts for space, time and other facilities under the terms and conditions required by print media or suppliers.

13. The Agency will advise the MMTC immediately of any changes in the estimated cost of items of Advertising or any changes in plans, schedules or work in progress previously approved in writing by the MMTC, otherwise, agency has to bear the difference of cost and further have to indemnify MMTC in event of any loss which has occasioned due to agency's negligence.

14. Terms of payment:
The MMTC reserves the right to withhold payment of any invoice or part of an invoice which is not in accordance with this Agreement. On receipt of any such invoice the MMTC shall immediately notify the Agency in writing of the reason for such withholding and pay the undisputed part of such invoice



The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by the MMTC.

For the avoidance of doubt, the restrictions in this Clause shall not prevent:

- (a) The disclosure or use of Information in the proper performance of the Agency's duties;
- (b) The disclosure of Information if required by law;
- (c) The disclosure of Information which has come into the public domain otherwise than through unauthorized disclosure.

16. Termination: Maintaining the contents of DFA:

Either party may terminate this Agreement by service of notice in(to be specify by division)

Either party may terminate this Agreement forthwith by notice in writing to the other if the other party:

- (a) is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within [30] days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
- (b) (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
- (c) (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or
- (d) becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
- (e) has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
- (f) Ceases, or threatens to cease, to carry on business.

17. Advertising Standards and Levies

- (a) Both parties shall comply with all applicable laws and Advertising Regulations issued, made or given by any Advertising Regulator.**
- (b) The parties will co-operate with each other in ensuring that suitable objective factual product and other information is available as required to satisfy the requirements of any applicable law or Advertising Regulation.**



18. 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 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.

19. Non-solicitation

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during or for a period of [...] months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any [key] executive of the other party who has worked on the Advertising at any time during the last 12 months of the Term. [Each of the parties shall notify the other in writing of those executives whom they regard as "key" for these purposes.]

20. Severance

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

21. Entire Agreement

This Agreement, NIT, and the documents pertaining to the Bid referred to in it (the 'Contractual Documentation') constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

22. Amendments

Any amendments to this Agreement must be in writing and signed by Agency and MMTC.

23. Notices:

Any notice shall be deemed given on the day of mailing or, if notice is by telegram, e-mail, or fax, on the next day following the day notice is deposited with the telegraph company for transmission, or e-mailed or faxed.

24.

Taxes and duties : All statutory dues, taxes, duties, or any applicable tax which may be imposed by the Central Govt. and / or local authorities shall be paid by the agency ; and the agency undertakes to keep the MMTC indemnified against any liability arising on account of tax VAT, GST (which ever applicable) and other statutory local 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 agency during the currency or conclusion of the contract.



Any type of liability arises, if any, during the transaction/contract period or in future which is associated directly or indirectly with the transaction execution herein will be on account of agency and the agency shall accept it without any demur or protest.

25. Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

26. Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to the selected bidder.

27. INDEMNITY : The agency 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 agency in the discharge of the obligation under this contract, including but not limited to **Agency agrees to indemnify and hold MMTC harmless with respect to any claims or actions by third parties against MMTC, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright,** and any other circumstances. In case, agency fails to deliver services as per scope of work then MMTC at its sole discretion considers that the agency 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 contract 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 contract.

28. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties herein 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 provisions of Arbitration and Conciliation Act 1996, as amended upto date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

29. Force Majeure Clause: 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 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



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 and rules, regulations, orders. The agency 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 contract documents.

(3) If during the tenure of work stipulated herein, agency may found violating any laws, norms attributed & applicable from this contract, in such event, the agency will be solely liable to face the consequence of violation, inasmuch, the agency may keep MMTC safe and indemnify from any of the losses/risk which ay occasioned by non-performing any statutory rules, regulation or law in force.

Fraud Prevention: Incorporated as CO guidelines.

Holiday Listing: Incorporated as CO guidelines.



SIGNATURE:

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

SIGNED at __ This Agreement shall remain in force from _____ till _____.
Renewal of the same shall be on mutually agreed and in writing terms and conditions. The tender no. _____ shall be part and parcel of this agreement.

In witness whereof the parties hereto have signed this Agreement on the _____.

on _____ 2018

For and on behalf of

Agency _____

Signature _____

Name of Signatory

Designation of Signatory

SIGNED at _____ on _____ 2018

For and on behalf of
MMTC

Signature

Name of Signatory

Designation of Signatory

WITNESS : _____

for MMTC LTD.

WITNESS : _____

for _____

