



MMTC LIMITED, "MMTC HOUSE", C-22, BLOCK-E, BANDRA KURLA COMPLEX, MUMBAI-400051. TELEPHONE:- 022 2657 3193/ 022 6121 4500 FAX:-

E-TENDER

E-Tender No: MMTC/RO/SEEPZ/XRF/02/17-18

Date:08.09.2017

MMTC Limited Invites E-Tender for procurement of XRF Machine at MMTC Limited, "MMTC House", C-22, Block-E, Bandra Kurla Complex, Mumbai – 400051.

Tender Number	E-Tender No: MMTC/RO/SEEPZ/XRF/02/17-18
Earnest Money	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in form of a crossed banker's cheque/Bank Draft favoring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Mumbai. Earnest Money to be deposited along with the Technical bid.
Bid Submission	Latest by 29.09.2017(FRIDAY), 1400 Hrs. at MMTC Limited, "MMTC House", C-22, Block-E, Bandra Kurla Complex, Mumbai – 400051.
Technical Bid Opening	29.09.2017(FRIDAY), 1430 Hrs. at MMTC Limited, "MMTC House", C-22, Block-E, Bandra Kurla Complex, Mumbai – 400051.

1.0 SPECIAL TERMS & CONDITIONS FOR TENDER:-

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL (HTTPS://MMTC.EPROC.IN) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTER HEAD.
2. THE BIDDER SHOULD HAVE LEGALLY VALID CLASS III DIGITAL SIGNATURE CERTIFICATE FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. 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.
5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 10.0 AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS 7.
6. VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.
7. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

HELPDESK TIMINGS: 1000 HRS to 1730 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		
Contact Nos. +91-124-4302000 for helpdesk officers		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
Pankaj Kumar	Pankaj.verma@c1india.com	+91-9910433177

2.0 ELIGIBILITY CRITERIA:-

- 1 The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, and Service Tax Registration should be submitted.
- 2 The bidder should attach a valid authorization letter for XRF MACHINE from (OEM).
- 3 The bidder should have a turnover of Testing Equipments of atleast Rs.5 Crore in the last financial year FY 2016-17. (Audited Financial Statement to be enclosed).
- 4 Bidder should provide at least two work orders and completion certificate towards XRF MACHINE Installation and its implementation during the last two years. (2015-16 and 2016-2017).

Supporting document (s) to be enclosed for above eligibility criteria or else bids are liable to be rejected.

- 3.0 DELIVERY AND IMPLEMENTATION PERIOD:-** The complete implementation should be done within (4) four weeks from the date of work order.

4.0 SCOPE OF WORK: -

- a) The bidder has to install, calibrate, fine-tune the XRFMACHINE and accessories and its related application software (along with license) on the User Operating Computer to be provided. The successful bidder shall also be required to provide after sales service. After installation of the machine, it should be made operational and demonstration of the testing of metals (Gold, Silver, Platinum, Palladium etc) with desired test reports.
- b) if required MMTC may avail Facility Management Services (FMS) from the bidder. The contract charges for FMS will be on per day basis. (In FMS the bidder has to provide his dedicated, qualified ,certified XRF technician for operation and its maintenance .)

The specification and General terms and condition are given in Annexure V.

4.1 CALL REGISTRATION AND COMPLETION

- a. All the maintenance calls will be logged using the complaint e-mail ID of the service provider or any other mutually agreed mechanism.
- b. Completion of calls will be the owner of the system in the division. Service Provider will prepare the call report. MMTC User & SERVICE provider Engineer will sign these.
- c. The fault call should be responded within 2(two) hrs. and should be resolved within 8(eight) hrs. after lodging of fault complaint.

5.0 INSTRUCTIONS TO BIDDERS-

5.1 General

5.1.1 The **E-tender** shall be submitted in two parts:

- (i) Technical Bid
- (ii) Commercial Bid

5.1.2 MMTC reserves the right to revise or alter the scope of work before acceptance of any bid.

5.2 Documents to be attached with the Technical Bid

5.2.1 Duly filled-in Form - A1, Form – A2, Form - A3 of ANNEXURE – I along with supporting documents.

5.2.2 Earnest Money Deposit of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only). (Refer clause 5.11).

5.3 Documents to be enclosed with the commercial bid

5.3.1 The Bidder shall give the Commercial Bid in Form-B of ANNEXURE-II.

5.4 Earnest Money Deposit to be submitted in physical form and should reach MMTC, RO BKC on or **before 15.09.2017(FRIDAY), 1400 Hrs. Non-submission of EMD will result in rejection of bid.**

5.5 The Technical bid will be opened (only for those bidders who submit the EMD before due date and time of submission of the bid) in the presence of the authorized representative of the bidder on **29.09.2017(FRIDAY), 1430 Hrs.** at MMTC Limited, “MMTC House”, C-22, Block-E, Bandra Kurla Complex, Mumbai – 400051. The person intends to attend the opening should bring authorization letter for the same from the company.

- 5.6** Bidders are advised to submit their bid strictly based on the terms and conditions and specifications (Annexure-V) contained in this tender, and not to stipulate any deviations. MMTC reserves the right to reject the bids containing deviation to the terms and conditions and requirements of this tender.
- 5.7** **Cost of Bid preparation:** The bidder shall bear all costs associated with the preparation and submission of their Bids and MMTC shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid.
- 5.8** **Amendments to bid information:** MMTC reserves the right to revisions or amendments to this tender prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda or corrigendum. In such case, the addendum may include an announcement of the new closing date for the submission of offers. The bid submitted by the bidder shall take into account all such amendments/revisions. **Further all the corrigendum/addendum will be published on www.mmtclimited.com . www.eprocure.gov.in and www.mmtc.eproc.in.**
- 5.9** **Prices:**
The bidder to quote price of “XRF MACHINE” in INR inclusive of Taxes. Prices quoted in the commercial bid shall be firm and not subject to variation on any account.
- 59.1 Taxes and Duties :** All statutory dues, duties , taxes , levies, excises, cesses and GST , etc which may be imposed by the central government & or local authorities shall be paid by the supplier; and the supplier undertakes to keep the purchaser indemnified against any liability arising on account of excise , sales tax, turnover tax, purchase tax, GST any other statutory local levies including penalty interest levied by any statutory authority and payment/settlement of such taxes/levies demanded by concern authorities shall be exclusive responsibility of the seller during the currency or conclusion of the transaction.
Any type of liability arises, if any, during the transaction period or in future which is associated directly or indirectly with the transaction execution will be on account of the supplier and the supplier shall accept without any demure or protest.
- 5.10** **Validity:** The bidders shall hold valid their bids for 90 (Ninety) days from the closing date for the e-bids. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Earnest Money Deposit (EMD). A bidder agreeing to the request will not be permitted to modify their bid, but will be required to extend the validity correspondingly.
- 5.11** **Earnest Money Deposit**
- 5.11.1 The EMD shall be in the form of a bank draft/Bankers Cheque favouring “MMTC Limited” drawn on any Nationalized Bank or first class International bank payable at Mumbai.
- 5.11.2 EMD will be refunded to unsuccessful bidders thru e-payment mode only. The bidders to submit bank details as per enclosed format at Annexure-IV. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Guarantee.
- 5.11.3 No interest will be payable by MMTC on EMD.
- 5.11.4 The EMD may be forfeited by MMTC if a Bidder withdraws his bid during the period of bid validity or extended bid validity specified above.
- 5.11.5 Should the tender be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.
- 5.11.6 EMD submitted in concurrence with 5.4.
- 5.11.7 Tenderer will not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the MMTC.
- 5.11.8 The tenders withouts EMD will be summarily rejected.
- 5.11.9 EMD will be forfeited if the successful tenderer failed to furnish the performance guarantee.

5.12 MSME Exemption:-

The bidder under MSME category as per Govt. Of India Guidelines is exempted from submission of EMD. The bidder must submit a valid certificate from the authorised issuing authorities.

5.13 Corrections: Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped. Figures written in words shall be considered as final.

5.14 Bid Evaluation: Bids received and accepted after fulfilling the terms and conditions of this tender, will be evaluated to ascertain the best and lowest evaluated bid in the interest of MMTC.

5.15 Acceptance of Bids: MMTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action.

5.16 Opening of Bids

- 5.16.1 The bids will be accepted up to the date and time as specified in the tender document.
- 5.16.2 No bids will be accepted after tender deadline.
- 5.16.3 After technical evaluation, the Commercial bids of only those technically qualified as per discretion of MMTC will be taken up for further price valuation.
- 5.16.4 All technically qualified bidders shall be invited to attend the opening of commercial bids at MMTC BKC office. The date of the opening of the Commercial bids would be communicated to the technically qualified Bidders.

5.17 MMTC may seek clarification/supporting document from bidders during course of Technical Evaluation only.

5.18 Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

1. A 'sole proprietor' of the concern or constitute attorney of such sole proprietor.
2. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm
3. Director or a principal officer duly authorized by the board or directors of the company if it is a company.

Note:-

1. In Case of partnership firms , a copy of the partnership agreement or general power of attorney duly attested by a notary public should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of the firm should also to be enclosed along with the tender.
2. In the case of partnership firm , where no authority to refer disputes concerning the business of the partnership firm has been confirmed on any partner , the tender and all other related documents must be signed by all the partners of the firm
3. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if on enquiry it appears that the person so signing have no authority to do so, the MMTC may ,without prejudice , cancel the contract and hold the signatory for all costs , consequences and damages under the civil and criminal remedies available.

6.0 BREACH OF TERMS & CODITIONS

In case of breach of any terms and conditions mentioned in the tender MMTC will have the rights to cancel the workorder without assigning any reason therefore and nothing will be payable by MMTC in that event and the security deposit shall also stand forfeited .

6.1 PAYMENT TERMS: -

- 6.1.1 No advance payment in any case would be made.
- 6.1.2 Payment will be made on installation (as per scope of work) of XRF MACHINE and receipt of performance guarantee and confirmation of same from the bank.
- 6.1.3 All payment shall be made through e- Payment mode. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode and after submitting and confirmation of the performance guarantee.
- 6.1.5 The payment would be made after deducting necessary taxes applicable, if any.

6.2 Other Expenses:

The bidder will bear all other expenses including Boarding, Lodging & conveyance etc. of their team.

6.3 PERFORMANCE GUARANTEE: - (As per ANNEXURE-III)

- 6.3.1 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 30 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 order value.
- 6.3.2 This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank. The bank must have net worth of at least Rs.500 crore and capital adequacy ratio of 9%.
- 6.3.4 Keeping in view their net worth/NPS/Profitability, bank Guarantees issued by Nainital Bank Ltd and Dhanlaxmi Bank shall also not be accepted.
- 6.3.5 In case of Performance Guarantee from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial Bank, other than co-operative bank or Gramin bank or Nainital Bank or Dhanlaxmi Bank, preferably in the city where MMTC's Mumbai office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 6.3.6 Performance Guarantee shall be 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 Mumbai within banking hours on the date of presentation.
- 6.3.7 After submission of Performance Gaurantee, the successful bidder has to sign a service level contract/agreement with MMTC.

6.4 Delays in the bidder's Performance: Delay by the bidder in the performance of its obligations shall render the bidder liable to any or all of the following sanctions: -

1. Invocation of its Performance Guarantee.
2. Imposition of liquidated damages, and/or
3. Termination of the Contract for Default.
4. Forfeiture of EMD

6.5 Delivery Location: - The Hardware and Software to be delivered at MMTC Limited, Gems and Jewellery Complex – 1, SEEPZ SEZ, Andheri, Mumbai – 400 096. No transportation/delivery charges shall be paid for the delivery to this location.

6.6 INDEMNITY: - The seller undertakes to fully indemnify and at all times keep the purchaser fully indemnified and harmless against any actions, sanction, claims, losses, demurrage, demands, expenses or costs whatsoever that the purchaser may incur and / or suffer on account of any default on the part of the supplier in the discharge of the obligation under this agreement, including but not limited to the claims on account of quality, quantity, packing, demurrage, and any other circumstances. In case, the supplier fails to deliver the goods in time or if the purchaser at its sole discretion considers that the supplier is not in a position to fulfill its obligations, the purchaser may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract and procure the contract goods at the cost and risk of the supplier from alternative sources, in as much expenses incurred while procuring shall be borne by supplier.

Further the bidder shall all the time indemnify purchaser, being unlimited with time, against all claims which may be made in respect of said work for infringement any rights protected by patent registration, design or trademark. In the event of any claim in respect of any alleged breach of a patent, registered design of trade mark being made against purchaser, it shall notify to the bidder and bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise, therefrom.

6.7 LIQUIDATED DAMAGES: -The timely execution of contract is essence of the work order. In the event of supplier's failure to deliver the material & services within the stipulated delivery period, the liquidated damages are payable by them @ 2 % per week of the unexecuted order value subject to a maximum of 20% total order value.

6.8 TERMINATION FOR DEFAULT

6.8.1 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 any or all of the services within the time period(s) specified in the Purchase order/ work order, or any extension thereof granted by the Purchaser.
- (ii) If the Supplier fails to perform any other obligation(s) under the Purchase order/ 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 Purchase order/ work order in whole or in part, pursuant to paragraph **6.1** 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 incurred for such services or if procured from alternative sources for such similar services. However, the Supplier shall continue performance of the Purchase order/ work order to the extent not terminated.

6.8.2 COMPLAINT WITH LAWS:

(a) During the performance of the work, the successive tenderer shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgate or deemed, to be made or promulgate or deemed to be made or promulgated by any government, government agency, or department, municipal board, government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The successive tenderer may found violating any laws, norms attributed & applicable from this

tender, in such event, the tenderer may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

(b) if during the tenure of work stipulated herein, tenderer may found violating any laws, norms attributed & applicable from this tender, in such event, the tenderer may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulations or law in force.

(c) if during the tenure of work stipulated herein, supplier may found violating any laws/labour laws, norms attributed & applicable to supplier under this agreement, in such event, the supplier will be solely liable to face the consequence of such violation, in as much, the supplier may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

6.8.3 SECRECY:

Any information derived or otherwise communicated to you in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of MMTC, be published or disclosed to any third party or made use of by tenderor except for the purpose of implementing the contract.

6.8.4 INSOLVENCY :

In the event of the firm being adjudged insolvent or having receiver appointed for it by a court or an other order under the insolvency. Act made against them or in the case of a company by passing of any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified The MMTC shall have power to terminate the contract without previous notice.

6.8.5 SUBLETTING OF THE WORK:

The firm/company shall not assign or sublet work or any part of it to any other person or party

6.8.6 RIGHT TO CALL UPON INFORMATION REGARDING STATUS OF SUPPLY ORDER :

MMTC will have right to call upon information regarding the status of work at any point of time

6.8.9 PRECAUTION MEASURES:

(a) While observing the economy in costs in his own interest the tenderor must be careful that quality of the equipment is maintained as well as downtime prescribed, etc., should not be disturbed.

(b) The tenderor must take every care to see that the work order or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the work order under proper security conditions and no spare item of work order/copies should be retained/sold or otherwise made over by the tenderor or any of his staff member to any person other than the person(s) authorized by the MMTC. Workmen shall appointed by successful tenderor.

(c) The tenderor must confirm that the store/materials offered will conform to the specifications in all respects. The mere fact that the competent authority has approved the supply order (just by seeing it in a non expertise way) will in no way absolve the tenderor from supplying equipments of the different specifications. Where the equipments offered are not as per the required specification will be rejected summarily.

The tender is not transferable. One tenderer shall submit only one tender.

6.9 SET OFF: - Any sum of money due and payable to the supplier (including security deposit refundable to him) under this work order may be appropriated by MMTC and set off against any claim of MMTC.

6.10 FORCE MAJEURE:

6.10.1 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.

6.10.2 If operations of such circumstances exceed 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.

6.10.3 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 be above circumstances and their duration.

6.11 ARBITRATION – DISPUTE RESOLUTION: -

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 by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provision of Arbitration and Conciliation Act, 1996, as amended upto date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian law.

6.12 MERGER & ACQUISITIONS: - In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

6.13 FRAUD PREVENTION POLICY

6.13.1 Commitments of Bidder(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)/ 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) 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) 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) 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) 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) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

6.13.2 Disqualification from tender process and exclusion from future contracts : If the bidder(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) 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.

6.13.3 **Damages:** If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 6.13.2, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

6.14 For any further clarification, the bidder may contact :

(1) Ms. Amarjit Sharma, Chief Manager(PMD), Mobile no – 98107 08118, email id:- sharmaamarjit@mmtclimited.com

(2) Mr. S D Gangan, Chief Manager(Systems), Mobile no – 96240 81816, email id:- sdgangan@mmtclimited.com

(3) Mr. Manoj Basak, Chief Manager(Systems), Mobile no – 97731 86625 , email id:- manojb@mmtclimited.com

(4) Mr. Dhiren Charania, Manager(PMD), Mobile no – 97733 77469 , email id:- dhirencharania@mmtclimited.com

6.15 MMTC Holiday Listing

MMTC Office time is 09:30am to 05:30pm on weekdays

MMTC is closed on Saturday and Sunday

Following are the list of public holidays observed at MMTC Ltd, Mumbai:-

25.08.2017 – Ganesh Chaturthi

6.16 HOLIDAY LISTING CLAUSE

The Agreement if and when entered with the successful bidder will have the following Holiday listing clause mentioned in the agreement :-

“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”.

ANNEXURE – I

TECHNICAL BID

FORM- A1

Sl.No.	Technical Requirement	Conformity as per Technical Requirement (Y/N)
1.	The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, and Service Tax Registration should be submitted.	
2.	The bidder should attach a valid authorization letter for XRF MACHINE from (OEM).	
3.	The bidder should have a turnover from Testing and Analysis Equipment of atleast Rs.5 Crore in the last financial year FY 2016-17. (Audited Financial Statement to be enclosed).	
4.	Bidder should provide at least two work order and completion certificate towards XRF MACHINE and its implementation during the last two years. (2015-2016 and 2016-2017).	
5.	List of Reference E-Procurement Clients be provided.	
6.	<p>The following Bidders are not eligible :</p> <p>(a) The Bidder blacklisted/banned/barred/terminated on account of non performance by any agency / Govt. Department/Government Authority to work in the field of Information Security Consulting/E-Procurement or otherwise.</p> <p>(b) Criminal proceedings is pending against the Bidder (in case the Bidder is a company) or Partners of the Bidders (in case the Bidder is a partnership firm) or have been prosecuted during last three years for malpractices such as evasion of income tax, sale tax, octroi, excise duty etc.</p>	

Self Attested Supporting document(s) to be enclosed for above else bids are liable to be rejected.

Date:
Place:

Signature:
Name:
Designation:
Company/Firm:

ANNEXURE – I

TECHNICAL Bid

FORM A2

TERMS AND CONDITIONS AS AGREED

Our Company/Firm is agreeable to the terms and conditions of the XRF MACHINE. A copy of the same duly signed by us is attached.

1	Name of the Equipment:	XRF : _____ Model: _____
2	Application:	Analysis of Gold, Silver and other precious metals and measurement of multiple layer metal coating thickness and solution analysis.
3	Relevant Standard for coating thickness:	DIN ISO 3497 / ASTM B 568 / IS 1417:1999
4	Specifications:	
	a. Range	0 to 99.99%
	b. Readability	0.01% or Better
	c. Repeatability for gold measurement time 60 sec	(less than or equal to) $\pm 0.5\%$ or better
4	Design & Features:	YES/ NO REMARKS
	It shall have the following design features:	- -
	i) X Ray Source : High performance micro-focus tungsten X-Ray tube; 50 Watt, 50 kV excitation voltage; adjustable voltage settings - 10kV, 30kV, 50kV to optimize applications; Oil cooled chamber for thermal stability. Five or more changeable primary filters including Nickel and Al filters (multiple suitable filters for above application).	
	ii) X-Ray Detector: High resolution Silicon Drift Detector (SDD) with energy resolution of $\leq 160\text{eV}$ and active Be window area of minimum 20 mm ² .	
	iii) Full Technical information about:	- -
	i) H.V. Generator and its X-ray tube	
	ii) Type of Detector	
	ii) Cooling System	
	iii) Measuring method and the relevant information	
	iv) Apertures (Collimator): Four software controlled and motorized variable collimators for optimum measurement as per the sample measurement area. Collimator Sizes range – $\text{Ø}0.2$ to 2.0 mm	
	v) Measuring Distance: Shall be specified by supplier with range for correction of measuring distance to allow for measurements in indentations of the specimen surface. Should be minimum in the range of 0-25mm. Machine should be capable of detecting shoulder joints, irregular shapes, inner surface.	
	vi) Fields of our requirement:-	- -

(a) Analysis of jewelry, precious metals and complex alloys in addition to Yellow, white and pink gold alloy, Alloys and coatings, Measured results are displayed e.g. in karat, ‰ or weight %.		
(b) It shall Detect all metal from Aluminum to Uranium (Atomic Number 13 to 92) including Gold, Silver, Copper, Zinc, Indium, Lead, Nickel, Palladium, Cadmium and Platinum group metals such as Ruthenium, Rhodium & Iridium.		
vii) Analysis of multiple layers of coating and composition of the base metal beneath the coating in single measurement. (SPECIFY MAX. LAYER IN REMARK COLUMN) Minimum - 4 layers requirement		
viii) The User may start a measurement at any time with maximum ramp-up time of 10 secs. for the ramp-up of the high voltage for the X-ray tube.		
ix) Instrument should have facility for standard free measurement and should be able to measure samples for which calibration standards are not available		
x) XRF Safety: The instrument should be full protection instrument with design approval according to national or international ordinance.		
xi) Video & Zoom Factor: High Resolution CCD Colour camera, Minimum zoom factor 150x (Optical 20x, 45x : Digital-1x, 2x, 3x, 4x or Suitable magnification of sample for better focusing and positioning). Crosshair with calibrated scale and spot indicator, Measurement spot and measurement location should be shown in the video image true to scale at any measured distance. Brightness should be controlled by an on-screen control bar on the video image.		
xii) Instrument should be calibrated with calibration standards approved by National or International organization for traceability of measurement results. Calibration certificate for the instrument and copy of the calibration standards certificate should be supplied along with the instrument		
xiii) Supply Voltage: Single Phase, 220/230/240 V AC $\pm 10\%$, 50 Hz $\pm 3\%$		
xiv) Operating Software shall have following Features:	-	-
• Quantitative analysis of solid metals, powder or paste materials as well as Liquid solutions.	<input type="checkbox"/>	
• Instrument should be able to measure Min thickness of 0.1 Micro Meter and above. May also specify the min thickness that can be measured by instrument other than mentioned here.	<input type="checkbox"/>	
• Thickness measurement as well as analysis of the composition in case of alloy coatings.	<input type="checkbox"/>	
• Picture in picture presentation of the video image and readings for complete supervision of measurement process.	<input type="checkbox"/>	
• Standard free analysis according to fundamental parameter method to allow quick analysis of samples with an entirely unknown composition.	<input type="checkbox"/>	
• Spectra comparison through overlaying of individual spectra of two different samples to allow quick	<input type="checkbox"/>	

	and easy recognition of qualitative differences in the sample composition.		
	• Automatic drift compensation during the measurement.	<input type="checkbox"/>	
	• One software for both qualitative and quantitative analysis.	<input type="checkbox"/>	
	• Should be able to give warning, if different unknown elements are present during quantitative measurement.	<input type="checkbox"/>	
	• Quick selection of tasks & products using command buttons on the monitor.	<input type="checkbox"/>	
	• Detection limits from ppm to 100%	<input type="checkbox"/>	
	• The entire operation, the evaluation of the measurement as well as the clear presentation of the measurement data on PC using powerful and user friendly software.	<input type="checkbox"/>	
	• Quick qualitative analysis of solid gold alloys with unknown compositions without creating an application.	<input type="checkbox"/>	
	• Database and Statistical Functions for long term storage of readings, display and printout of single readings as well as statistical evaluation of the measurement data in the form of block results or final results. Facility to display and print histograms, probability charts, statistical process control charts (SPC), Cp and Cpk values.	<input type="checkbox"/>	
	• Facility for customized report generation with photograph of the sample measurement Spot.	<input type="checkbox"/>	
	• Should be able to give warning, if different unknown elements/layer is present during measurement.	<input type="checkbox"/>	
5	Accessories:	-	-
	You shall quote for all the essential and optimal accessories required for the equipment along with the details of their function.		
6	Training:	-	-
	You shall train our personnel immediately after commissioning the equipment in operating it and using the software for different applications.		
7	General Requirements/Conditions:	-	-
	A. Installation and Commissioning of MACHINE is to be done at MMTC LTD, SEEPZ, Mumbai.		
	B. Guarantee/Warranty for 24 months from the date of commissioning and 18 months from the date of dispatch whichever is earlier. 12 months free Annual Maintenance Contract after Guarantee/Warranty period is over. Comprehensive AMC charges should be mentioned in Price Bid (INR).		
	C. Installation base of around 20 similar instruments for similar application i-e analysis of precious metals along with decorative coating thickness measurement.		
	D. 2 sets of operating manuals and service manual shall be provided.		

E. Supplier must quote all material / facility for the satisfactory installation and commissioning of equipment at MMTC.		
F. MMTC operators shall be trained at their site after commissioning of the instrument.		
G. Operating conditions like temperature and humidity etc. shall be specified by supplier.		
H. Supplier shall provide services and spares for at least Min. 10 years of satisfactory operation of equipment.		
I. Any special safety requirements shall be specified by supplier		
J. Preference for Automated mailing of generated report.		
K. Safety features from radiation. Safety Training for XRF User.		

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:

ANNEXURE – I
TECHNICAL BID
FORM A3

BIDDER INFORMATION

Tender No.	
COMPANY DETAILS	
COMPANY NAME	
REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
BIDDER TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Company Name / stamp of the

ANNEXURE-II

COMMERCIAL BID

FORM-B

(Price schedule form)

Code	Description	Cost in INR
A	XRF MACHINE	Total Cost in INR in figures (including all taxes, charges, levies, freight etc.)
B	COMPREHENSIVE ANNUAL MAINTAINENCE CONTRACT CHARGES PER YEAR TO BE QUOTED FROM 3RD YEAR ONWARDS INCLUSIVE OF COST OF SPARE PARTS & SERVICES	Total Cost in INR in figures (excluding all taxes, charges, levies, freight etc.)
C	FACILITY MANAGEMENT SERVICE CHARGE FOR ONE TECHNICIAN	Total Cost in INR in figures

ANNEXURE-III

Performance Guarantee Performa. (Rs. 100 Non Judicial Paper)

No. _____
Date _____

To,
MMTC Limited,
"MMTC House",
C-22, Block-E,
Bandra Kurla Complex,
Mumbai – 400051.

WHEREAS _____, (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/s MMTC Limited, "MMTC House", C-22, Block-E, Bandra Kurla Complex, Mumbai – 400051 having Corporate Office at Core-1. Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Work Order No _____ dated _____ for the supply of _____ (items) for a value of Rs. _____ (total work order value) (Rupees _____ (in words) and whereas the Seller has agreed to provide hardware and software 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 up to _____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 extensions being granted to the seller or for any forbearance, act of omission on the part of MMTC or any indulgence by MMTC to the seller, or by any letter 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 daring 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 has no claim against us for making such payment. Our liability under this guarantee is restricted to an amount of Rs. _____ _ (10% of W.O 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. _____

(Authorized Signatory)
(Signed with stamp & seal, of the bank)

PROFORMA
Details to be furnished on Vendor / Customer Letter Head

Vendor Code _____

The banking / Account Details are as furnished below: -

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

1. Bank Account No. _____
2. RTGS/NEFT IFSC Code _____
3. Bank Name _____
4. Bank Branch Name _____

5. Branch Code _____
6. Account Type _____
 (Saving/Current) (SA/CA)
7. E-mail ID (If any) of Vendor _____

A blank cancelled cheque has been enclosed herewith

Thanking You,

Certified by Bank regarding Banking details

(Vendor's Signature & Seal)
 official)

(Bank Seal & Signature of Bank