

Pharmacy Council of India A Statutory body under Ministry of Health & Family Welfare Government of India

Terms of Reference for Supply of Apple MacBook

Issued By

Pharmacy Council of India

A Statutory body under Ministry of Health & Family Welfare

Government of India

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About PCI

The Pharmacy Council of India (PCI) is a statutory body working under the Ministry of Health and Family Welfare (MoHFW), Government of India, New Delhi. It is constituted under the Pharmacy Act, 1948 and is responsible for regulation of -pharmacy education for the purpose.

The Pharmacy Act 1948 was enacted on 04.03.1948 with the following preamble- "An Act to regulate the profession of pharmacy. Whereas it is expedient to make better provision for the regulation of the profession and practice of pharmacy and for that purpose to constitute Pharmacy Councils".

The PCI was constituted on 09.08.1949 under section 3 of the Pharmacy Act. Objective of PCI include Regulation of the Pharmacy Education in the Country for the purpose of registration as a pharmacist under the Pharmacy Act. Regulation of Profession and Practice of Pharmacy.

DISCLAIMER

The information contained in this Terms of Reference (hereinafter referred to as "TOR") document provided to the Bidders, by the Pharmacy Council of India, a Statutory body under Ministry of Health & Family Welfare, Government of India, hereinafter referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TOR document and all other terms and conditions subject to which such information is provided.

The purpose of this TOR document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This TOR document does not aim to hold all the information each Bidder may require. This TOR document may not be appropriate for all persons, and it is not possible for the Department, their employees, or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TOR document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this TOR document and where necessary, obtain independent advice from appropriate sources.

Department, their employees, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the TOR document.

The Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TOR document.

Fact Sheet

This Terms of Reference is issued by PCI to the bidders and is intended to purchase Apple MacBook Air with M2 Chip or advance chip.

S. No.	Item	Description
1	Project Title	Terms of Reference for Supply of Apple MacBook Air with M2 Chip or advance chip
Project	Initiator / TOR Issuer Details	
3	Department	Pharmacy Council of India
4	Name of Issuer of this TOR	Pharmacy Council of India, a Statutory body under Ministry of Health & Family Welfare, Government of India
5	Email Address for all bid	registrar@pci.nic.in
	Correspondence	
6	Address for the purpose of Bid Submission	Registrar, Pharmacy Council of India NBCC Centre, 3rd Floor, Plot No.2, Community Centre, Maa Anandamai Marg, Okhla Phase – I Landmark - (Near Hotel Crowne Plaza) New Delhi - 110 020
7	TOR document	TOR can be Downloaded online from PCI website (pci.nic.in) under Announcement & Notification section
8	Validity of Bid	180 days from bid submission date
9	Method of selection	L1
10	Earnest Money Deposit (EMD)	INR. 2,50,000 (Two Lakhs and Fifty Thousand only) (EMD shall not be required from the firms who are registered under MSME)
11	Submission of Proposal (Physical mode)	 Bidders must submit through 2 packet proposal a) Packet A: Pre-Qualification, Technical Qualification b) Packet B: Commercial Bid Note: Both the packets should be properly sealed with sign and stamp

Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of procurement activities:

Key Timelines

Sr. No.	Description	Date & Time
1.	Release of ToR	22.08.2023
2.	Last date for submission of Proposal (Technical and	01.09.2023
	Commercial)	
3.	Opening of Technical Proposal	04.09.2023
4.	Opening of Commercial Proposal	06.09.2023

Earnest Money Deposit (EMD)

- 1. Bidders shall submit, along with their Bids, an amount of INR 2,50,000/- (Two Lakhs and Fifty Thousand only), as Earnest Money Deposit ("EMD").
- 2. EMD can be either in the form of a/c payee DD/ FDR drawn in favor of "Registrar, Pharmacy Council of India" payable at Delhi or a Bank Guarantee issued by any of the Nationalized/Scheduled/Commercialized banks of India in the format provided in the Annexure 11.
- 3. The original copy of EMD should reach to PCI address on or before the time of opening of bid. The original should be couriered / given person to the concerned authority of PCI latest by the last date and time of the bid submission otherwise uploaded bid will be rejected.
- 4. EMD in any other form will not be accepted.
- 5. EMD shall be valid for a period of Forty-five (45) days beyond the final bid validity period.
- 6. EMD payment is exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of Single Point Registration covering all components and fulfilling the eligibility criteria as mentioned in this ToR. Copy of valid NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate must be submitted along with the bid. Relevant documentation needs to be submitted along with the bid to substantiate the claim for exemption of EMD failing which, bidder's bid will be liable for rejection.
- 7. EMD of all unsuccessful bidders would be refunded by PCI within 30 days of the bidder being notified by PCI as being unsuccessful and after received a written request from the unsuccessful bidder for refund of the same. EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee.
- 8. No interest shall be payable by PCI to the Bidder(s) on the EMD amount for the period of its currency.
- 9. The bid without adequate EMD, as mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- 10. The bidder shall extend the validity of the EMD on request by PCI

11. EMD may be forfeited:

- a. If a bidder withdraws its bid during the period of bid validity or any extension thereof agreed to by the bidder
- b. In case of a successful bidder, if the bidder fails to submit the PBG in accordance with terms and conditions
- c. If any of the bidders modify their bid during the validity period
- d. If the Proposal is varied or modified in a manner not acceptable to PCI after opening of Proposal during the validity period or any extension thereof
- e. If the Bidder tries to influence/jeopardize the bidding/evaluation process or submits any forged documents

Disqualification:

The proposal is liable to be disqualified in the following cases:

- 1. Proposal submitted without EMD.
- 2. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- 3. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- 4. Bidder qualifies the proposal with its own conditions or assumptions.
- 5. Proposal is received in incomplete form.
- 6. Proposal is received after due date and time for submission of bid.
- 7. Proposal is not accompanied by all the requisite documents.
- 8. A commercial bid submitted with assumptions or conditions.
- 9. If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)
- 10. Proposal is not properly signed.
- 11. If bidder provides quotation only for a part of the project.
- 12. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- 13. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified.
- 14. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract **within 7 days** of the date of notice of award or within such extended period, as may be specified by PCI.
- 15. Bidders may specifically note that while evaluating the proposals, if it comes to PCI's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the ToRs floated by PCI.
- 16. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
- 17. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices; and
- 18. In case bidder fails to meet any of the bidding requirements as indicated in this TOR
- 19. In case bidder is sharing commercial information in Technical Bid.

Performance Bank Guarantee

- 1. The successful bidder shall at his own expense deposit with PCI, within 7 days of the date of notice of award or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) by way Bank Guarantee from a Nationalized/Scheduled/Commercial Bank acceptable to PCI in the format prescribed by PCI, payable on demand, for the due performance and fulfillment of the agreement by the bidder.
- 2. The Performance Guarantee (PG) will be for an amount of 10% of the Total contract value for a period of 38 Months.
- 3. After recording of the completion certificate for the project by the competent authority, the performance guarantee shall be returned to the bidder, without any interest.
- 4. PCI shall not make a claim under the performance guarantee except for amounts to which PCI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- 5. Failure of the bidder to extend the validity of the Performance Bank Guarantee as described herein above, in which event PCI may claim the full amount of the PBG.
- 6. Failure by the bidder to pay PCI any amount due, either as agreed by the bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by PCI.
- 7. In the event of the bidder being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of PCI.

Delivery Site

MacBooks will need to be delivered to multiple states across India. List of addresses will be provided by PCI after awarding of work order/LOI to the successful bidder.

It is important to note that the invoice containing the Serial Numbers of all the MacBooks is to be delivered to Pharmacy Council of India office at New Delhi.

Delivery Timeline

SL. No.	Activity /Task	Deliverables (supporting for the Milestone completion)
1	Delivery of all items as per LOI	T+5 Weeks

T: issue of Workorder/LOI to the successful bidder.

Payment Terms

SL. No.	Activity /Task	Deliverables (supporting for the Milestone completion)	Payment Milestone
1	Delivery of all items as per LOI	T+5 Weeks	90% of the Contact Value
2	After 90 days from Supply	T+17Weeks	10% of the Contract Value

T: issue of Workorder/LOI to the successful bidder.

Service Level Agreement (SLA)

SL. No.	Project Activities	Project Timeline (in Week) T= Date of issue of LOI	Penalty
1.	Delivery of all items as per LOI	T+5 Weeks	INR 5,000.00 per week on undelivered item
2.	Within 90 days from supply, if Bidder fails to address an issue registered by the user within 24 hours	T+17Weeks	flat penalty of INR 3000/ failure
3.	Within 90 days from supply, if Bidder fails to resolve the registered issue within 10 days	T+17Weeks	flat penalty of INR 5000/ failure

T: Issue of Workorder/LOI to the successful bidder.

Note: -

1. Maximum penalty shall not be more than 10% of CAPEX value. If the total penalty is more than 10%, Authority may terminate the contract and forfeit the PBG.

Minimum Technical Qualification Make: Apple

Model:

SI. No	Minimum Specification	Compliance	OEM data Sheet Reference
1	M2 Chip or advance Chip		
2	8-Core CPU		
3	8-Core GPU		
4	8GB Unified Memory		
5	256GB SSD Storage footnote		
6	16-core Neural Engine		
7	34.46 cm (13.6-inch) Liquid Retina display with True Tone		
8	1080p FaceTime HD camera		
9	MagSafe 3 charging port		
10	Two Thunderbolt / USB 4 ports		
11	Magic Keyboard with Touch ID		
12	Force Touch trackpad		
13	30W USB-C Power Adapter		
14	USB C to multi-port connector		
15	Mac based MS Office latest version		
16	Screen guard		
17	3 years OEM warranty		
18	Laptop Bag		

ANNEXURES

ANNEXURE 1: Form for Undertaking of Total Responsibility

(Company letterhead)

The Registrar, Pharmacy Council of India, NBCC Centre, 3rd Floor, Plot No.2, Community Centre, Maa Anandamai Marg, Okhla Phase - I, New Delhi

ToR Ref.

Date:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project, as per the requirements and terms and condition of the TOR for Supply of Apple MacBook Air with M2 Chip.

Thanking you,

(Signature of the Au	thorized signatory of the Bidding Organization)
Name	:
Designation	:
Date	:
Seal	:
Business Address	:

ANNEXURE 2: Self-declaration on the Blacklisting

(Company letterhead)

ToR Ref.

Date:

To,

The Registrar, Pharmacy Council of India, NBCC Centre, 3rd Floor, Plot No.2, Community Centre, Maa Anandamai Marg, Okhla Phase - I, New Delhi

Dear Sir/Madam

Sub: Self- declaration on Blacklisting

We confirm that we are not blacklisted by Central/ State Government Ministry/ Department / PSU/ Government Company. We also confirm that we are not under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice with any Indian Central/ State Government Ministry/ Department/ PSU/ Government Company.

Thanking you,

(Signature of the Au	thorized signatory of the Bidding Organization)
Name	:
Designation	:
Date	:
Seal	:
Business Address	

ANNEXURE 3- Undertaking on Absence of Litigation

(Company letterhead)

ToR Ref.

Date:

To,

The Registrar, Pharmacy Council of India, NBCC Centre, 3rd Floor, Plot No.2, Community Centre, Maa Anandamai Marg, Okhla Phase - I, New Delhi

Dear Sir/Madam

Sub: Undertaking on Absence of Litigation

Dear Sir,

I/We as System Integrator do hereby confirm that no claim, litigation, proceeding arbitration, investigation, inquiry or order from any regulatory authority, or material controversy is pending, on-going or is contemplated which would have a material adverse effect on our ability to enter into the Agreement or provide the Services to PCI on this Project.

Thanking you,

(Signature of the Authorized signatory of the Bidding Organization) Name:			
Designation	:		
Date	:		
Seal	:		
Business Address	:		

ANNEXURE 4: Form for Particulars of the Bidder:

Ref		Dated	XX.XX.2()21	
I. Fi	rm Details:				
A1	Name of the bidding Company				
A2	Registered Office Address				
A3	Address of Office(s)				
В	Incorporation Status of the firm	Public Limited	Private Limited	Partnership	Proprietary
	Enter " Yes "in appropriate box				
С	Year of Establishment				
D	Date of Incorporation				
Е	ROC Reference No				
F1	Registration Number				
F2	PAN Number				
14	Date of Commencement of Business				
G	GSTIN				
Н	Details of Contact Person				
H1	Name				
H2	Address				
H3	E-mail id				
H4	Phone Number				
H5	Mobile Number				
Ι	Name & Designation of Authorized Signatory				

ANNEXURE 5: Pre-qualification Bid Cover Letter on (Company Letter head):

To, The Registrar, Pharmacy Council of India, NBCC Centre, 3rd Floor, Plot No.2, Community Centre, Maa Anandamai Marg, Okhla Phase - I, New Delhi

Sub: Submission of the response to the ToR No <> dated <> for Supply of Apple MacBook Air with M2 Chip

Dear Sir,

In response to your ToR No	, we hereby submit our offer herewith.
 Bidder Name Website Address Email Address Address for Communication 	: : :
 5. Telephone Number 6. Fax/Telefax Number 7. Authorized Person - Name Designation Mobile No. Email ID 8. Alternate Person Name Designation Mobile No. Email ID 9. PAN Number 10. GST Regn. No. with Address 	
 11. Beneficiary's complete Bank Detail Bank Account No. IFSC / NEFT Code Name of the Bank Address of the Branch 12. Particulars of EMD Amount Mode of Payment (DD/BG) DD/BG No. Date 	s. :

Name of the Bank	:
Address of the Bank	:
Validity of BG	:

14. Following Documents are submitted to substantiate other eligibility criteria.

i)	 	 	
ii)	 	 	
iii)			

DECLARATION

- 1. We have read and understood the terms & conditions of the above-mentioned ToR and comply to all Terms & Conditions of the ToR. (In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the ToR and Deviation there to)
- 2. We certify that the information mentioned above are true and correct to best of our knowledge.

(Signature of the Au	thorized signatory of the Bidding Organization) Name:
Designation	:
Date	:
Seal	:
Business Address	:

S.			ComplianceProposal		
No.	Criteria	Documentary Evidence	(Yes/No)	Reference (Page No.)	
1.	Bidder company Registration	The Company should be registered under Companies Act, 1956, Govt. of India/Partnership/ Proprietary /LLP in last three years.			
2.	Incorporation Certificate	Bidder should be an established System Integrator and should have been in the business of IT/ITES			
3.	Bidder's Average Annual Turnover	Average annual Turnover of the Bidder shall not be less than Rs. 5 Crore. during the last three financial years from IT/ITES/ IT System Integration.			
4.	Non-Blacklisting	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.			
5.	Similar Experience	The Bidder should have successfully Supplied at least 1 Single order of 64 Laptops for Government/PSU/ Nationalized Bank/Large Enterprise			
		OR 2 orders of 48 Laptops for Government/PSU/ Nationalized Bank/Large Enterprise OR			
		3 Orders of 40 Laptops for Government/PSU/ Nationalized Bank/Large Enterprise			
7.	Human Capital Strength	The lead bidder must have 10 On roll Employees in India.			
8.	Net worth	The Bidder net worth should be positive			
9.	Certification	The bidder shall have ISO 9001 :2015,			
10.	Warranty Certificate	3 Year OEM warranty is must. Bidders need to enclose supporting documents with proposal.			

ANNEXURE 6: Pre-qualification Compliance Checklist)

S. No.	Financial Year	Annual Turnover (Rs. Crores)
1.	Financial Year 2019-20	
2.	Financial Year 2020-21	
3.	Financial Year 2021-22	

ANNEXURE 7: Turnover and Net worth Certificate:

Note: The audited Financial Statement for the corresponding year has to be enclosed.

S. No.	Financial Year	Net worth (Rs. Crores)
1.	Financial Year 2019-20	
2.	Financial Year 2020-21	
3.	Financial Year 2021-22	

Note: The audited Financial Statement for the corresponding year must be enclosed.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name, and designation of the authorized signatory for the Auditor's Firm)

#	Project name	Client	Value (in Rs.)	Start/ End date	Current Status	Proposal Reference (Page No.)

ANNEXURE 8: Format for Project Citation Summary:

Note: Please enclose detail for project criteria (as mentioned in PQ/TQ) separately and provide copy of Work Order/ Agreement/ Client Certificate from authorized signatory

ANNEXURE 10: Commercial Bid Format

Sl. No.	Items	Qty.	Unit price	Applicable Taxes	Grand Total
1.	Apple MacBook Air with M2 Chip or advance chip	80			
2.	Mac based MS Office latest version	80			
3.	USB C to multi-port connector	80			
4.	Screen Guard	80			
5.	Laptop Bag	80			
6.	Delivery Charges	-			

ANNEXURE 11: Bank Guarantee for Earnest Money Deposit:

Ref: -----Bank Guarantee No: Date:

To The Registrar, Pharmacy Council of India, NBCC Centre, 3rd Floor, Plot No.2, Community Centre, Maa Anandamai Marg, Okhla Phase - I, New Delhi

Against contract vide Advance Acceptance of the ToR No. covering "Terms of Reference (TOR) for Supply of Apple MacBook Air with M2 Chip" (hereinafter called the said 'contract') entered between Pharmacy Council of India, Govt. of India, (hereinafter called the Purchaser) and M/s., a Company should be registered under Companies Act, 1956, Govt. India/Partnership/ Proprietary Registered of /LLP and having its Office at of the Bidder we (name of the Bank / Branch) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] 1970 having its. Registered Office Act. and at..... and a branch office atare holding in trust in favor of the Purchaser, an amount of Rs (Rupees.....only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

1. We (Name of the Bank /Branch) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date and that if any claim accrues or arises against us (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us(Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us(Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

- 2. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
- 3. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
- 4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
- 5. We...... (Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, (Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance by the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only).

ii). The Bank Guarantee shall be valid up to; and.

iii) We...... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before XX/XX/XXXX

Authorized Signatory of the Bank

Signature Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature Full name/designation/ Address

WITNESS NO. 2

Signature Full name/designation/ Address

END OF DOCUMENT