



Tender Reference Number: MMTCCO-36013/2/2021-SYS-CO
Dated: 02/02/2023

For Supply of

One number of Apple 13-inch Macbook Pro – Space Grey Apple M2 Chip with 8-coreCPU, 10-core GPU and 16-core Neural Engine , 24 GB unified memory, 512 GB SSD storage, 33.02 cm(13 inch) Retina display with True Tone

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 (A Government of India Enterprise) invites e-bids from eligible vendors and their authorised distributors/resellers/dealers for supply of one number of Apple 13-inch Macbook Pro -Space Grey as per the **technical specifications and details given in Annexure-A**.

The copy of tender document may also be seen at website <https://mmtclimited.com/>.

The details are as given below:

Tender Reference	MMTCCO-36013/2/2021-SYS-CO
Technical Bid	As per Annexure-A
Commercial Bid	As per Annexure-B
Format of Bid Security Declaration in lieu of EMD	As per Annexure-C
Last Date and Time for receipts of tender offers	22.2.2023, 1200 Hrs.,
Bid Opening Technical	22.02.2023, 1215 Hrs.,
Bid Opening Commercial	22.02.2023, 1600 Hrs.,
Address of Communication	Sanjeev Dua DGM (Systems) MMTC Limited Core-1 Scope Complex, 5th Floor, Computer Division New Delhi - 110003
Contact Telephone Numbers	Phone: 011-24361386, 9910007454

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.

PROCEDURE & HELP TO SUBMIT E- BID

1. Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed and stamped offer on letter head
2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
3. Bidders are required to register on the e-procurement portal url:- <https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e- Procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
 - For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
 - Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
 - Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
 - For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

TERMS AND CONDITIONS OF THE TENDER

1. Eligibility Criteria: -

1. The vendor must be Apple authorised reseller/distributor/dealer.
2. The Bidder should be registered in India. Certificate of Incorporation or Commencement of Business / Other Statutory Registrations etc, Copy of PAN, GST registration Number (GSTIN) with State code should be submitted. (Any other statutory changes required may be complied by the bidder with no additional liability on MMTC Limited.
3. The Bidder company/firm should have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.
4. The Bidder should not be black listed or on holiday by any Central/State Government organization/ /Public sector Undertakings (PSU) as on due date of submission of tender. (Undertaking in this regard has to be submitted as per Annexure-D).

Documentary evidence in respect of above pre-qualification parameters must be attached.

2. Delivery and Installation: -

The complete Equipment/items ordered should be delivered and installed within **3 (three) days from the date of purchase order**. If the system is not delivered and satisfactorily 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: - As per OEM terms and conditions.

5. Payment Terms: -

MMTC Limited will make 100% payment thru e-payment mode after satisfactorily 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.

Others: -

- 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. Technical specifications for the products are as per ANNEXURE-A.
- iii. Price for the items should be quoted inclusive of all the taxes/GST/octroi and taxes etc. and should be clearly specified.
- iv. The offer must be made in Indian Rupees only; all costs should be given in Figures and Words.

6. Earnest Money Deposit (EMD):

EMD shall be submitted for an amount of Rupees 10,000/ (Rupees Ten thousand only) through e-payment gateway integrated. If exempted kindly enclose certificate in support of exemption as per Annexure C.

The EMD of unsuccessful bidders will be returned and shall not carry any interest/accrued interest, after the award of the contract to the successful bidder.

7. Period of validity of quotation:

The bidder shall hold valid their quotations for 30(Thirty) days from the date of opening of quotation. In exceptional circumstances, prior to the expiry of the original quotation validity period, MMTC may request the Company/Firm for a specified extension of the period of quotation validity. The request and the response thereto shall be made in writing and will be binding on both the parties.

8. Confidentiality:

Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract.

9. Termination:

The Purchaser may, without prejudice to any other remedy for breach of purchase order/ work order, by written notice of default, sent to the supplier, terminate this Purchase order/ work order in whole or in part:

- (i) If the Supplier fails to deliver/successfully install/configure the product within the time period(s) specified in the work order, or any extension thereof granted by the Purchaser.
- (ii) If the Supplier fails to perform any other obligation(s) under the work order;
and
- (iii) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- (iv) In the event of Purchaser terminates the work order in whole or in part, pursuant to paragraph 5, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the Supplier shall continue performance of the work order to the extent not terminated.

10. Indemnity:

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work terms and condition, subsequent agreement, undertaking or if MMTC

at its sole discretion considers that the successful bidder is not in a position to fulfil its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.

11. Applicable Law and Jurisdiction Clause:

All matter connected with this shall be governed by Indian Laws both substantive and procedural.

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

12. Arbitration Clause:

“Any dispute or difference whatsoever arising between the parties out of or relating to 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 “SCOPE“ and the award made in pursuance thereof shall be final and binding on the parties.” The place and Seat of arbitration will be at New Delhi and the governing law shall be Indian Law.

13. Force Majeure:

- a. If any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of Gods 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 delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables.
- b. If operation of such circumstances exceeds three months either 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 which is unable to fulfill its obligations under the present contract must within 30 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of above circumstances and their duration.

14. Fraud Prevention Policy Clause:

- 14.1 Commitments of Bidder/supplier(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available with MMTC during their participation in the tender process, during the execution of contract and in any other transactions with MMTC).
- a. The bidder/supplier(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The bidder/supplier(s) shall not enter with other bidder/suppliers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder/supplier(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the bidder/supplier(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - d. The bidder/supplier(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
 - e. The bidder/supplier(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- 14.2 Disqualification from tender process and exclusion from future contracts:
If the bidder/supplier(s) before award or during execution has committed a transgression through a violation of Clause above of "fraud prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder/supplier(s) from undertaking any transaction with MMTC and/or declare the bidder/supplier(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- 14.3 Damages:
If MMTC has disqualified the bidder/supplier(s) from the tender process prior to the award or during execution according to Clause 13.2, MMTC shall be entitled to demand and recover from the contractor/bidder/supplier liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee or EMD as the case may be.

15. Holiday Listings:

“Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.”

16. Notice :

All notices, requests, demands and other communications under this agreement shall be made in writing only shall be deemed to have been duly given if delivered by hand or is delivered to the registered address of the parties only.

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

(On Bidder's Letter head)

Annexure-A

Tender Reference Number: MMTCCO-36013/2/2021-SYS-CO Dated: 02/02/2023

Technical Specifications

SL No	Model-Offered	Compliance (Y/N)
1	Apple 13-inch Macbook Pro – Space Grey Apple M2 Chip with 8-coreCPU, 10-core GPU and 16-core Neural Engine , 24 GB unified memory, 512 GB SSD storage, 33.02 cm(13 inch) Retina display with True Tone, Two Thunderbolt/USB 4 ports, Touch Bar and Touch ID, Backlit Magic Keyboard-US English, Force touch trackpad	

Authorized Signatory

Name: _____

Designation: _____

Stamp: _____

Dated:

(On Bidder's Letter head)

Tender Reference Number: MMTCCO-36013/2/2021-SYS-CO Dated: 02/02/2023

ANNEXURE –B

1. Commercial Bid

S. No.	Item Description/ Brand name	Qty. in Nos (A)	Unit Price in Rs. (B)	Taxes in Rs. (C)	Total Unit Price in Rs. D=B+C
1.	Apple 13-inch Macbook Pro – Space Grey Apple M2 Chip with 8-coreCPU, 10-core GPU and 16-core Neural Engine , 24 GB unified memory, 512 GB SSD storage, 33.02 cm(13 inch) Retina display with True Tone	1(one)			

Authorized Signatory

Name: _____

Designation: _____

Stamp: _____

Dated:

(On Bidder's Letter head)

Tender Reference Number: MMTCCO-36013/2/2021-SYS-CO Dated: 02/02/2023

ANNEXURE –C

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

I / We, the authorized signatory of M/s ,
participating in the subject tender No for the item / job of
..... , do hereby declare :

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of MMTC Limited for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory

Company Name

(On Bidder's Letter head)

Tender Reference Number: MMTCCO-36013/2/2021-SYS-CO Dated: 02/02/2023

ANNEXURE –D

We confirm that our company is not blacklisted as on due date of bid submission for any fraudulent actions by any Central/State Government organization/ PSUs.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory

Company Name