



**Tender Reference Number: MMTC/CO/COMP/PUR-PC-PRN/2015-16/1299**  
**Dated: 11/03/2016**

**For Supply of**

**Desktop PCs, MS-Office 2016 Std, Colour Laser Printer (network), Multi-functional  
Printer (network)**

**At**

**Computer Division, 5th Floor, C.O.,  
MMTC LIMITED, Core-1 Scope Complex,  
7 Institutional Area, Lodhi Road, New Delhi-110003.  
Phone No. 011-24362200**

## INVITATION FOR TENDER OFFER

MMTC Limited invites sealed tender offers from eligible vendors and their authorised distributors/resellers/dealers for supply of Desktop PCs, MS-Office 2016 Std, Colour Laser Printer(network), Multi-functional Printer (network) with related accessories as per the **technical specifications and details given in Annexure-A** below.

The copy of tender document may be downloaded from website <http://www.mmtclimited.com> and <http://www.eprocure.gov.in>

Corrigendum to this Tender, if any, shall be published in the above mentioned websites only.  
The details are as given below:

Tender Reference	<b>MMTC/CO/COMP/PUR-PC-PRN/2015-16/1299</b>	Dated
	11.03.2016	
Technical Bid	<b>As per Annexure -A</b>	
Commercial Bid	<b>As per Annexure -B</b>	
Start Date for Tender document download	<b>11.03.2016, 12.00 Hrs.,</b>	
Last Date and Time for receipts of tender offers	<b>21.03.2016, 12.00 Hrs.,</b>	
Bid Opening Technical	<b>21.03.2016, 12.15 Hrs.,</b>	
Bid Opening Commercial	<b>21.03.2016, 17.00 Hrs.,</b>	
Address of Communication	<b>Praveen Kumar Srivastava Manager (Systems) MMTC Limited Core-1 Scope Complex, 5<sup>th</sup> Floor, Computer Division New Delhi - 110003</b>	
Contact Telephone Numbers	<b>Phone: 011-24361560, 011-24381343</b>	

All the pages of offer should be numbered, signed by the authorized official. Contact details, Contact person, email id and phone no. of the authorized signatory of offers must be clearly mentioned.

## **TERMS AND CONDITIONS OF THE TENDER**

### **1. Eligibility Criteria: -**

1. The vendor must be an OEM or authorised distributor/dealer/retailer/reseller/partner of the OEM.
2. The Bidder company/company's/service provider should be registered in India. Certificate of Incorporation, Copy of PAN, Service Tax Registration (CST/LST as applicable), Copies of Articles of Association & Bye laws (in case of registered firms) and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted.
3. The Bidder company/firm should be financially sound i.e., it must have made profits in last financial year. (Copy of Audited financial statements, CA Certificate and directors' reports for 2014-15 year should be enclosed).
4. The Bidder Company should have successfully supplied comparable hardware / software to at least Two (2) organizations. (Copies of Work Orders are required to be submitted along with the bid.).
5. The Bidder company/firm should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.
6. The bidder should not have been blacklisted by any PSU/Govt Deptt. (Undertaking in this regard has to be submitted).

### **2. Delivery and Installation:-**

The complete Equipment/items ordered should be delivered and installed within **two(2) weeks from the date of purchase order.** If the system is not delivered and installed by the mutually agreed date of delivery, MMTC reserves the right to cancel the purchase order.

### **3. Penalty for delay:-**

For any delay in installation and commissioning of the ordered items, MMTC Limited will charge penalty @ 0.5% of the order value per week or part thereof, subject to a maximum of 10%.

### **4 Warranty: - Three years Onsite warranty.**

### **5. Payment Terms: -**

**MMTC Limited will make 100% payment thru e-payment mode on installation/ configuration of equipment.**

**For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode.**

**The payment shall be made after deducting necessary taxes applicable, if any.**

### **6. PERFORMANCE GUARANTEE:- As per Annexure -C**

The successful bidder is required to submit a Performance Guarantee as per Purchaser's prescribed Performa on an appropriate value of stamp paper within a period of 15 days from the date of written notification of award to be made to the Bidder, calculated at the rate of ten percent (10%) on the work ordered value. This will be issued by a scheduled

commercial bank other than Co-operative bank or Gramin bank, having net worth of at least Rs. 500 crore and capital adequacy ratio of 9%, valid until the termination of the warranty period. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.

**Others:-**

**1.**

- i. No upward revision of price will be acceptable even if any duty structure or tax structure changes or there is fluctuation in rupee dollar rates.
- ii. Vendors will pass on to MMTC all fiscal benefits arising out of reductions in Government levies, viz. Sales Tax, Excise Tax, Excise Duty, Customs Duty and Octroi
- iii. Technical specifications for the products are as per ANNEXURE-A.
- iv. Price for the items should be quoted inclusive of all the taxes/VAT/octroi and taxes applicable and should be clearly specified.
- v. The offer must be made in Indian Rupees only; all costs should be given in Figures and Words.

**2. Indemnity**

Vendor shall indemnify, protect and save MMTC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by him.

**3. Publicity:-**

Any publicity by the vendor in which the name of MMTC is to be used should be done only with the explicit written permission of MMTC Limited.

**4. Force Majeure:-**

The Force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, Acts of God, Acts of Government, etc.

The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the supplier shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and establish that such an event is not attributable to any failures on its part

**5. Arbitration:**

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be New Delhi.

**MMTC reserves the right to accept/reject any or all of the offers without assigning any reason whatsoever.**

(On Company's Letter head)

**Annexure-A**

Tender Reference Number: **MMTC/CO/COMP/PUR-PC-PRN/2015-16/1299** Dated: 11/03/2016

**Technical Specifications**

**Desktop**

Windows -Desktop having Intel Pentium processor – i5; Intel Chipset or equivalent chipset; 4GB DDR-III 1600MHz or higher expandable upto 8 GB; Integrated sound and graphics controller, Gigabit Ethernet controller; 500 GB or higher SATA III HDD 7200 rpm; Dual layer DVD writer; 104 Keys OEM Keyboard and OEM Optical Scroll Mouse; Micro ATX chassis with suitable power supply; 18.5" or higher TFT LCD Monitor with TCO 06 Certified; Preloaded with OEM Pack Windows 8 Professional (64 bit), all necessary Plug-ns/utilities and driver software, bundled in CD/DVD Media. (Three years warranty)

**Colour Laser Printer (network) - HP M252 DW (wireless with network and duplex) or equivalent**

**Multi-functional Printer (network) – HP M176N or equivalent**

**MS-Office 2016 Std**

**Authorized Signatory**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_

**Dated:**

(On Company's Letter head)

Tender Reference Number: MMTC/CO/COMP/PUR-PC-PRN/2015-16/1299 Dated: 11/03/2016

**ANNEXURE –B**

**1. Commercial Bid**

<b>S. No.</b>	<b>Item Description/ Brand name</b>	<b>Qty. in Nos (A)</b>	<b>Unit Price in Rs. (B)</b>	<b>Taxes in Rs. (C)</b>	<b>Total Unit Price in Rs. D=B+C</b>	<b>Grand Total Price in Rs. D*A</b>
1.	Desktop PCs	3(Three)				
2.	MS-Office 2016 Std	3(Three)				
3.	Colour Laser Printer (network)	1(one)				
4	Multi-functional Printer (network)	2(Two)				

**Grand Total Price:**

In Figures:

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In Words:

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**Authorized Signatory**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_

**Dated:**

**Annexure -C**

No. \_\_\_\_\_.

Date \_\_\_\_\_.

To  
MMTC Limited  
Core-I, Scope Complex  
7. Lodhi Road  
New Delhi - 110003

WHEREAS \_\_\_\_\_ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Core-I, Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Contract No. dated \_\_\_\_\_ for the supply of (Items) for a value of Rs. \_\_\_\_\_ (total purchase order value) (Rupees (in words) and whereas the Seller has agreed to supply the .....(items) strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. \_\_\_\_\_ dated \_\_\_\_\_ .

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. (Rupees \_\_\_\_\_ )being 10% of the total value ) for the due performance of the contract in favour of the said MMTC. We \_\_\_\_\_ (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words).

We, \_\_\_\_\_ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto \_\_\_\_\_ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the obligations of the said contract have been fully and properly carried out by the seller and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, \_\_\_\_\_ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract or to extend time of performance by the seller from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the seller and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extentions being granted to the seller or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the seller , or by any latter or thing whatsoever , which under the law relating to the sureties would , but for this provision have the effect of so relieving us.

We, \_\_\_\_\_ (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, \_\_\_\_\_ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said seller in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and that the said Seller have no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. (10%of PO value) (Rupees \_\_\_\_\_(in words)). The guarantee shall remain valid up to \_\_\_\_\_ unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Seller or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC.

Witness : 1.  
          2.

(Authorised Signatory)

(Signed with stamp &

seal of the bank)