

OPEN TENDER NOTICE

MMTC LIMITED

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

Tender No. MMTC/DRO/A&H/Semi Micro Balance /2013

MMTC Limited (A Govt of India Enterprise), the leading international trading enterprise of India, deals in international and domestic trading of precious Metals, Fertilizers, Agro Products, Coal & Hydrocarbons and Non-ferrous Metals besides general trading from last 50 years. The average business turnover of the Company and of Precious Metals Groups for the last three financial years ended on 31st March 2013 is around Rs 54,400 Crores and Rs 38,501 Crores respectively. MMTC enjoys the position of market leader in the Indian bullion trade (precious metals) having flexibility to operate from various centres spread all over the country offering novel products/services. The Precious Metals Group of the Company is continuously working on improving service to customers and is focusing on improving sales of value added products, viz gold and silver medallions, silverware and gold jewellery. The company has Assaying & Hallmarking (A&H) centres at Delhi and other cities of India.

MMTC Limited, Delhi Regional Office (DRO), Jhandewalan invites sealed offers from reputed firms for supply of Semi Micro Balance for Assaying & Hallmarking Centre at Jhandewalan, New Delhi 110055.

Last date for obtaining of tender documents is 19/09/2013 at 12.30 p.m.

Last date of submission of bid in sealed cover by 19/09/2013 at 4.00 pm.

The tender shall be opened on 20/09/2013 at 3.00 pm

- 1) Your offer should be submitted in TWO BID form, i.e. the offer must be submitted in two separate envelopes, one containing Technical Bid along with EMD and second containing PRICE Bid. The outer envelopes must specify the TECHNICAL/PRICE bid, as the case may be.
- 2) Tender document containing detailed specifications and 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 <http://eprocure.gov.in/cppp/>
- 3) MMTC Limited reserves the right to accept or reject any/all offer(s) in part or in full without assigning any reason whatsoever.

4) PLEASE ADHERE STRICTLY TO THE DATES MENTIONED IN THE DOCUMENT.

DETAILED TECHNICAL SPECIFICATION OF Semi Micro Balance

No of Balances 1(one)
Minimum Capacity 110 gms & above
Readability 0.01 mg
Repeatabilty 0.04 mg or better
Linearity 0.1 mg or better
Adjustment with Internal weight Fully automatic time & temperature controlled Internal adjustment
Adjustment with External weight Certified Standard weight
Size of weighing pan 75 mm & above
Local cell type Monoblock
Metal housing Aluminum die cast
locking Draft shield dismantling & assembly.

1) DETAILS OF SERVICE SUPPORT

(Fill & Enclose)

Address of Service Centre	Phone & Fax No., email id	Office Hours	Service Facilities

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2) Main Envelope to contain following Two Envelopes in sealed condition.

- a) **TECHNICAL BID Envelop to contain:** EMD Demad draft/Bankers Cheque,All technical details/Brochures/leaflets,compliance statement,enclosed terms &conditions duly accepted with signatures on each page and list of reference to whom similar models have been supplied during the last three years.
- b) **PRICE BID Envelop to contain:** Price Quote on for individual basis. Insurance, training, installation charges or any other chargeable expense related to the supply, installation and commissioning of the item to be mentioned separately

3) The Price bid on FOR destination basis must mention the prices of all items asked for individually and then summed up at last i.e. package deal for all items which are essential for the system as per our tender. Optional items asked for can be quoted separately.

TERMS & CONDITIONS

GENERAL CLAUSE:

1. OPENING OF TENDERS:

- The last date of receipt of tenders is as specified in newspaper advertisement and website. The technical bids (or bids for single bid cases) will be opened on due date in office in the presence of representatives of tenderers who choose to be present.
- Late/Delayed tenders are liable to be rejected.
- In case any unscheduled holiday occurs on prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.

2. SPECIFICATIONS:

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/ manufacturer and the specifications mentioned in the quotation must be reflected supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.

Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

3. COMMENCEMENT OF WARRANTY PERIOD:

The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/ demonstration at the project site in Assaying & Hallmarking Unit, MMTC Limited, Jhandewalan, New Delhi or any other site as specified by MMTC Limited.

4. INSTALLATION:

The equipment duly approved with calibration certificate by **Weight & Measurement Department ,Government of Delhi** ,should be installed/commissioned and demonstrated, by the supplier at the Unit immediately but in any case within one month after receipt of the item in the Unit and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.

5. GUARANTEE:

The equipment/instrument must be guaranteed/warranted for a period of at least one year, from the date of its satisfactory installation/commissioning against all manufacturing defects. If the equipment is found defective during this period, the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at Unit or at site of the supplier for which 'to and fro' expenses will be borne by the supplier.

6. DELETION OF NAME:

Names of bidders, backing-out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers.

7. LATE/DELAYED/UNSOLICITED QUOTATION:

Late or delayed are liable for rejection.

8. ACCEPTANCE OR REJECTION OF OFFER:

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

9. PAGE NUMBERING & SIGNATURES:

Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures and stamped.

10. FORCE MAJEURE:

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 labor 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 delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

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.

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.

11. ARBITRATION:

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 in accordance with the Rules of Arbitration of the Indian Council of Arbitrator and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be New Delhi (India).

12. 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.

13. ADDRESS:

The outer cover of tender should be addressed to :-

**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 supply of _____" and should specify our reference number and due date of receipt/opening and description of item.

14. EARNEST MONEY DEPOSIT (EMD)

- (a) A demand draft/banker's cheque drawn in favour of MMTC Limited payable at New Delhi must be enclosed with the Technical Bid as per amounts indicated below:
"SEMI MICRO BALANCE- Rs.5000 /-
- (b) The EMD of any unsuccessful bidders shall be returned without interest after award of contract to successful bidders. Further EMD

shall be returned without any interest to the successful bidder after submission of Security Deposit Bank Guarantee(SDBG) for 10% of order value as per prescribed format of MMTC, valid upto commissioning or submission of performance Bank Guarantee which ever is later.

- (c) All tenders received without EMD shall be summarily rejected.
- (d) Firms registered with Government, PSUs are not exempted from payment of EMD.
- (e) Please mention the Tender ref. No., Item and name of the firm on the back of your Demand Draft.

15. AVAILABILITY OF REQUIRED ITEM/S:

We are interested in material of indigenous manufacture or of foreign make available from ready stock.

16. VALIDITY OF OFFER:

The prices must be valid at least for a period of 90 days.

TECHNICAL CLAUSE:

1. CERTIFICATE CONFIRMING TECHNOLOGY & EASY AVAILABILITY OF ACCESSORIES/SPARES

- Please enclose with your offer a certificate that the equipment is of latest technology and will not become obsolete soon and accessories & spare parts will be supplied as and when required at least ten years from the date of supply of the equipment.
- It may be confirmed that essential spare parts of this equipment are available in India along with the qualified service Engineer for after sale service of the equipment.
- Installation of the equipment within 15 days after its receipt at MMTC Limited, NEW DELHI.

2. LIST OF USERS

- The list of users specifically for the same mode/make of the quoted item (not the list of general users) along with the complete name, address & contact numbers of the user organizations/persons may be submitted with the quotation along with the performance certificate from all/some of them.
- Whether you have supplied identical or similar equipment to other BIS approved Assaying & Hallmarking Centers, the details of such supplies for the preceding three years shall be given.

3. INSPECTION REPORT

- i) The supplier should arrange for physical Inspection of the equipment directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses. After the delivery is affected, the supplier/its representative must remain in touch with the Unit to ascertain the date of arrival of consignment.

4. INSTALLATION/PRE-INSTALLATION REQUISITES

- Pre-installation requisites (electrical/floor/space/air-conditioning etc.) if any should invariably be mentioned clearly. Installation and Training will be the full responsibility of the supplier/Indian Agent. This training has to be arranged by the supplier at no additional charges. Boarding, Lodging and travelling expenses of the persons sent for training will also be borne by the supplier.
- Operation Manual in 4 (four) number of copies is to be supplied along with the equipment.

5. PRICE'/COST FACTOR:

PRICING

- Please ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to BIS approved Assaying & Hallmarking Centers and other Government Organization.

➤ The rates of Sales Tax, Excise Duty etc. (as applicable) should be clearly indicated.

6. ANNUAL MAINTENANCE CHARGES:

The party must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. It is mandatory to mention the same.

7. SPARE PARTS:

Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least ten years from the date of supply.

8. AFTER SALES SERVICES:

It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services.

9. LIQUIDATED DAMAGES FOR LATE DELIVERY & LATE INSTALLATION:

- i) Time for delivery and satisfaction installation/commissioning is the essence of this contract. The supplier shall arrange to deliver the ordered materials within the delivery period mentioned in the order unless extended in writing.
- II) In case of delay in supply on part of the supplier, a penalty @ 0.5% per week upto maximum ceiling of 5% of the order value will be charged.
- III) If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period, the MMTC Limited shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means.
- IV) The same rate of penalty shall be applicable for late installation of the equipments/instrument also.

10. PRICES:

- a) Prices should be FOR at Delhi inclusive of packing, forwarding, installation and commissioning charges etc. Sales tax/other government levies will be paid at actual and the prevailing rates of excise duty and sales tax etc. may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid.
- b) **Sales Tax:** We are authorized to issue sales tax Form 'C'
- c) Vague terms like "packing, forwarding, transportationetc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

11. PAYMENT CONDITION:

Terms of payment will be as follows:

- (i) 80% payment after receipt of equipment and successful installation.
- (ii) 20% payment after commissioning and against submission of Performance Bank Guarantee valid upto 60 days after guarantee/warranty period.

12. DELIVERY SCHEDULE

Within two months from the date of award of order.