

HLL INFRA TECH SERVICES LIMITED

Regional Off : B-14A , Sec-62, Noida , UP-201307

Tender Enquiry Document

Engagement of Photocopying Services at HLL Infra Tech Services Limited (HITES) Office at Noida

On –Line tenders thru’ CPPP Portal are invited from reputed bidders / service providers for providing photocopying services at HLL Infra Tech Services Limited, Corporate Office located at Plot No- B-14A, Sector-62, Noida-201307 (UP).

Tender documents may be downloaded from the official web site www.hllhites.com & <https://etenders.gov.in/eprocure/app>

Please carefully read & understand the e-tender procedure by following the URL [https://eprocure.gov.in/cppp/hassle free bid submission.pdf](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf)

Bid Details:

Introduction

Date of Uploading of Tender document on CPPP Portal (On-Line)	18 th Sept'2021
Last date and time for ON-Line submission of tender	18 th Oct'2021
On-Line Technical bid opening	19 th Oct'2021 : 1500 hrs (IST)
Address for communication / clarification (If any)	Dy. General Manager (HR &Admin), HLL Infra Tech Services Limited, B-14A, Sec-62, Noida-201307 (UP) hrnoida@hllhites.com 0120-4071540

Terms & Conditions

1. Eligibility Criteria :-

- Bidder should have at least 03 years experience of providing photocopy service in PSUs/ Central/ state government or any other local body. **(Please enclose 03 Work Orders of Value > 05 lacs per annum during last 03 FY's 2018-19, 2019-20, 2020-2(as proof)**
- Bidder should submit a declaration on their Letter Head , duly signed & stamped in regard to the following :-
 - Blacklisting from any organization.
 - Defaulted on any bank/financial institute loans
- Copy of valid GST & PAN No.

SCOPE OF WORK / SERVICES

Estimated Quantum of Monthly Work (⊗ As per past trends) – Rs.70,000/- per month. This is subject to variation of +/-15 % based on work load. However , there is no minimum guarantee of the work quantum.

The bidder shall provide, inter-alia, the following services of photocopying at HITES, Noida (UP) as per the following :-

1. The bidder will use the print material/paper-(>75 GSM)/ink/cartridge of acceptable quality.
2. The bidder shall keep adequate number of machines to bear the routine volume of the work . They would be responsible for their proper maintenance. All consumables & Maintenance is at the cost of Bidder.
3. The bidder shall engage adequate manpower for efficient services for photocopying services. Earmarked space & Electrical Power would be provided free of cost by HITES,
8. Timely completion of work allocated and whenever service required immediately respond even on holidays too.
9. The bidder has to install machines within 3 working days after award of contact.
10. The bidder should maintain day to day log book/copier record etc. which will be verified by the Admn/HR Deptt. of HITES regularly.
11. Working hours for the selected agency will be decided by HITES. However, the selected agency has to work even on Holidays and before / after office hours of HITES, as per requirement for which no additional payment will be made.

2. Two Bid System Tender

The e-Tender is a two-bid system :-

Part 1 :- Tech / Eligibility

Part 2 – Price Bid Only.

Both required specification in portal may be uploaded separately in pdf format only.

Part-01 (Technical / Eligibility Criteria):- Please UPLOAD (pdf) On-Line on Designated Folders

The technical offer should be complete in all respects and contain all information asked for, except prices. The Technical offer should include all components asked for in Annexure IV. The suggested format for submission of technical offer is as follows:

- Index
- Covering letter as per **Annexure I**
- The Company profile as per **Annexure II**
- Experience/Details of operation at present and the last 3 years as per **Annexure III**
- Technical Specs of the Proposed Equipment's (Multi Function , Hi Capacity , ADF , Net work , etc. as given in **Annexure IV**

Part-02 (Price Bid)

- The Commercial Offer (C.O) should give all relevant price information as per **Annexure V**(On-Line)

3. Costs

The PRICE offer should include the following:

- Rates quoted for different items at the photocopying facility center should be Unit Rate & GST applicable separately as per the format of Price Bid- Annexure-5 (PRICCE BID)

4. Period of Contract

The period of Contract is initially for 02 (TWO) years and can be extended for further additional ONE year based on satisfactory performance with No Cost Escalation.

5. Performance Security

The successful bidder has to submit the Performance Security within 21 days of issue of Purchase order, the bidder shall submit the Performance Security for an amount of Rs. 25,000/- (Rs. Twenty Five Thousands Only) valid up to two years after the date of completion of all contractual obligation by the bidder.

6. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, HLL Infra Tech Services Limited, Noida (UP) may, at its discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

7. Technical inspection and Performance Evaluation

HITES, Noida (UP) reserves its right to carry out a technical inspection and performance evaluation (bench marking) of the offers made for short listed bidders.

8. Verification

HITES, Noida (UP) reserves the right to verify any or all statements made by the vendor in the tender document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

11. Short listing of Bidders

HITES, Noida (UP) will shortlist technically qualifying bidders and the commercial offers of only these bidders will be opened on-line After opening Commercial Offers of the short-listed bidders, if there is a discrepancy between word and figures, the amount indicated in words will prevail.

12. Cancellation of Contract

HITES, Noida (UP) also reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy, viz. T & C of Contract , Sub-Standard Performance & provision of the required services by the bidder.

13. Resolution of Disputes

HITES, Noida (UP) and the vendor shall make every effort to resolve amicably, by direct negotiations, any disagreement or dispute arising between them under or in connection with the contract.

15. 14. JURISDICTION AND ARBITRATION:

- a) This TN shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of law.
- b) In the event of any question, dispute and or difference whatsoever arising under the TN/Agreement or in connection there-with including any question relating to existence, meaning and interpretation or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation failing which the same will be referred to the Sole Arbitration of any arbitrator appointed by the COO, HLL Infra Tech Services Limited whose decision shall be final and binding on both the parties. Subject to as aforesaid, the Arbitration and Conciliation Act, 1996 (amendment if any) and rules there under and any statutory modifications thereof for the time being in force shall apply to the Arbitrator proceedings. The cost of the Arbitration shall be borne by both the Parties. The Arbitration proceedings shall be held in Delhi/NCR only.

16. TERMINATION:

The Contract can be annulled / cancelled by both the parties upon providing a written & signed notice at least 60 days in advance with acknowledgement.

17. FORCE MAJEURE

(i) **Definition:**

For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the agreement impossible or so impractical as to be considered impossible under the circumstances such as COVID-19 or any pandemic etc.

(ii) **No Breach of Agreement/TN:**

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this tender, and (ii) has informed the other Party as soon as possible about the occurrence of such an event.

22. **EXEMPTION:** Bidder from SSI/ NSIC/ MSME Industries are exempted from submission of EMD & tender cost and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected. (refer Annexure –A)
23. **GST & PAN :** The Bidder should have valid GST registration number & PAN. GST on bills shall be reimbursed only after submission of challan copy/ copy of GST return as proof of remittance of GST by the Bidder.
24. Bids will be opened On-Line on CPPP Portal . The notification to this effect shall be published in HITES Web Site . Bidder's representative can join thru' On-Line Process.
25. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HITES office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
26. The bidder shall comply with all statutory enactments/provisions in relating to services offered by them.
27. **Penalty Clause:** No compromise shall be made by HITES towards punctuality, cleanliness, maintainence of machines, obedience, promptness, poor /inferior quality of work etc. If the service provider, at any point of time during official duty, fails to perform duties, as directed by HITES, the **Penalty of Rs. 5,000.00 (Rupees Five Thousand only)** will be imposed on each default instance. Recurring instance of such defaults exceeding 5 (five) instance would entail termination of contract and forfeiture of security deposit.

28. No advance payment is payable by HITES. The billing will be done on monthly basis with GST Invoice . The payment will be made only for slips which have been signed by the officer/staff using the facility. It will be the responsibility of the firm to get the slips signed by the officer/staff on a day-to-day basis.
29. Any other taxes, duties etc. if any to be introduced/withheld/amended by the Government after award of work by HITES, the same shall be reimbursed /deducted to/from the service provider.
31. **Bid Validity**: The bids shall be valid for 180 days from the date of submission of bids.
32. The successful bidder will not sublet the work assigned to them. In case it is found by HITES, then his contract will be terminated with immediate effect and Security Deposit will be forfeited.
33. Bid Security Declaration:- With respect to the provisions contained in the Tender Documents, interested bidders are required to sign “ Bid Security Declaration “ accepting that if they withdraw or modify their bids during the period of validity, or if they are amended the contract and fail to sign the contract or to submit a performance security before the deadline defined in the bid document, they will be suspended for the period of 6 months from being eligible to submit bids for contract with the entity that invited the bids.

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FORCE MAJEURE

A Force Majeure event means the occurrence of an event beyond the reasonable control of a Party, including without limitation fire, strike, labour dispute, war governmental restraint, expropriation, flood, earthquake, Pandemic such as Covid-19, lightning, storm, tempest, act of war, terrorism or to the extent it is beyond the reasonable control of a party, except to the extent that such an event is a result of the party's willful or negligent acts.

In the event of non-performance of any of the terms and conditions of this TN due to the happening Force Majeure event, neither party shall be held responsible to the other party for any loss or consequential damages, which may have been incurred due to such non-performance. The party desiring to rely upon any of the happening of a Force Majeure event for failure, default or delay in performance of its obligations shall give to the other party prompt notice in writing within 15 days of its occurrence of the happening of such an event and when the event cease to exist, giving prompt notice thereof to the other party in that regard.

PLACE:
DATE:

NAME AND SIGNATURE OF THE APPLICANT
(WITH OFFICE SEAL)

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INDEMINITY CLAUSE

If the Bidder fails to execute the order within the time prescribed for enter into contract so ordered or violates or infringes the existing rates as agreed to as mentioned in the work order, the Bidder shall and will indemnify the company against all loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-performance of contract at agreed rate and terms and conditions within the time specified in the work order. The company will initiate legal action if the bidder fails to execute the contract as per the schedule in the work order for the actual loss suffered. Responsiveness of the Bid shall be at the discretion of HITES.

Bid pronounced Non Responsive by HITES shall be summarily rejected.

The decision of HITES will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

Annexure –A

PREFERENCES FOR MSEs

1. HITES reserves the right for providing preference to SSI/ NSIC/ MSME Industries in terms of “Public Procurement Policy for Micro and Small Enterprises (SMEs) Order 2012”. Purchase preference for these SMEs will operate as follows:
 - This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - In this tender participating MSEs who quote within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise will be allowed to supply up to 20% of total tendered value. 20% of this 20% MSE tendered value (i.e. 4%), will be allowed to be supplied by SC/ST entrepreneur if they ready to match the L-1 price.
 - In case of more than one such MSEs, the order/contract shall be shared proportionately (to tendered qty).
 - In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.
2. Qualification criteria and other conditions mentioned in the tender are mandatory requirement and will not be relaxed for any reason.
3. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the item(s) as listed in this tender.

ANNEXURE-I

(Letter to HITES, Noida (UP) on the vendor's letterhead)

Dy. General Manager (HR & Admin)
HITES, Noida (UP)

Sub: Your tender for provision of photocopying services at HLL Infra Tech Services Limited , Noida (UP)

Dear Sir,

With reference to the above tender, having examined and understand the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the provision of photocopy services in HITES, Noida (UP) as detailed in your above referred tender.

We also hereby certify that we have never been blacklisted/banned/deregistered/debarred by any of the Govt. Authorities. We further confirm that the offer is in conformity with all the terms and conditions as mentioned in your above referred letter and enclosures. We also understand that the HITES, Noida (UP) is not bound to accept the offer either in part or in full and that the HITES, Noida (UP) has a right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(Name and Designation, seal of the firm) Date

ANNEXURE – II**COMPANY PROFILE / CHECKLIST TO BE FILLED BY THE PARTY**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information (Attach Proof).

S. No.	Item	Details
1.	Name of Firm/Bidder	
2.	Owner/Partner	
3	Certificate of Incorporation	
4.	Mailing Address	
5.	Telephone / Mobile numbers	
6	Year of Commencement of Business	
7	Name and designation of the person authorized to make commitments to HITES as a contractor	
8.	Contact details of the person authorized to make commitments to HITES	
9.	PAN & GST No.	
10	ITR Last three years	
11	Name of Govt. Deptt. where services are being rendered	
12	Minimum Three purchase order valuing Greater than 5 lacks Per Annam during last 03 FY.	
13	Bank Details with IFSC code	

Signature with seal

Annexure III

Experience/Details of operation at present and in the last 3 years

Name of the Firm/Bidder _____

Sl.	Name of the Client	Period of contract	Clients contact Details (including name, email phone no. and address)	Value of the Contract (in terms of billing per annum)	Remarks
1 .					
2 .					
3 .					

- **Attach – Min 03 Work Order Copies > Rs,05 lacs/ annum during last 03 FY's**

Signature with seal
(Name and Designation)

Annexure- IV

Technical Specifications of Proposed Equipment's (Major)

Signature with seal
(Name and Designation)

PRICE BID

Item No. 1: Kindly quote rates of each category/Size stated below.

Sl No.	Description of the services		Rate (Rs.)	GST (%) (if any)	Total including GST
01	Photocopy (Black)	A-4 – Single Side Per Printing Page			
		A-4 - Double Side Printing Per Page			
		A-3 – Single Side Printing Per Page			
		A-3 - Double Side Printing Per Page			
02	Lamination	For A-4 Size			
		For A-3 Size			
03	Spiral Binding	Up to 100 Pages			
		Above 100 Pages			
04	Rexine Binding	Up to 100 Pages			
		Above 100 Pages			

Signature with seal
(Name and Designation)
Date: