



**Scope Complex, Core-1  
Lodhi Road, New Delhi-110003.**

**Tender Reference Number: MMTC/CO/COMP/ACCESSORIES/2012-13/1260/1**

**Dated: 07.08.2013**

*Supply of*

*LTO\_3 Ultrium 400/800 GB data cartridges, Qty.35nos.*

*At*

**Computer centre, MMTC Limited, Scope Complex, Core-1  
Lodhi Road, New Delhi-110003.**

## NOTICE FOR INVITING TENDER

MMTC Limited invites **sealed tender** from authorised distributor /dealer /retailer /reseller /partner of the OEM for supply of 35(**Thirty five**) numbers of *LTO\_3 Ultrium 400/800 GB data cartridges as per the specifications and details given in Annexure -A.*

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

The details are as given below:

Tender Reference	
No. of units	<b>As per Annexure –A</b>
Start Date for Tender document download	<b>7<sup>th</sup> August, 2013</b>
Last Date and Time for receipts of tender offers	<b>14<sup>th</sup> August, 2013 up to 15.00 Hrs.</b>
Bid Opening	<b>14<sup>th</sup> August, 2013 at 15.30 Hrs.</b>
Address of Communication	<b>Mr. Narendra Kumar / Ms. Payal Arora Deputy Manager (Systems) MMTC Limited, 5<sup>th</sup> Floor, Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110003</b>
Contact Telephone Numbers	<b>Phone: 011-24381372</b>

### **Representatives of the companies should come with authorisation letter to attend the opening of the bids.**

Technical Specifications, Terms and Conditions for submitting the tender offer are described in the tender document. The offer shall be typed or printed and all the pages should be numbered, signed by the authorized official. The person or persons signing the offer shall sign all pages except for un-amended printed literatures.

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

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

The vendor should be authorised distributor/dealer/retailer/reseller/partner of the OEM. The offer must be made in Indian Rupees only; all costs should be given in Figures and Words.

#### **2. Payment Terms: -**

MMTC Limited will make 100% payment through e-payment mode on delivery and successful functioning of the product.

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

2.2 The payment would be made after deducting necessary taxes applicable, if any.

**3. Delivery and Installation:-**

The complete items ordered should be delivered within Three (3) working days from the date of purchase order. If the items are not delivered by the mutually agreed date of delivery, MMTC reserves the right to cancel the purchase order.

**4. Warranty:- As per OEM.**

**5. Penalty for delay:-**

For any delay in delivery 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%.

**6. 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.

**7. 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.

**8. 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

**9. 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.

**10. Others:-**

(a) 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.

- (b) 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.
- (c) No deviation from the specific technical specifications given for the products in ANNEXURE-A. The bid which deviates from the given technical parameters may be rejected.
- (d) The bids will be opened publically in the presence of duly authorised representatives of the qualified bidders at **1530 Hrs on 14<sup>th</sup> August, 2013.**
- (e) Price for the items should be quoted inclusive of all the taxes /VAT/octroi and taxes applicable and should be clearly specified.

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

**Authorize Signatory for MMTC**

**Narendra Kumar**  
**Dy.Manager(Systems)**

**ANNEXURE –A**

(To be provided on company letter head)

**Tender Ref. No.: MMTC/CO/COMP/ACCESSORIES/2012-13/1260/1, Dated: 7<sup>th</sup> August, 2013**

**Commercial Bid/Technical Bid**

<b>Item</b>	<b>Brand Name</b>	<b>Quantity (In Nos.)</b>	<b>Per Unit Price (Rs.)</b>	<b>Taxes Per Unit (Rs.)</b>	<b>Total Price Per Unit</b>	<b>All Inclusive Price for 35 Units (Rs.)</b>
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D=B+C</b>	<b>E=A*D</b>
<i>LTO_3 Ultrium 400/800 GB data cartridges</i>		<b>35</b>				

**TOTAL Price of 35 Units (All Inclusive) In words: Rupees .....**

**Signature and Seal of Vendor**