



Tender Reference Number: MMT/CO/COMP/PUR-PC-PRN/2015-16/1299
Dated: 27/01/2017

For Supply of

One no. of Dell XPS 13 Laptop 6th / 7th Generation Intel® Core™ i7 processor with 8GB memory and 256GB Hard Drive

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 one number of **Dell XPS 13 Laptop 6th / 7th Generation Intel® Core™ i7 processor with 8GB memory and 256GB Hard Drive** 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	MMTC/CO/COMP/PUR-PC-PRN/2015-16/1299	Dated
	27.01.2017	
Technical Bid	As per Annexure -A	
Commercial Bid	As per Annexure -B	
Last Date and Time for receipts of tender offers	16.02.2017, 1200 Hrs.,	
Bid Opening Technical	16.02.2017, 1215 Hrs.,	
Bid Opening Commercial	16.02.2017, 1600 Hrs.,	
Address of Communication	Praveen Kumar Srivastava Manager (Systems) MMTC Limited Core-1 Scope Complex, 5th Floor, Computer Division New Delhi - 110003	
Contact Telephone Numbers	Phone: 011-24361560, 011-24381343	

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 Dell authorised distributor/dealer/retailer/reseller/partner.
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 have at least one branch offices(s) at NCR/Delhi/New Delhi for 100% system support services.
4. The bidder should not have been blacklisted by any PSU/Govt Deptt. (Undertaking in this regard has to be submitted).

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 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: - 1 Year 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.

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. Technical specifications for the products are as per ANNEXURE-A.
 - iii. Price for the items should be quoted inclusive of all the taxes/VAT/octroi and taxes applicable and should be clearly specified.
 - iv. 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.

6. **Earnest Money Deposit:** An Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) in form of a crossed banker's cheque, Bank Draft favouring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Delhi/New Delhi be accompanied with the offer; failing which the offer will not be considered. The said earnest money deposit will be refunded to unsuccessful bidders. Earnest Money Deposit in physical form in a separate envelope before due date of submission. **The quotation furnished without EMD amount would liable to be rejected.**

7. **Period of validity of quotation:** The bidder shall hold valid their quotations for 20(twenty) 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. Fraud Prevention

1 Commitments of Bidder(s) / Contractor (s) Buyers(s)/Vendor(s): The Bidder(s) / Contractor(s)/Buyer(s)/Vendor(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 on MMTC's website at **<http://mmtclimited.com/>**) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

- a. The bidder(s)/ Contractor (s)/Buyers(s) Vendor(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(s)/contractor(s)/vendor(s) shall not enter with other bidders 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(s)/contractor(s)/Buyers(s) Vendor(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(s)Contractor (s) buyers(s) vendor(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(s)/contractor(s)/buyer(s)/vendor(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(s)/contractor(s)/buyer(s)vendor(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- 2 Disqualification from tender process and exclusion from future contracts : If the bidder(s)/contractor(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(s)/Contractors(s)/Buyer(s) vender(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- 3 **Damages:** If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value.

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: 27/01/2017

Technical Specifications

Dell XPS 13 Laptop(Qty-1)

Laptop having Processor 7th Generation Intel® Core™ i7-7500U (4MB Cache, up to 3.5 GHz)/ 6th Generation Intel® Core™ i7-6560U (4M Cache, up to 3.2 GHz), Operating System Windows 10 Home English, 64-bit, Memory 8GB LPDDR3 1866MHz, Hard Drive 256GB PCIe Solid State Drive, Video Card Intel® HD Graphics 620/ Intel® Iris™ Graphics 540/, Display 13.3" FHD AG (1920 x 1080) InfinityEdge display, Silver/ 13.3 inch QHD+ (3200 x 1800) InfinityEdge touch display, Gold. Other specifications as per said model. **(One year's warranty)**

SL No	Model-Offered	Compliance (Y/N)
1	Dell XPS 13 7th Generation - Offered	
2	Dell XPS 13 6th Generation - Offered	

*MMTC reserves the rights to select the 6th/7th generation depending upon suitability.

Authorized Signatory

Name: _____

Designation: _____

Stamp: _____

Dated:

(On Company's Letter head)

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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	Grand Total Price in Rs. D*A
1.	7th Generation Intel® Core™ i7- 7500U (4MB Cache, up to 3.5 GHz) along with Carry Case	1(one)				
2	6th Generation Intel® Core™ i7- 6560U (4M Cache, up to 3.2 GHz) along with Carry Case	1(one)				

Authorized Signatory

Name: _____

Designation: _____

Stamp: _____

Dated: