



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)

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No.MMTC/Admn/FAX/AMC/2017

May 04' 2017

Dear Sir(s)

Sub: Quotations for maintenance of 29 no. of Fax Machine

MMTC Limited, a Govt. of India Enterprise, having its registered office in SCOPE Complex, Lodi Road, New Delhi-110003 is engaged in trading of various commodities both in domestic and international markets. Quotations are invited for maintenance of 29 no. of Fax Machines of various models in sealed envelope from experienced and professionally competent Contract Agencies having valid licence/certificate for maintenance and minimum experience of 3 years in relevant field and have performed/performing such services in reputed organizations/Govt organizations/Public Sector Undertakings. The terms and conditions are enclosed.

Agency(s) interested to participate in the tender may submit their quotations along with required documents detailed below and demand draft/bankers cheque for a sum of Rs. 5,000/- (Rupees five thousand only) as EMD drawn in favour of MMTC Limited, New Delhi on or before 29.05.2017 latest by 1600 hours (IST) and addressed to Shri S.B. Mathpal, Additional General Manager(A), MMTC Limited, Core No.1, SCOPE COMPLEX, Lodi Road, New Delhi-110003 and drop the same in the tender box kept at 2<sup>nd</sup> floor in Administration Division.

1. The bid offered should include the following details supported with documents :

- a) Name of the firm
- b) Name(s) of the Proprietor/Partners
- c) Business address of the firm
- d) 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.

- e) Copy of PAN Number
- f) The earnest money of Rs.5,000/- (Rs. Five thousand only) through a demand draft / pay order in favour of MMTC Limited payable at New Delhi.
- g) 15 digits Service Tax Code Number / VAT Account Number/TIN No. as applicable.
- h) In case the party is registered with Ministry of MSME/ its authorized agencies, registration certificate and store details in addition to above is required to be submitted.

2. The all inclusive rates quoted should be both in words and figures.

The envelope containing tender documents should be superscribed "Quotation for Maintenance of 29 no. of Fax Machines. Bids will be opened on 29.05.2017 at 16.30 Hrs.

The agencies, if so desire, may depute their authorized representatives at the time of opening of bid on 29.05.2017 at 1630 hrs.

Thanking you,

Yours faithfully,

(SB Mathpal)  
Additional General Manager(A)

“ Quotations for maintenance of Fax Machines 29 no. of various models”

## **GENERAL TERMS & CONDITIONS**

- 1) The contract will be valid for the period of two year w.e.f 01/06/17 to 31/05/19.
- 2) During the period of contract a qualified and experienced Technician would be made available by the company as and when need arise at MMTC office located at Scope Complex, Lodi Road, New Delhi – 110003 on all working days between 9.30 AM to 6.00PM to attend day-to-day faults.
- 3) During the period of contract, the company shall provide maintenance services at the premises of the MMTC's in respect of Canon, Panasonic and Modi, Xerox Fax machines etc.
- 4) In consideration of the aforesaid services, MMTC shall pay to company annual services charges.
- 5) During the period of contract the company shall provide all spare parts, reoccurred will be replaced free of cost except consumables like ribbon roller, Tonner TPH, Cartridge, Ink Cartridge, carriage unit, fuser assembly, and plastic/molded rubber parts, which are not covered under AMC.
- 6) That the Company's personnel will at all times comply with all security regulations in force from time to time at MMTC premises and externally for material belonging to MMTC.
- 7) 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 within 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 pr 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.

- 8) **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 Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the 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.

- 9) **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.
- 10) In case of emergency the technician is to be made available on holidays also.
- 11) The Contractor will submit their monthly bills after the end of each month and the payment would be released on satisfactory performance of service. After deduction of statutory charges like TDS etc. if applicable.
- 12) Copy of VAT/Sales Tax Registration Certificate shall be submitted (if applicable).
- 13) The period of contract shall be of two(2) years from the date of commencement of the Contract which can be extended with mutual consent subject to satisfactory services . However, MMTC reserves the right to terminate the contract without assigning any reason in case the services are found to be unsatisfactory and not upto the mark
- 14) A demand draft/bankers cheque for Rs. 5,000/-(Five thousand only) as EMD drawn in favour of MMTC Limited, New Delhi is to be submitted alongwith the quotation without which the quotation will not be accepted.
- 15) In case of unsuccessful bidders the EMD amount would be refunded to the parties without any interest.
- 16) 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 Casts (SC)/Scheduled Tribes (ST) entrepreneurs. Preference and benefits as applicable will be given to firms registered with the Ministry of MSME as per guidelines prescribed under MSMEs Act, 2006.

Signature  
Name & Address of the bidder  
(with official)

Place:

Date:

