



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
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No.MMTC/CO/ADMN./GA/2017-18

5th May, 2017

SUB : e-Tender for providing of 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.50.00 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.eproc.in>, 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 25/05/2017 by 15.00 hrs. The technical bid will be opened 26/05/2017 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)	25.05.2017 at 15.00 hrs
ii)	Date of Opening of Bids by Tender/ Purchase committee(participation bidders if so desires, may be present at the time opening of bid)	26.05.2017 at 11.00 hrs
iii)	Date of Opening of financial bids	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 offered 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 last three years.
 - f) Copy of PAN Number
 - g) The tender fee of Rs.500/- through demand draft/ pay order in favour of MMTC Limited payable at New Delhi.
 - h)** The earnest money of Rs.30,000/- (Rs. Thirty thousand only) through a demand draft / pay order in favour of MMTC Limited payable at New Delhi.
 - i)** 15 digits Service Tax Code Number / VAT Account Number as applicable.
 - 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.B. Mathpal)
Addl. General 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 20% 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 20% 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 short-closed/terminated due to dissatisfactory services at any point of time with MMTC Limited 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 / Corporate Sector and should have an annual turnover of Rs.50.00 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 Department in proper format.
- iv) The bidders are required to be registered with the CBEC Department & Service Tax. They should provide us 15 digits Service Tax Code Number. Service tax Registration form to be provided. Any changes as per GST regime, shall be complied by vendor without any additional liability on MMTC whatsoever.
- v) In case tender is selected and withdrawn from the bids without the consent of the Department, his EMD is liable to be forfeited.
- vi) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- vii) 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 bidders.
- viii) The CONTRACTOR shall have to provide 04 (four) 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 without operator at 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 Contractor 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 Contractor.
- ix) It shall be the responsibility of the CONTRACTOR to keep the machine fully maintained and performing to the required standard. All the repairs/servicing to

the machines will be carried out by the CONTRACTOR at his own cost. The Contractor 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 for repairs in outside workshop, the CONTRACTOR shall immediately provide one standby machine before its removal. The Contractor should also keep sufficient stock of toner for refill, so that work does not suffer at any point of time.

- x) The CONTRACTOR 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 CONTRACTOR to maintain right level and good quality of toner in each machine. The cost of toner (ink) shall be borne by the contractor only.
- xi) 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 and cord etc. required for running the machine shall be arranged by the CONTRACTOR.
- xii) The contractor 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 contractor shall be computed based on the total copies executed in a month.
- xiii) 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. Offers should be accompanied with a Demand Draft /Banker's Cheque of Rs.30,000/- payable to MMTC, New Delhi towards EMD.
- xiv) The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/ settled by the firm and the Department in no way shall be party to the disputes and will have no liability on this account. It is also the firm's liability to provide wages etc. and follow other statutory obligations as per extant rules.
- xv) **CONCILIATION/ARBITRATION** : If any dispute (s) or difference (s) of any kind whatsoever arise between the parties (MMTC and Contractor), 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 one 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 contractor shall proceed with and continue without hindrance the

performance of the work under the contract with due diligence and expedition in a professional manner and payment due to the contractor 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 be 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.

- xvi) **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 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 respective government of the two parties, namely MMTC and the Contractor. 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.

- xvii) **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.
- xviii) This office reserves the right to reject any or all the quotations without assigning any reason thereof.
- xix) 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

1. e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online process. For this, bidder is required to obtain minimum class II 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.eproc.in> (a one time activity) independent of each other as given below :

Procedure for obtaining Digital Certificate

You should obtain digital certificate to participate in the tender. The procedure for obtaining Digital Certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty either mail or talk to the technical support engineer, whose contact details are given below :

2. For any assistance on e-bidding process, please contact Mr. Pankaj Kumar Verma, Technical Support engineer – email id pankaj.verma@c1india.com, mobile Phone +91 9910433177
3. Earnest money in physical form should reach us on or before closing date and time of tender.

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 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 25th May, 2017. The rates to be quoted in the prescribed format only in E-Mode (As per the format in the Price Bid). The price bid submitted other than E-Mode will not be considered.

PRICE 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