

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
VIKRAM SARABHAI SPACE CENTRE (VSSC)
THIRUVANANTHAPURAM**

**Tender for Rate Contract for Non Comprehensive AMC for Konica
Minolta Machines (25 types) for 2 years**

Bids to be submitted online

**Tender No.: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202300222101 dated
19-05-2023**

A. Tender Details

Tender No : **VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202300222101**

Tender Date : **19-05-2023**

Tender Classification: **SERVICES**

Purchase Entity : **PURCHASE UNIT I (MAIN PURCHASE)**

Centre : **VIKRAM SARABHAI SPACE CENTRE (VSSC)**

Rate Contract for Konica Minolta Machines (25 types) for 2 years

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A.1 Tender Schedule

Bid Submission Start Date : **19-05-2023 18:00**

Bid Clarification Due Date : **13-06-2023 14:00**

Bid Submission Due Date : **14-06-2023 14:30**

Bid Opening Date : **14-06-2023 14:30**

B. Tender Attachments

NA

Instructions To Vendors

1. Terms and Conditions for Concluding Rate Contract

1. Any damages happened to VSSC employees/property due to negligence from you/your work force, will be to your account.

2. Applicable Law: This Rate Contract shall be interpreted, construed and governed by the Laws of India.

3. Arbitration:

In the event of any dispute(s), difference(s) or claim(s) arising out of or relating to the interpretation and application of the Contract, such dispute(s) or difference(s) or claim(s) shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute(s), then the unresolved dispute(s) or difference(s) or claim(s) shall be referred to the Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation (Amendment) Act 2015. The arbitration shall be conducted in Thiruvananthapuram in the Arbitration and Conciliation Centre, Thiruvananthapuram (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the SERVICE PROVIDER during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Service Receiver or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

4. FALL CLAUSE:

The price charged for the service covered against this Rate Contract by the Contractor shall in no event exceed the lowest charge at which the Contractor perform similar services or offer to do such services to any other party/parties during the validity of the Rate Contract. If at any time during the said period, the Contractor reduces the charge of such services to any other party/parties, the Contractor shall forthwith notify such reduction of charge to Sr. Head, Purchase and Stores, VSSC. The charge payable under this Rate Contract for the services done after the date of coming into force of such

reduction of charge shall stand correspondingly reduced.

5. Goods & Service Tax: GST rate shall be clearly mentioned in your offer. All Tax invoices issued by you shall invariably bear your GST Registration No. (GSTIN) and the applicable GST rates.

6. Jurisdiction: The Courts of Thiruvananthapuram only shall have jurisdiction to deal with the award and decide any matter relating to the disputes arising out of this Rate Contract.

7. L.D. CLAUSE/Completion Period: The delivery date stipulated in the order is the essence of the contract. If the contractor fails to fulfill his commitment within the time specified in the order or any extension thereof, the purchaser shall recover from the contractor as Liquidated Damages a sum of one half of one percent (0.5%) of the order value or part thereof the unmaintained portion for each calendar week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the contract price of the unit so delayed. In case of AMCs, breakdown maintenance will be deemed to have been completed only when all its components, parts are also repaired/ all works are completed. If certain components are not repaired in time/not completed, the maintenance will be considered as delayed until such time as the missing parts are repaired/serviced/completed.

8. MODE OF OPERATION/ SCOPE OF WORK: Mode of operation/ scope of the contract is clearly mentioned in the technical documents.

9. MODIFICATIONS:

Any modification to this Rate Contract can be made only with the written consent of the Parties. VSSC reserves the right to delete / drop any line item/service during the validity of the Rate Contract. During the Currency of Rate Contract, the parties agree to delete/drop any line items from the Rate Contract.

10. PAYMENT TERM:Our normal payment term is 100% payment on pro-rata basis/within 30 days of completion of delivery/ Submission of Service Completion Report against each Purchase/Work Order. You shall clearly mention your Bank Account details, PAN Card No., GST registration No., Udyog Adhar No. etc. in your bills while submitting for payment.

11. Period: RC is concluded for a particular period and during the currency of the Contract, supply Orders will be placed on you as and when requirement arises. VSSC will not commit any assured quantity for each year. Supply Orders placed till the last day of the validity (though received by the Supplier after expiry date) shall be honored and executed.

12. Publicity:

No publicity of any kind whatsoever regarding this contract shall be given by Contractor without prior permission of the Department.

13. Secrecy and Non-Disclosure Agreement:

All the documents, drawings, specifications, formats, and data issued by VSSC in connection with the execution of the contract shall be handled with utmost care and caution by the Contractor/his work force and shall remain the property of VSSC and shall not be passed on or sold or disclosed to third parties for any exploitation, commercial or otherwise without the express written permission of VSSC.

14. SECURITY DEPOSIT: You shall submit a Bank Guarantee (as per format attached) in Rs. 200/- Non-judicial stamp paper, obtained from a Nationalized/ Scheduled Bank equivalent to 3% of RC value, towards Security Deposit, valid for a period of 60 days beyond the date of completion of the work contract obligations. The Security Deposit shall be submitted within 2 weeks from the date of receipt of individual Work Order.

15. Termination and Short closing of Contract:

Under the normal circumstances, Termination/Short Closing of the Contract is not foreseen. However, in case of continued non-performance of the Rate Contract resulting inordinate delays and violations of any terms and conditions or that the work performance is not meeting the norms of Quality standards of VSSC, VSSC reserves the right to terminate the Contract wholly or partly by giving written notice of not less than 30 days.

16. The entry to VSSC will be controlled by CISF on all VSSC working days from 8.45 AM to 5.15 PM. You/your persons shall strictly adhere to their instructions/guidelines.

17. The work shall be completed with utmost care. If any damage happens to our property/personnel due to your negligence, such damages will be to your account. You have to follow VSSC security rules and guidelines. The work shall be completed strictly as per the instructions given by VSSC Contract Manager.

18. VSSC also reserves the right to enter into parallel Purchase Order/Rate Contract or Adhoc Order / Contract simultaneously or at any time during the currency of the Rate Contract with one or more suppliers.

19. VSSC reserves the right to terminate the Rate Contract at any time without any reason by giving one-month notice.

20. VSSC will not provide any transportation, canteen and medical facilities to the work force provided by the contractors. You/your work force do not entitle for any claim in future for temporary/permanent employment in VSSC.

21. You have to follow all statutory rules/Govt. Orders with regard to safety of your work force including insurance, labour rules, PF rules, Minimum Wages Act etc., applicable from time to time. You have to take valid insurance for accidents etc for your employees and a copy of the same shall be provided to

us. The Insurance coverage shall be renewed timely by you.

2. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority.

Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

2. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.

3.

Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of order.

C. Bid Templates

C.1 Technical Bid - Rate Contract for Non Comprehensive AMC for Konica Minolta Machines (25 types) for 2 years

1. Rate Contract for NC AMC for Konica Minolta machines(NA)

Item specifications for Rate Contract for NC AMC for Konica Minolta machines

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Rate Contract for NC AMC for Konica Minolta machines for a period of 2 years		-		

Document : Price format for 25 types of machines

Document : Scope of work and terms & Conditions

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Rate contract for Non comprehensive AMC of Konica minolta Machines (25 types)	2 years	Yes / No / Explain		

Supporting Documents required from Vendor

1. OEM Authorization Certificate

2. Approved price list of Essential spare parts for each machine

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Separate AMC orders will be issued against this RC	Yes / No / Explain	
2	Separate AMC orders will be issued against this RC	Yes / No / Explain	
3	All Terms & Conditions as per Annexure A & B	Yes / No / Explain	
4	All bidders shall mandatorily upload duly filled Annexure A & B, affixing seal & signature on all pages conveying acceptance on all Terms & Conditions..	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Rate Contract for NC AMC for Konica Minolta machines(NA)	1.00 Lot		-		

Common charges (Applicable for all items)

Freight charge	
P&F Charges	