

Sub-REGIONAL OFFICE : Alok Bharati Complex, 7th Floor, Sahid Nagae, Bhubaneswar – 751007
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CIN: L51909DL1963GO1004033

No.MMTC/BBSR/ADMN./PHOTOCOPY-MACHINE/2022-23/10

Dated 14th Feb.2023

NOTICE INVITING e-bid TENDER FOR providing photocopy machines with scanning facility on Rental Basis.

TENDER DETAILS

The Bidders are required to submit their bids electronically as per following schedule:

S.No	Particulars	Details
1	Tender No.	MMTC/BBSR/ADMIN/COPIER-MACHINES/22-23/10
2	Cost of tender document	NIL
3	Earnest Money Deposit (EMD)	Rs. 10,000/- (Rs. Ten Thousand only) in favor of 'MMTC Limited' . No Interest shall be paid on EMD.
4	Bid Submission Date Starts from	14.02.2023, 09:30 Hrs.
5	Last Date and Time of submission of tender	Up to 14:00 hrs On 21.02.2023
6	Date and Time of Opening of Tender	14:30 hrs. On 21.02.2023
7	Period of work	Effective Date 1 st March, 2023 FIVE LAKHS COPIES.
8	Interest free Security Deposit	Rs.10,000/- (Rupees ten thousand only) including of EMD (interest free) (Those who have participated and deposited EMD earlier for same Tender need not to deposited once more.)
9	Defect liability period	3 (three) months from the date of completion
10	Contact Person for Further Communication	MMTC Limited, 7 th Floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar 751007.

SITE OF WORK : PROVIDING PHOTOCOPY MACHINE WITH SCANNING FACILITY ON RENTAL BASIS, shall generally consist of works in MMTC LIMITED-SUB REGIONAL OFFICE BHUBANESWAR,SAHIDNAGAR-751007.

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No.MMTC/BBSR/ADMN./PHOTOCOPY-MACHINE/2022-23/10

Dated 14th Feb.2023

SUB : Bid for providing photocopier machines with scanning facility on Rental Basis.

Bids are invited from reputed contractor/ Photocopier Service Providers for providing photocopier with scanning facility services for a period of two years.

1. The technical bid offer should include the following details :
 - a) 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)
 - b) 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 Corporate on their letter heads. The experience should be continuous for the last three years.
 - c) Signed and stamped copy of the tender documents conveying his acceptance to the terms & conditions of the bid.
 - d) Copy of PAN Number.
 - e) Copy of GST Number.
 - f) Declaration on stamp paper of Rs.10/- duly attested by Notary in respect of not blacklisted by any Department.
 - g) Copy of Bid Specific Manufacturer Authorization Form (MAF) from OEM along with the specification of photocopiers to be provided (as per Clause No.(xii) of terms & conditions.
 - h) An amount of Rs.10,000/-(interest free) EMD should be deposited online in MMTC Account No. 336695471377 maintained with State Bank of India, Paradip,-754142, IFSC code SBIN0003945.
 - i) In case the party is registered with Ministry of MSME/ its authorized agencies such as NSIEC etc., he is required to submit valid registration certificate and store details in addition to above.

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 5% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs and additional 3% reservation for the women owned MSEs within the above 25% reservation. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006 and 2012.
- ii) Under Procurement Policy for Micro & Small Enterprises (MSEs) order 2012” as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23/03/2012, the parties registered with MSEs or its authorized agencies such as NSIC etc., are exempted to deposit the participation fee and EMD.
- iii) The 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.
- iv) The firms should have at least 3 years of experience in providing photocopy services in the Government Sector / PSUs / Reputed Corporate Sector and financially 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.
- v) The contract shall, initially, be for a period of two years which may be extended for a further period of one year with mutual consent.
- vi) The validity of tender/Bid shall remain valid for a period of 90 days.
- vii) The bid 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.
- viii) EMD of unsuccessful bidder shall 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, so deposited.
- ix) In case tender is selected and prospective bidder withdraws from the bid during the validity period without the consent of the MMTC Limited, the EMD furnished, shall be forfeited.
- x) The bidder should enclose a signed copy of the terms & conditions of Bid, conveying his acceptance of the same.
- xi) 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). If any case is pending or is initiated against the bidder, may furnish details.

- xii) The SUCCESSFUL BIDDER shall have to provide 02 (TWO) new photocopy machines with scanning and set making facility of renowned brand such as Canon, Xerox, Konica Minolta, Ricoh, Toshiba. Old/RC machines are not acceptable. The specification of photocopy machine to be provided are given below :

S.No.	Specification	Minimum Requirement	Compliance
1	Speed in A4	35 PPM	YES/NO
2	Feeder Type	SPDF	YES/NO
3	Hard Disk (GB)	320 GB	YES/NO
4	RAM Size (GB)	4 GB	YES/NO
5	Scanning Feature	Yes	YES/NO
6	Scan to pen drive	Yes	YES/NO
7	Model of photocopier to be provided	Make.....	Model.....

- xiii) The SUCCESSFUL BIDDER shall have to provide two photocopy machines with scanning facility would be installed at MMTC, Alok Bharati Complex, 7th floor, Bhubaneswar, for undertaking the scanning of documents 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 and scanning beyond office hours and on weekly off / holidays.
- xiv) The bidder must be an authorized dealer of any reputed brand such as Canon, Xerox, Konica Minolta, Ricoh, Toshiba. Bid Specific Manufacturer Authorisation Form (MAF) from OEM must be enclosed with technical bid.
- xv) The number of photocopy with scanning facility machines may be increased or decreased as per the requirement of MMTC on awarding contract or during the currency of the contract. On successful conclusion of the contract under this tender by the L1 bidder(s) the contract may be extended once again for a further period and additional quantity under same tender conditions on mutual acceptance.
- xvi) MMTC do not commit fix (number or maximum) number of copies. The bidder must quote rates irrespective of the number of copies.
- xvii) 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.
- xviii) The SUCCESSFUL BIDDER shall be responsible for getting good quality of copies. MMTC shall have the right not to accept a copy and scanning of documents 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.

- xix) 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.
- xx) 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 operator.
- xxi) Successful bidder shall have to enter into an agreement with MMTC within 15 days of issuing Letter of Offer.
- xxii) The Contract Performance Guarantee (CPG) would be 5% of the contract value. The EMD of successful bidder shall be converted into CPG and the balance amount, if any, would be deposited within 15 days of Letter of Offer by the successful bidder. The successful bidder, who has not submitted EMD at the time participating in the bid being MSEs, shall submit the CPG within 15 days of Letter of Offer.
- xxiii) 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 misbehavior/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.
- xxiv) 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.
- xxv) 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.
- xxvi) Nothing in the agreement constitutes any fiduciary relationship between the MMTC and Selected Bidder / Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and selected bidder. No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the Agreement.

- xxvii) MMTC will not be under any obligation to the implementation successful bidder except as agreed under the terms of the Agreement.
- xxviii) 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.
- xxix) 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.
- xxx) 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.
- xxxi) The compensation, connected expenses and legal disputes between the firm and staff deployed and any foreseen casualty shall be born/settle by the SUCCESSFUL BIDDER and MMTC Limited in no way shall be party to the disputes shall have no liability on this account. It is also the SUCCESSFUL BIDDER's liability to provide wages as per minimum wages notified by central government under the minimum wages act,1948 and follow other statutory obligations. The proof of releasing wages to the operators through online mode,is to be submitted along with the bill by the SUCCESSFUL BIDDER .
- xxxii) 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.
- xxxiii) 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 Odisha.
- xxxiv) Arbitration Clause : Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, meaning, scope, operation or effect of

this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be final and binding on the parties". The law governing the contract shall be Indian Laws. The language of arbitration shall be English. The place and seat of the arbitration shall be at Bhubaneswar, ODISHA only.

- xxxv) MMTC and the Service Provider 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 contract or as may be required by law), any information, documents or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Service Provider will take reasonable precautions to safeguard property of the other entrusted to it.
- xxxvi) All notices, requests, demands and other communications under this Agreement shall be made in writing only and shall be deemed to have been duly given only if delivered by hand or is delivered to the registered address of the parties.
- xxxvii) The terms & conditions laid down in this Tender, subsequent contract with successful bidder and all annexure thereto as also the proposal and any attachments/annexes thereto shall be in consonance with and form an integral part of the contract.
- xxxviii) **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.
- xxxix) **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.
- xl) MMTC reserves the right to reject any or all the quotations without assigning any reason thereof.
- xli) 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.
- xlii) **TERMINATION CLAUSE** : MMTC reserves the right to cancel the agreement placed on the contractor and recover expenditure incurred by MMTC under the following:
 - a. If the contractor commits a breach of any of the terms and conditions of the agreement. The contractor goes into liquidation, voluntarily or otherwise.

- b. If the contractor fails to complete the assignment/deliver the services as agreed herein in the agreement and as per the time lines and guidelines prescribed in this contract and the extension if any allowed, it will be a breach of agreement. The MMTC reserves its right to cancel the agreement in the event of delay and withheld/forfeit amount from the pending bills as liquidated damages for the delay.
- c. In the event of the contractor 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 contractor passing any resolution or making of any order for winding up whether voluntary or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the agreement/contract with one notice to the party.
- d. In case the contractor fails to deliver the services as stipulated in the agreement/contract. MMTC reserves the right to alternate sources at the risk, cost and responsibility of the contractor.
- e. After award of the agreement, if the contractor does not perform satisfactorily or delays execution of the agreement MMTC reserves the right to get the balance agreement executed by another party of its choice by giving 07 days for the same. In this event, the contractor is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance agreement. This clause is applicable, if for any reason, the agreement is cancelled.
- f. MMTC reserves the right to recover any dues payable by the contractor from any amount outstanding to the credit of the contractor, including the pending bills under this agreement.

xliii) Consequences of Termination

- a. In the event of termination of the Agreement/contract due to any cause whatsoever, [whether consequent to the stipulated term of the agreement or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) /scope of work intended under the present contract which the contractor 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 contractor in relation to the execution/continued execution of the scope of the Agreement.
- b. Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.
- c. The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

FINANCIAL BID

S.No.	Description	Rates in Rs.
1.	Per Copy rates for scanning	
	TOTAL	

N.B. The rates to be quoted are inclusive of applicable GST.

Signature with seal of
the authorized signatory