



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)  
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No.MMTC/CO/ADMN./GA/2018-19

8<sup>th</sup> July, 2019

**SUB : e-Tender for providing photocopy services.**

e-TENDERS are invited in a two bid system (Technical Bid and Financial Bid separately) from reputed contractor/ Photocopy Service Providers for providing photocopy services with an annual turnover of Rs.30.00 lakhs or more in the same field for a period of one year. The contract can be extended subject to mutual consent or short-closed on account of unsatisfactory services rendered by the firm, at the discretion of the MMTC Limited. Tender documents containing detailed terms and conditions can be downloaded from MMTC's website <https://mmtc.abcprocure.com>, [www.mmtclimited.com](http://www.mmtclimited.com) or [www.tender.gov.in](http://www.tender.gov.in). on payment of Rs.500/- (Non-refundable) in the form of DD/Pay order only drawn in favour of MMTC Limited, New Delhi. Last date for submission of e-tender documents completed in all respect is 29/07/2019 by 15.00 hrs. The technical bid will be opened 30/07/2019 by 11.00 hrs.

The important details schedules and dates are as under :

S.NO.	Key Event	Dates
i)	Last Date for submission of Bids (No extension of time & date)	29.07.2019 at 15.00 hrs
ii)	Date of Opening of Bids by Tender/ Purchase committee (participating bidder(s) if so desires, may be present at the time opening of bid)	30.07.2019 at 11.00 hrs
iii)	Date of Opening of financial bids	Will be intimated at the time of opening of Technical bid
iv)	Cost of Tender	Rs.500/-
v)	Earnest Money Deposit(EMD)	Rs.30,000/-
vi)	Venue for Opening of Bids	2 <sup>nd</sup> Floor, Admn. Division, MMTC Limited, Scope Complex, New Delhi-110003

1. The technical bid offer should include the following details :
  - a) Name of the firm
  - b) Name(s) of the Proprietor/Partners
  - c) Business address of the firm
  - d) Annual turnover of the firm (Proof of the same must be attached in the form of CA's certificate / last 3 years' balance sheet / profit & loss A/c)

- e) Copy of the details of the past experience (minimum 3 years) of providing services in the same field in Government / PSUs / Reputed Corporate Sectors. The experience shall be supported by such Corporates on their letter heads. The experience should be continuous for the last three years.
  - f) Copy of PAN Number.
  - g) Copy of GST Number.
  - h) The tender fee of Rs.500/- through demand draft/ pay order drawn on a scheduled/nationalised bank in favour of MMTC Limited payable at New Delhi.
  - i) The earnest money deposit of Rs.30,000/- (Rs. Thirty thousand only) through a demand draft / pay order in favour of MMTC Limited payable at New Delhi.
  - j) In case the party is registered with Ministry of MSME/ its authorized agencies, he is required to submit registration certificate and store details in addition to above.
2. The rates quoted in the Financial Bids should be both in words and figures in prescribed format (Annexure-1) only exclusive of taxes
3. Financial bids of only those firms will be considered who are short-listed on the basis of the Technical Bid.

( S.K. Dutta )  
Chief Manager(Admn.)

## TERMS & CONDITIONS :

- i) Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 25% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 25% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006.
- ii) The service provider/s whose agreement had been short-closed/terminated due to dis-satisfactory services at any point of time with MMTC Limited in the past, are not eligible to participate in the tender.
- iii) The firms should have atleast 3 years of experience in providing photocopy services in the Government Sector / PSUs / Reputed Corporate Sector and should have an annual turnover of Rs.30.00 lakhs or more for the same period and that should be stable over the period of three years. Experience certificate may be provided on the letter head of concerned Corporate(s) in proper format.
- iv) In case tender is selected and withdrawn from the bids without the consent of the MMTC Limited, his EMD is liable to be forfeited.
- v) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- vi) The firm should not be black listed by any Department in the past and declaration, in this regard, on stamp paper of Rs.10/- duly attested by notary must be submitted by the bidder(s).
- vii) The SERVICE PROVIDER shall have to provide 05 (five) good quality photocopy machines of renowned brand with set making facility which should not be more than two years old. Three with operators at MMTC, Scope Complex and one each without operator at MMTC, Scope Complex and Site Office, MMTC Housing Colony, Aurobindo Marg, New Delhi for undertaking the photocopying jobs of all nature on all working days (Monday to Friday) between 09.30 AM to 6.00 PM. The Service Provider shall in case so required by MMTC, also provide the service of photocopying beyond office hours and on weekly off / holidays for which per hour rate should be quoted by the Service Provider.
- viii) It shall be the responsibility of the SERVICE PROVIDER to keep the machine fully maintained and conforming to the required standard. All the repairs/servicing to the machines will be carried out by the SERVICE PROVIDER at his own cost. The Service Provider shall ensure that any fault or breakdown to the machine is rectified immediately. In case of major breakdown where the machine is required to be removed from the premises of MMTC against valid Gate Pass for repairs in outside workshop, the SERVICE PROVIDER shall immediately provide one standby machine before its removal. The Service

Provider should also keep sufficient stock of toner for refill, so that work does not suffer at any point of time.

- ix) The SERVICE PROVIDER shall be responsible for getting good quality of copies. MMTC shall have the right not to accept a copy of sub-standard quality. Such copies shall not be admitted for any payment. It shall, therefore, be obligatory on the part of the SERVICE PROVIDER to maintain right level and good quality of toner in each machine. The cost of toner (ink) shall be borne by the Service Provider only.
- x) For the execution of the job, the paper shall be supplied by MMTC. MMTC shall provide electricity for running the machine at its cost. However, the other gadgets or accessories such as voltage stabilizer, power cord etc. required for running the machine shall be arranged by the SERVICE PROVIDER.
- xi) The Service Provider shall pay all the wages to the operators employed by him and MMTC shall not be liable for any payment to the operators. The monthly bills of the Service Provider shall be computed based on the total copies executed in a month.
- xii) Successful bidder shall have to enter into an agreement with MMTC. Interested parties may quote their per machine minimum monthly rate and per copy rate on their letter head as per annexure-1. Offers should be accompanied with a Demand Draft /Banker's Cheque drawn on a scheduled/nationalized bank of Rs.30,000/- payable to MMTC, New Delhi towards EMD.
- xiii) The EMD of Rs.30,000/- of successful bidder shall be converted into Performance Security Guarantee. The successful bidder, who has not submitted alongwith tender documents being MSEs, has to submit the Performance security guarantee within 15 days of awarding contract.
- xiv) The Service Provider shall be directly responsible for the discipline and proper conduct of all machine operators and shall ensure systems, procedures, rules and regulations for the purpose and prevent misbehaviour/indiscipline/non-adherence to the instructions of MMTC. In such an event, Service provider shall be intimated of such act for taking remedial action including arrangements to replace the defaulting person(s) without any loss of time.
- xv) The Service Provider shall indemnify MMTC and keep it indemnified against any claims or liability whatsoever from any authority under the Labour Laws or any other laws.
- xvi) In case of violation of any terms and conditions of the tender document, MMTC reserves the right to terminate the Agreement by giving 30 days notice in writing and it will entitle MMTC to retain full or a part of the security deposit to indemnify itself of any loss suffered or prospective loss to be suffered as a result of early termination of the contract. Service provider shall not be entitled to any compensation in case of such termination.

- xvii) The machine operators deployed by Service provider Agency shall for all purpose remain as employees of the said Service provider only and shall have no claim whatsoever including against MMTC.
- xviii) The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/ settled by the Service Provider and the MMTC Limited in no way shall be party to the disputes and will have no liability on this account. It is also the Service Provider's liability to provide wages as per minimum wages notified by Delhi Government and follow other statutory obligations as per extant rules.
- xix) CONCILIATION/ARBITRATION : If any dispute (s) or difference (s) of any kind whatsoever arise between the parties (MMTC and Service Provider), the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, MMTC. In the event, no amicable resolution or settlement is reached between the parties with in 30 days after receipt of notice by either party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to the appointed by CMD, MMTC. In case dispute is not settled through amicable settlement same may be referred to arbitration as per following clause : "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director of MMTC Limited. The provision of Arbitration and Conciliation Act, 1996 shall apply to such arbitration.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Service Provider shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expeditiously in a professional manner and payment due to the Service Provider shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

In the event of any dispute, the court of Delhi shall have exclusive jurisdiction to adjudicate any dispute.

The fee and other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give speaking and reasoned award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

- xx) FORCE MAJEURE : In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War Civil, Riots, Fire directly affecting the performance of the contract, flood and Acts and Regulations of concerned government affecting both two parties, namely MMTC and the Service Provider. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Mejeure as also the ending of the said clause by giving notice to the other party within 72 hours of he

ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. MMTC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause last.

- xxi) **APPLICABLE LAW AD 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.
- xxii) MMTC reserves the right to reject any or all the quotations without assigning any reason thereof.
- xxiii) The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violates any other terms & conditions of the tender.

MMTC reserves the right to cancel the contract at any point of time without assigning any reason whatsoever with the notice period of 30 days.

**SPECIAL TERMS & CONDITIONS FOR E TENDER**

**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

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	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 40016 840	
	+91-(79)- 40016 818	
	+91-(79)- 40016 821	
<b>Mr. Sumit Kumar (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<a href="mailto:sumit.kumar@eptl.in">sumit.kumar@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 4027 0555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 4027 0564	
	+91-(79)- 4027	

	0569	
	+91-(79)- 4027 0507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

2. 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](http://www.cca.gov.in) wherein details have been mentioned.
3. 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.
4. 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
5. Bidders are advised to print and save bid submission receipt on submission of bids.

### **SUBMISSION OF BIDS**

The offer complete in all respect to be submitted to our e-tendering portal only as per special terms and conditions contained in the document and the hard copy of the Technical Bid with prescribed EMD and tender fee bearing the name and address of the bidders in envelop superscribed "TENDER FOR PROVIDING PHOTOCOPY SERVICES" should be dropped in Tender Box kept in Administration Division, 2<sup>nd</sup> Floor, Scope Complex, Lodhi Road, New Delhi latest by 3.00 pm on 29<sup>th</sup> July, 2019. The rates to be quoted in the prescribed format only in E-Mode (As per the format in the Financial Bid). The price bid submitted other than E-Mode will not be considered.

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**FINANCIAL BID**

<b>S.No.</b>	<b>Description</b>	<b>Rates in Rs.</b>
1.	Total monthly charges for one machine without operator	
2.	Minimum Monthly Rent Per Machine with operator	
3.	Per Copy rates	
4.	Per hour rate if the service required beyond office hours and on weekly off / holidays.	

\* The above rates are excluding any applicable taxes.

Signature with seal of  
the authorized signatory