



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
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No.MMTC/CO/ADMN./GA/2019-20

9th September , 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 or 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 10/10/2019 by 15.00 hrs. The technical bid will be opened 11/10/2019 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)	10.10.2019 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)	11.10.2019 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 nd 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 SUCCESSFUL BIDDER/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) The contract shall, initially, be for a period of one year from the date of issue of work order commencement. However, the contract may be extended for a further period with mutual consent.
- v) The validity of tender shall remain valid for a period of 90 days.
- vi) The tenders without Earnest Money Deposit will be summarily rejected. 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.
- vii) EMD of unsuccessful bidder will be returned after finalizing of tender without interest. 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.
- viii) In case tender is selected and bidder withdraws from the bids without the consent of the MMTC Limited, his EMD is liable to be forfeited.
- ix) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- x) 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).
- xi) The SUCCESSFUL BIDDER shall have to provide 05 (five) new good quality photocopy machines of renowned brand with set making facility. 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 SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER.

- xii) It shall be the responsibility of the SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER at his own cost. The SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER shall immediately provide one standby machine before its removal. The SUCCESSFUL BIDDER should also keep sufficient stock of toner for refill, so that work does not suffer at any point of time.
- xiii) The SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER to maintain right level and good quality of toner in each machine. The cost of toner (ink) shall be borne by the SUCCESSFUL BIDDER only.
- xiv) 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 SUCCESSFUL BIDDER.
- xv) The SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER shall be computed based on the total copies executed in a month.
- xvi) Successful bidder shall have to enter into an agreement with MMTC.
- xvii) 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.
- xviii) 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.

- xix) The SUCCESSFUL BIDDER 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, SUCCESSFUL BIDDER shall be intimated of such act for taking remedial action including arrangements to replace the defaulting person(s) without any loss of time.
- xx) The SUCCESSFUL BIDDER shall indemnify MMTC and keep it indemnified against any claims or liability whatsoever from any authority under the Labour Laws or any other laws. 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.
- xxi) Any modification of the Contract/Agreement shall be in writing and signed by an authorized representative of each party which shall form the part of the existing contract.
- xxii) Nothing in the agreement constitutes any fiduciary relationship between the MMTC and Selected Bidder / Bidders's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and selected bidder. No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the Agreement.
- xxiii) MMTC will not be under any obligation to the implementation successful bidder except as agreed under the terms of the Agreement.
- xxiv) 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.
- xxv) 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. SUCCESSFUL BIDDER shall not be entitled to any compensation in case of such termination.

- xxvi) The machine operators deployed by SUCCESSFUL BIDDER Agency shall for all purpose remain as employees of the said SUCCESSFUL BIDDER only and shall have no claim whatsoever including against MMTC.
- xxvii) The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/ settled by the SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER's liability to provide wages as per minimum wages notified by Delhi Government and follow other statutory obligations.
- xxviii) 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 **one months**, 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.

- xxix) 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.
- xxx) 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 New Delhi and governing law shall be Indian Law.

- xxxi) **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.
- xxxii) **HOLIDAY LISTING CLAUSE** : Notwithstanding anything contained in the agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.
- xxxiii) MMTC reserves the right to reject any or all the quotations without assigning any reason thereof.
- xxxiv) 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 tender 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	info@abcProcure.com
	+91-(79)- 40016 840	
	+91-(79)- 40016 818	
	+91-(79)- 40016 821	
Mr. Sumit Kumar (Dedicated Helpdesk for MMTC)	+91 9265562826	sumit.kumar@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction	+91-(79)- 4027 0555	support@abcProcure.com
	+91-(79)- 4027 0564	

filling/ submitting (Offsite Team).	+91-(79)- 4027 0569	
	+91-(79)- 4027 0507	pankesh@eptl.in

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 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 MMTTC.
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, 2nd Floor, Scope Complex, Lodhi Road, New Delhi latest by 3.00 pm on 10th October, 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.

FINANCIAL BID

S.No.	Description	Rates in Rs.
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