



Regional Office, 8-11, Jhandewalan Flatted Factories Complex, Rani Jhansi Road Delhi-110 055 (INDIA)

Phone No. 011 23516909 ,23528513 Fax 011 23671369, 23633175

TENDER NO.MMTC/DRO/A&H/AMC (LASER)/2016

DATED 06/04/2016

Closing on 22.04.2016 at 4.00 pm

MMTC LIMITED, JHANDEWALAN INVITES SEALED OFFERS FOR AMC OF LASER MARKING MACHINE IN ASSAYING & HALLMARKING CENTRE AT JHANDEWALAN, NEW DELHI

COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM MANAGER(A&H) OR CAN BE DOWNLOADED FROM OUR WEB SITE:

www.mmtclimited.gov.in

&

<https://eprocure.gov.in>

OPEN TENDER NOTICE

MMTC LIMITED

**F8-11 FLATTED FACTORIES COMPLEX JHANDEWALAN,
RANI JHANSI ROAD, NEW DELHI-110055.**

Tender No. MMTC/DRO/A&H/AMC (LASER)/2016

- 1.0 MMTC Limited, Delhi Regional Office (DRO), Jhandewalan invites sealed offers from reputed firms for AMC for Laser Marking Machine Quantum make in Assaying & Hallmarking Centre at Jhandewalan, New Delhi 110055
- 1.1 Last date for obtaining of tender documents is 22/04/2016 at 12.30 p.m.
- 1.2 Last date of submission of bid in sealed cover by 22/04/2016 at 4.00 pm.
- 1.3 The tender shall be opened on 22/04/2016 at 4.30 pm
- 1.4 Your offer should be submitted in sealed envelope, superscripted "MMTC/DRO/A&H/AMC (laser)/2016.
- 1.5 Tender document containing detailed terms and conditions can be taken over in person from the office at the above mentioned address. Tender documents can also be downloaded from our website www.mmtclimited.gov.in and <https://eprocure.gov.in>
- 1.6 MMTC Limited reserves the right to accept or reject any/all offer(s) in part or in full without assigning any reason whatsoever.
- 1.7 PLEASE ADHERE STRICTLY TO THE DATES MENTIONED IN THE DOCUMENT.

TERMS & CONDITIONS

2.0 GENERAL CLAUSE:

- 2.1 Duration of the agreement will be **ONE YEAR** w.e.f. the date of technically & commercially cleared order.
- 2.2 The contract may be reviewed for further period of one year with same terms and conditions provided. MMTC is satisfied with the services of service provider Agency.
- 2.3 The schedule of visits for preventive maintenance will be fixed mutually **Once in every Month** for the laser Machine
- 2.4 **In addition the above visits all break down calls be attended and rectified irrespective of number of visits.**
- 2.5 MMTC shall be entitled to terminate the agreement at any time during its pendency on giving one month advance notice.
- 2.6 Equipments & Services covered is:-

LASER MARKING MACHINE

Vendor may visit the site, if required before submitting the quote.
- 2.7 Rate should be quoted inclusive of all taxes
- 2.8 Payment will be done on half yearly basis. No advance payment will be given to service provider.
- 2.9 Last date for submission of quotation/rate at MMTC Jhandewalan, New Delhi in seal envelope is on 22/04/2016 at 4.00pm
- 2.10 Tender should be in the prescribed format and all papers of tender to be signed and sealed.

3.0 OPENING OF TENDERS:

- 3.1 The last date of receipt of quotation is as specified above. The bid(s) will be opened on 22/04/2016 at 4.30pm in office in the presence of representatives of tenderers' who choose to be present.

3.2 Late/Delayed tenders are liable to be rejected.

3.3 In case any unscheduled holiday occurs on prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.

4.0 COMMENCEMENT OF AMC PERIOD:

4.1 The AMC period will commence from the date of contract signed with MMTC Limited, Jhandewalan, New Delhi.

5.0 PAYMENT TERMS:

5.1 50% payment may be released after six months and balance after expiry of contract.

6.0 LATE/DELAYED/UNSOLICITED QUOTATION

6.1 Late or delayed quotations are liable for rejection.

7.0 ACCEPTANCE OR REJECTION OF OFFER:

7.1 MMTC Limited reserves the right to accept or reject any quotation/tender in part or full without assigning any reason thereof.

8. FORCE MAJEURE:

- a) If at any point of time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract 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. Any waiver/extension of time in respect of the AMC.
- b) If operation of such circumstances exceeds three months other party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- c) The party who is unable to fulfill its obligations under the present contract must at the earliest or latest within 15 days of occurrence of any of the causes mentioned in the clause shall inform the other party of the existence or termination of the circumstances

preventing the performance of the contract. Certificate issued by the Chamber of Commerce or any other competent authority connected with the case in the country of either party shall be sufficient proof of the existence of the above circumstances and their duration. Now, availability of raw-material shall not be an excuse to the suppliers for the no performing their obligation under the contract.

9. ARBITRATION:

- a) 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 and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act – 1996 shall apply to such arbitration proceedings.
- b) The venue of arbitration shall be New DELHI.

10. OTHERS:

- a) Quotation must be clearly written or typed without any cutting or over writing. All cutting/over-writings must be initialed and stamped.
- b) All correspondence in this regard must bear our reference number, failing which queries can not be answered to.
- c) Conditional tenders/discounts etc. may not be accepted.
- d) Printed conditions of the quotation shall not be binding on us.
- e) The acceptance of the quotation/offer will rest with the MMTC Limited who does not bind to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received, or to waive off any condition without assigning any reason.

11. ADDRESS: for communication

The outer cover of tender should be addressed to :-

**Add. General Manager,
MMTC Limited, F 8-11, Flatted Factories Complex,
Jhandewalan,
Rani Jhansi Road,
New Delhi-110055.**

The cover shall properly mention in bold letters “Sealed Tenders for AMC” and should specify our reference number and due date of receipt/opening and description of item.