



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
Phone No. +91 11 24362200, 24366305, 24360527, Fax +91 11 24364587

No.MMTC/CO/Photosate/Konica-2019

Date : 29/08/2019

SUB : Tender for Maintenance Contract of Photocopiers.

MMTC Limited, a Government of India Enterprise is inviting sealed quotation for maintenance (FSMA) of 11 (Eleven) Digital Konika Minolta photocopier and 03 (three) Kyocera from authorized distributors/service centers of Konika Minolta and Kyocera Photocopiers placed at Corporate Office, Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 having experience during last three years in Govt. /Semi Govt. /PSUs /MNC organization. Bidders have minimum turnover of Rs.50,00,000/- (rupees Fifty lac only) per year during each of the last three years (valid and certified proof has to be attached). AMC for the photocopier are at annexure – A.

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 an 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.

The scope of work and General Instructions for Tenderer

1. Photocopier machines of different makes/brand (as per Annexure – A) installed in the office of MMTC. The maintenance work will have to be carried out in the premises of the MMTC.
2. The “maintenance contract” shall be comprehensive in nature and shall, therefore, essentially include servicing and repairs/replacement of any or all parts/spare parts (genuine company brand) including supply of toner/drums/ developer during the currency of the contract at the exclusive risk, responsibility and the cost of the contractor. In a nutshell, it shall be the responsibility of the successful bidder/Contractor to carry out the requisite servicing and all sorts of repairs and also provide genuine OEM spare-parts of the machine and to keep them in proper working condition throughout the period of contract.

3. The number of photocopier may increase or decrease. However, the payment will be made in respect of the photocopiers actually maintained/repaired.
4. The approved rates on the basis of quotations, will be valid for the entire period of contract and no increase in rates shall be entertained during the currency of contract under any circumstances whatsoever.
5. The tenderer shall quote per copy charges, which will include the maintenance charges for maintaining the machines including the plastic parts in proper order throughout the contract period. Under FSMA, per copy charges will be paid to the Contractor on pro-rata basis depending upon the number of copies taken from the machines on quarterly basis.
6. Immediately on award of contract, the successful bidder shall furnish a certificate taking over all equipment (giving their configuration). It shall be the responsibility of the successful bidder to keep all the machines in satisfactory working condition and also to hand over the machine to the department in working condition on the expiry of the contract. In case any damage on the photocopy machines is found/noticed, compensation which would be determined by MMTC will have to be paid by the Contractor.
7. The number of photocopy machines may vary from time to time during the contract due to addition of new machines after warranty period or due to scrapping of old machines.
8. The machines shall be taken over under FSMA by the selected bidder on "as is where basis". No extra payments whatsoever even for any initial repair, if any, will be made to the successful bidder/contractor. Successful bidders may inspect the machines before quoting.
9. Incomplete tender in any form will summarily be rejected outright. The tenderer should not be blacklisted from any government department/undertakings. An undertaking as per enclosed proforma to this effect should be enclosed with the technical bid.
10. On receipt of complaints, the contractor bidder shall have to attend the same and rectify the defects on the same day, but in any case, should not take more than two working days, failing which a penalty of Rs.200/- per day per photocopier will be imposed.
11. It will be the responsibility of the contractor to ensure supply of genuine spare parts and consumables of the machines and to keep all machines in working condition all the times.
12. The bidder has to submit EMD of Rs.10,000/- in the form of Demand Draft from any of the scheduled bank drawn in favour of MMTC Limited payable at New Delhi and no claim shall lie against the MMTC in respect of erosion in the value or interest on the

amount of EMD or Security Deposit. The EMD of unsuccessful bidder will be returned after completion of bidding process and award of work.

13. Successful bidder shall have to enter into an agreement with MMTC wherein other terms and conditions will be mentioned and shall have to deposit interest free performance guarantee of Rs.25,000/- in favour of MMTC Limited payable at Delhi which will be refunded within three months from expiry of agreement.
14. In case of successful bidder declines the offer of contract, for whatsoever reason, his EMD will be forfeited.
15. The engineer deployed by the Successful bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the MMTC property/person.
16. Each page of the tender document should be signed and stamped by the bidder in acceptance of the terms and conditions laid down by the Department.
17. Initially the contract will be awarded for a period of one year from the date of award, which can be extended for one year subject to satisfactory services of the firm on the same rates, terms & conditions.
18. MMTC reserves the right to cancel the agreement/contract placed on the selected bidder and recover expenditure incurred by MMTC under the following
 - a. The selected bidder commits a breach of any of the terms and conditions of the bid/subsequent agreement. The bidder goes into liquidation, voluntarily or otherwise.
 - b. If the selected bidder fails to complete the assignment/deliver the services as agreed herein/subsequent agreement and as per the time lines and guidelines prescribed in this TENDER and subsequent Agreement 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 forfeit the bid security/Performance security deposit as liquidated damages for the delay.
 - c. In the event of the successful bidder 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 successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the bidder/successful bidder 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 selected bidder 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 selected bidder.
- e. After award of the agreement, if the selected bidder 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 *(period- to be specified by the division)* for the same. In this event, the selected bidder 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 selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the performance security deposit under this agreement.

19. 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 tender which the successful bidder 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 successful bidder 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.

20. Payment shall be made on submission of bill on the basis of reading duly certified by the Concerned Division of MMTC, using the photocopier.

21. MMTC intends to award the contract to single firm for smooth functioning of the machines. Hence, rate for each and every brand are essentially required to be quoted in the bid. The rate quoted for each brand would be multiplied by the number of photocopy machines and the figure arrived at for each brand, would be treated as the

parameter for L-1 rate. The contract will be awarded to a single bidder keeping in view of this overall lowest (L-1) rates.

22. INDEMNITY: 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.
23. Taxes and duties : All statutory dues, taxes, duties, levies, excises, cesses and VAT, GST etc. which may be imposed by the Central Govt. and / or local authorities shall be paid by the successful bidder ; and successful bidder undertakes to keep the MMTC indemnified against any liability arising on account of excise, sales tax, turnover tax, purchase tax, VAT, GST (which ever applicable) and other statutory local taxes levies including penalty, interest levied by any statutory authorities and payment / settlement of such taxes / levies demanded by concerned authorities shall be the exclusive responsibility of the successful bidder during the currency or conclusion of the contract. Any type of liability arises, if any, during the transaction/contract period or in future which is associated directly or indirectly with the transaction execution herein will be on account of successful bidder who shall accept it without any demur or protest.
24. Compliance with Laws : The Selected Bidder shall comply with the laws in force in India in the course of performing the Agreement/contract.
- (a) During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender/agreement documents.
- (b) If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent agreement, in such event, the successful bidder will be solely liable to face the consequence of violation,

inasmuch, the successful bidder may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

25. Modification : Any modification of the Contract/agreement shall be in writing and signed by an authorized representative of each Party which shall form the part the existing contract.
26. No Assignment : 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.
27. Waiver :The failure of either party to enforce or to exercise at any time or for any period, any term of or any right pursuant to this tender/agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.
28. Publicity :_The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Agreement unless the MMTC first gives its written consent to the selected bidder.
29. Conflict of interest : The Bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict
30. Relationship between the Parties :
 - a. Nothing in the Agreement constitute any fiduciary relationship between MMTC and Selected bidder/Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and selected bidder.
 - b. No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the Agreement.
 - c. MMTC will not be under any obligation to the implementation successful bidder except as agreed under the Terms of the Agreement.
31. CONFIDENTIALITY AND SAFEGUARD OF PROPERTY :_MMTC and Sucessful bidder 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 agreement 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 Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

32. **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.
33. **CONCILIATION / ARBITRATION** : 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.
34. **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 three 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.

35. **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.
36. **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.

Interested parties may quote per copy rate on their letter head as per Annexure-B, incorporating the details mentioned below :

1. Per copy rate
2. PAN Card Number
3. Service Tax Number
4. GST Registration Number.
5. Banker's name and Account Number
6. Number and date of authorization by Konica Minolta and Kyocera
7. Details of Past Experience in the same trade (Please enclose copies of orders received from Govt. /Semi Govt. /PSUs /MNC organization.
8. Turnover of the last three years
9. In case the party is registered with Ministry of MSME/ its authorized agencies, required to submit registration certificate and store details in addition to above.
10. Turnover of the Company

Offers should be accompanied with the copies of all the above relevant documents and DD/BC of Rs.10,000/- payable to MMTC, New Delhi as EMD otherwise the offer shall be rejected. The earnest money of the firms, whose quotations are not approved, will be refunded as early as possible.

Sealed quotations may be dropped in a tender box kept at 2nd floor, Administration Division latest by 03.00 p.m. on 21st August, 2019. The quotation will be opened on 22nd August, 2019 at 11.30 a.m.

MMTC reserves the right to reject or all the offers without assigning any reason.

Chief Manager (Admn.)

New Delhi.

ANNEXURE - A

S.No.	Model No.	QTY
1	DI-3010 (Konica Minolta)	06
2	Bizhub 350 (Konica Minolta)	03
3	Bizhub 363 (Konica Minolta)	02
4	FS-6025 (Kyocera)	01
5	TASKalfa-3010i (Kyocera)	02

Annexure – B

1	Name of the firm		
	Address (With Telephone No.)		
	Contact Person with Mobile No.		
	E-mail address		
2	Status Proprietary/Partnership/ Pvt./ Public Ltd. Co.		
3	PAN Number (Enclosed copy of Pan No.)		
4	TIN/Service Tax No. (Enclose copy of TIN/Service Tax No.)		
5	GST Registration Number or proof of applied for registration under GST.		
6	Details of Past Experience in the same trade (Enclose copies of orders received from Govt. /Semi Govt. /PSUs /MNC organization.		
7	Banker's Name and Account Number		
8	Earnest Money of Rs.10,000/- paid vide		
9	Registration No. with MSME/NSIC (Copy enclosed)		
10	Turnover of last three years (Enclosed copy of balance sheet and profit & loss account)		
11	Rate Per Copy	For Kinoca Minolta	
		For Kyocera	

The rates quoted should be excluding applicable prevalent taxes

Declaration:

I hereby certify that the information furnished above is full and correct to the best of our/my knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not be allowed to have any dealing with the MMTC in future.

(Signature with Stamp of Tenderer)