



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,
Sahidnagar, Bhubaneswar - 751007**

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 08-03-2016

MMTC invites sealed techno-commercial quotation (both technical and commercial) from the reputed and experienced service provider / Firm / Supplier /contractor for comprehensive Annual Maintenance of Server, Desktop, Printer, UPS and Local Area Network at MMTC Bhubaneswar Office and comprehensive Annual Maintenance Contract of Desktop, Printer, UPS for MMTC Paradeep, Puri and Duburi Office for minimum one year at Regional office, Bhubaneswar.

Tender Number	TENDER NO : MMTC/BBSR/COMP/AMC/2015-16/02
Technical Bid	As per Annexure-I
Commercial Bid	As per Aneexure-II
Earnest Money	Rs. 10,000/- 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 Bhubaneswar . Earnest Money to be deposited along with the Technical bid
Cost of Tender Document	Rs. 525.00 (Five Hundred Twenty Five Only) inclusive of all taxes (non-refundable) accompanied with the technical bid.
Start Date for Tender document download	09.03.2016, 17:00 Hrs., Wednesday
Last Date and Time for Receipts of Tender offers	05.04.2016, 13:00 Hrs., Tuesday
Technical Bid Opening	05.04.2016, 15:30 Hrs. Tuesday at MMTC Limited, 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar - 751007
Commmercial Bid Opening	Will be informed later
Address of Communication	Ashis Chatterjee, Chief Manager (Systems), MMTC Limited, Alope Bharati Complex, Sahidnagar, 7 th Floor, Computer Division, Bhubaneswar - 751007.



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Date: 03-03-2016

Detailed tender documents will be available in our office on any working day between 10:00 a.m. to 05:00 p.m. on payment of Rs. 525.00 (Five Hundred Twenty Five Only) inclusive of all taxes (non-refundable) till 04th April, 2016 by cash. **Complete tender documents available at our website mmtclimited.gov.in**. In both cases the non-refundable payment of Rs. 525.00 is to be paid 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 'Bhubaneswar' be accompanied with the technical bid.

Sealed offers shall be submitted at the following address of MMTC, not later than 13:00 hours on **05.04.2016 (Tuesday)**. Offers delivered after this time and date shall be summarily rejected and returned unopened. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

a.	Bids/queries to be addressed to	Mr. Ashis Chatterjee, Chief Manager (Systems) Computer Division Alok Bharati Complex(7th Floor), Sahid Nagar,Bhubaneswar-751007
b.	Postal address for sending the Bids	Mr. Ashis Chatterjee, Chief Manager (Systems) Computer Division Alok Bharati Complex(7th Floor), Sahid Nagar,Bhubaneswar-751007
c.	Name/designation of the contact personnel	Mr. Ashis Chatterjee, Chief Manager (Systems) Computer Division.
d.	Telephone number of contact personnel	0674-2543331
e.	Fax number	0674-2546847

The Technical Bid will be opened in the presence of the authorized representative of the bidder at 1530 hours on **05.04.2016 (Tuesday)**. The person intending to attend the bid opening should bring authorization letter for the same from the company.



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CORRECTIONS:

Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.

ACCEPTANCE OF TENDERS:

MMTC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders, at any point of 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.

GENERAL INFORMATION / INSTRUCTION (TERMS & CONDITIONS) TO BIDDERS

A.1 The Tender shall be submitted in two parts in two separate sealed envelops:

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

MMTC reserves the right to revise or alter the scope of work before acceptance of any bid. In case the services offered deviates from the scope of work as described in this tender, the Bidder should describe unambiguously in what respect and to what extent the services offered by him differs from our specification even if the deviation is not very material.

A.2 ELIGIBILITY CRITERIA:

- 2.1** 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 Article 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 with technical bid.
- 2.2** Turnover of bidding company from IT Products and Services for the last two financial years must exceed 10 crores per year. (Certificate from CA to be enclosed).
- 2.3** The bidder company/firm should be financially sound. i.e., it must have profits in each last (3) three financial years. (Copy of Audited financial statements, CA Certificate along with the copy of Income Tax Return for the last three years should be enclosed.)



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Date: 03-03-2016

- 2.4 Bidder should have three (3) Works(s) Order in the immediately preceding (3) three years (2012-13, 2013-14, 2014-15) for data centre related Hardware/Software Maintenance and technical support of Servers Class Machines, LAN and Routers. Supporting document (s) to be enclosed with the technical bid for above or else bids are liable to be rejected.
- 2.5 Bidder should submit completion certificate towards the Work(s) order for the immediately preceding (3) years.
- 2.6 Bidder must comply with all terms and condition of the tender (signed copy of the tender document to be submitted).
- 2.7 Bidder should provide services in Bhubaneswar, Paradip, Puri and Duburi Location.

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

A.3 Other than above Documents to be enclosed with the TECHNICAL BID:-

- a. The Bidders particulars like registered office, management, technical employee strength, etc. should be furnished.
- b. Bidder should mention and attach the authorised service certificate if any.
- c. Bidder also should furnish the Customer Profile List.
- d. Authority letter by company in favour of authorised signatory as certified by the Company Secretary /Director.

The documentary evidence in respect of all the above points would have to be provided while submitting Technical bids. Technical Bids not accompanied by documentary evidence are liable to be rejected.

Annexure - I (Form A1 and Form A2), Attached at the end is also to be submitted along with the Technical Bid.

A.3.1 COST OF TENDER PREPARATION:

The bidder shall bear all costs associated with preparation and submission of the offer and MMTC shall in no case be responsible or liable for such costs regardless of the result of the tendering process.



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A.3.2 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 Bhubaneswar be accompanied with the offer; failing which the offer will not be considered.

The said earnest money deposit will be refunded to unsuccessful bidders. Also the said earnest money deposit will be refunded to successful bidder on submission of Performance Guarantee. **Earnest Money to be deposited along with the Technical bid.** 'The bid furnished without EMD amount would liable to be rejected.

A.4 PERIOD OF CONTRACT

The contract will be valid for a period of one year from the date of signing / date of acceptance of the AMC contract. The same may be renewed annually for further period of one year on same terms & conditions/rates, or any other conditions put by MMTC, if the services provided are satisfactory to be confirmed by MMTC.

LAW: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

EFFECTIVE DATE OF CONTRACT: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

A.5 TECHNICAL EVALUATION CRITERIA

- i. The Bidder should fulfil all the above Eligibility Criteria.
- ii. The Bidder should submit all the documents to be enclosed with the Technical Bid.
- iii. The Bidder should submit documentary evidence in respect of all the points specified in Eligibility Criteria and also in respect of the documents to be enclosed with the Technical Bid.



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A.6 DOCUMENTS TO BE ENCLOSED WITH THE COMMERCIAL BID

- i. The Bidder shall give the Commercial Bid in **Annexure-II and Annexure - III**.
- ii. The Prices quoted in the Commercial Bid should be inclusive of all taxes, duties, and expenses payable to any party or Government. Statements such as "Taxes as applicable" will not be entertained.

A.7 SUBMISSION OF BIDS:

Technical and Commercial Bid should be sealed separately and marked clearly and should be enclosed in another cover while submitting the bid. The envelope enclosing Technical bid should be superscripted with the words "for Annual Maintenance of Systems at MMTC Limited, RO Bhubaneswar". The envelope enclosing Commercial Bid should be superscripted with the words "COMMERCIAL BID FOR Annual Maintenance of Systems at MMTC Limited, RO Bhubaneswar". Envelope containing envelopes for Technical and Commercial Bid shall be superscripted with the words "TECHNICAL AND COMMERCIAL BID for Annual Maintenance of Systems at MMTC Limited, RO Bhubaneswar." Each envelop shall also bear the following details on the bottom left of the sealed cover:

- (a) Name of the Bidder (Firm/Company) & Address
- (b) Name of the Contact person
- (c) Postal Address, telegraphic address and telefax/telephone No. of the contact person

A.8. AMENDMENTS TO TENDER INFORMATION:

MMTC reserves the right to make revisions or amendments to the tender documents prior to the closing date of the tender. Such revisions or amendments shall be announced by an addendum or corrigendum.

A.9. VALIDITY:

The bidder shall hold valid their bids for 90 days from the closing date of the tender. In exceptional circumstances, prior to the expiry of the original tender 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 tender value and Earnest Money Deposit (EMD). A bidder agreeing in the request will not be permitted to modify his tender, but will be required to extend the validity correspondingly.



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A.10. PRICES:

- 10.1 Prices quoted shall be firm and not subject to variation on any account. The bidder should quote for the full part of the work scope as specified in this tender. Part bid for any items will not be accepted and liable to be rejected. The prices stated in the tenders shall include all taxes, charges, duties, incidental expenses etc. The prices stated are also to include all rights (if any) of patent; registered design or trademark and the Bidder shall be responsible against all claims in this respect.
- 10.2 The Bidder should quote individual AMC price against each type of machine.
- 10.3 The Cost of the Service Resident Engineer should be quoted by the AMC provider separately.

A.11 SIGNING AND STAMPING:

The bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Company's/Firm's authorized official and will bind to the Company/Firm to the contract. The person or persons signing the quotation shall sign all pages of the original quotation, except for un-amended printed literatures. Non-Compliance would result in disqualification of the bid.

The original and copies of the tender shall be signed by a person or persons duly authorized to bind the bidder to the contract. Power of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the tender. The tender documents and the related attachments shall be duly signed and stamped so as to indicate the first and second names of the signatory/ signatories clearly.

A.12. PERFORMANCE GUARANTEE ON RS 100 STAMP PAPER (PG): (AS AT ANNEXURE-IV)

The successful bidder will be required to submit a Performance Guarantee on receipt of the work order as per MMTC's prescribed Performa calculated at the rate of ten percent (10%) of the contracted value. This will be issued by a nationalized bank in India, valid until the termination of the AMC period for the services and to be submitted within 30 days from the date of acceptance of work order. The contract shall not be executed prior to submission of the required performance guarantee. All expenses, commissions and interest related to issuance and surrendering of the Performance Guarantee, accrued to the Bank shall be at the sole cost of the supplier.

Such Performance Guarantee shall be valid until the AMC period has expired. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to any interests thereon.



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Date: 03-03-2016

A.13 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.

A.14 AWARD CRITERIA

MMTC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. However, MMTC shall not be bound to accept the lowest or any bid and reserves unequivocally the right to accept any bid, wholly or in part.

A.15 NOTIFICATION OF AWARD

The acceptance of a bid, subject to the signing of the Contract, will be communicated in writing at the address for correspondence supplied by the successful Bidder. Any change of address of the Bidder, therefore, should be promptly notified in writing to MMTC.

A.16. SERVICE LOCATION: The Comprehensive Annual Maintenance services to be provided at the following locations:

RO Bhubaneswar	Alok Bharati Complex, Saheed Nagar, 7 th Floor, Bhubaneswar - 751007
SRO Paradip	MMTC Housing Complex,(Block- A),Madhuban,Near Jagannath Temple, Paradip-754142,Dist. Jagatsinghpur (Odisha)
Duburi Location	MMTC Cell, NINL, Duburi, Kalinga Nagar Industrial Complex, Duburi - 755026 (Odisha)
Puri Location	MMTC Retail Outlet Nilachal Complex (Ground Floor) Grand Road, Puri 752001 (Odisha)



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Schedule of requirements: List for Comprehensive Annual Maintenance contract of server, Desktop UPS, Printers is given below:

ITEM	RO Bhubaneswar	SRO Paradip	Duburi Location	Puri Location
Server	01	NIL	NIL	NIL
Desktop	33	03	02	01
HP LaserJet Printer	41	03	02	NIL
Epson LX310 DMP	02	NIL	NIL	NIL
APC 3 KVA UPS	01	NIL	NIL	NIL
500/600/650VA Offline UPS	48	04	02	01
24-Port network switches	02	NIL	NIL	NIL

B. SCOPE OF WORK

A brief overview of the Services required is outlined below.

Comprehensive Annual maintenance of Server, Desktop, Printer and UPS (Detailed as at annexure - III) and its associated software and accessories.

- 1.1 The scope of work covers annual preventive and corrective maintenance of all equipments covered under AMC during office hours i.e. 9.30 AM to 5.30 PM, Monday to Saturday, to keep the equipment in good working condition. The repair works shall be carried out at the location of the equipment except in exceptional circumstances when the equipment or any component may be required to be taken out for repairs in workshop at no extra cost to MMTC.

AMC Service Provider also shall provide one Resident Service Engineer for RO Bhubaneswar, who will install, maintain HW & SW and repair computer systems and equipment on all working days i.e. 9.30 AM to 5.30 PM from Monday to Saturday to keep the equipment in good working order.



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Residential Engineer could work as a member of an IT support team. As a technician apart from Hardware repair, following day-to-day tasks to be performed by a Residential Engineer :

- i. Installing new IT systems
 - ii. Upgrading existing hardware and software
 - iii. Visiting users to set up their PCs or fix faulty equipment
 - iv. Servicing printers, scanners, UPS and other office equipment (known as peripherals)
 - v. Taking Weekly backup of all users
 - vi. Any other systems related work e.g. Compliance of IT Security Audit Para, etc. if allotted.
- 1.2 During the AMC period, the successful bidder has to provide the comprehensive service including labour, parts, freight and transportation etc, taxes, duties and levies on spare parts. Original equipments/spares in brand new condition are to be supplied and installed by the successful bidder at his own cost and risk. In case spare parts with same configuration is not available, the successful bidder has to replace the spares in higher configuration with no cost from MMTC
- 1.3 It will be the responsibility of the successful bidder to ensure smooth and uninterrupted running of the machines along with its installed software in healthy condition during the entire AMC period.
- 1.4 Bidder also have to carry out preventive maintenance (PM) of all equipments covered under AMC once every fortnight and would maintain the Job Card for PM. The PM job card has to be signed by the user. In long absence of the user only systems official are authorised to certify.
- 1.5 **Operating Systems (OS) Support:** This contract is inclusive of OS support on all the PCs and Servers. Any problem related with OS maintenance like reloading the OS with all device drivers, OS upgrade, System Configuration and network configuration will be attended & rectified by Service Provider.(Support with regard to OS installation / Software installation and configuration will have too be provided for those which are under warranty). Service provider would provide all required device driver. For OS up gradation MMTC will provide media of OS upgrade software/service pack.



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Date: 03-03-2016

1.6 The system will be considered working for the purpose of uptime / downtime on fulfilment of the following: -

1.6.1 If all or any hardware and/or software (up to Operating System level) covered under this contract are not operational, the system will be treated as down and downtime will be counted after allowable 48 hours only.

1.6.2 Counting of downtime for locations other than RO Bhubaneswar where the Residential Engineer shall not be present are as follows: -

(i) Call for equipment malfunction shall be reported by MMTC to the service provider by FAX, telephone etc. For this purpose, the successful bidder shall furnish details viz. postal address, phone/fax number, e-mail address etc. to MMTC.

(ii) The successful bidder will inform the call serial number and the time of call reporting for which record will be maintained by MMTC and by their complaint registering office. The time noted on the FAX / email message shall also reckon.

(iii) The time of reporting of all calls shall be within our normal office hours and the successful bidder shall ensure due and proper receipt and lodgement of complaints at his end during these hours. The maximum response time to attend the complaint shall be 2 (two) hours from the time of lodgement of the complaint. And should be resolved within (4) Four hrs. After lodging of fault complaint.

(iv) All calls reported after 4 PM on Monday to Saturday shall be treated as a call reported on the next working day for the purpose of downtime calculations.

1.6.3 Counting of downtime for locations inclusive RO Bhubaneswar

(i) However, under no circumstances, the system shall be considered, as up if any of the original installed software is not in running condition.

(ii) In case of any system, subsystem and/or any peripheral device being down for more than 24 hours, the same shall be temporarily replaced by the successful bidder within 48 hours with a machine and/or component of similar configuration to ensure continuous functioning of the computer system. The system will be considered up in this case and no downtime will be counted. All efforts shall be made by the successful bidder to limit such temporary replacements to less than 15 days. However, the successful bidder have to ensure that on any such temporary replacements, overall performance of the system is not affected.



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Date: 03-03-2016

- (iii) The timely service is essence of the contract. If the successful bidder / AMC provider fails to perform the Contract, the liquidated damages are payable by AMC provider @2% per week of the contract price subject to a maximum of 10% of total contract value
- (iv) In case the problem is not resolved within a reasonable time, the job will be got done from the third party at the discretion of MMTC and amount charged will be deducted from the AMC charges in addition to the penalty.

1.7 The Service provider shall provide Resident Engineer for maintenance/service from 9:30 AM to 6:00 PM from Monday to Friday and also whenever MMTC require the services of engineer on Saturday and Sunday under intimation to service provider to keep the equipment in good working condition (Engineer should bbe graduate with CCNA and Networking Certification). The repair works shall be carried out at the location of the equipment except in exceptional circumstances when the equipment or any component may be required to be taken out for repair in workshop.

1.8 The service provider shall prepare network diagram after tagging the nodes and maintain thereof.

1.9 The resident engineer should report MMTC Computer Division 07th Floor at 9:30 am. The engineer will be required to have valid Identity Card issued by the Service provider.

2.0 PRICE/CHARGES

Item-wise AMC charges inclusive of all taxes, charges, fees, duties etc. for server, computers, printers, UPS and network systems to be quoted by the bidder as per following format: -

Sl.No	Specification of item	Qty.	Rate (Rs.)	Total Amount (Rs.)
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3.0 PAYMENT

Payment shall be made on pro rata basis on completion of each quarter. The pro rata payment shall be made on completion of one quarter of operation of system after deducting the penalty amount, if any as may be payable in terms of aforesaid sub-clause 1.6.1(vii) on account of the down time. A sum @10% of the gross amount of the bill shall be deducted from each running bill till the sum amounts to 5% of the contract value of the work. All statutory deductions would be made at source in terms of applicable statute for applicable taxes.



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E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

3.1 The AMC Provider should provide Bank Details for E-Payment Purpose.

MMTC shall release quarterly payment on satisfactorily completion of the period after submission of following documents/reports before release of payment.

- i) Submission of performance guarantee
- ii) Invoices in duplicate.

4.0 TERMINATION OF CONTRACT

Either Party may terminate this agreement for cause if the other party breaches the agreement or is in difficult of any of the provisions thereof, or for any other reason, by giving a written notice of termination to the party in breach of default of the agreement, not less than twenty (20) days before such termination as to become effective, and such termination shall become effective on the date specified in the said notice unless such breach or default shall be corrected within (10) days of the giving notice of termination or within such longer period of time for correcting the breach or default as may be mutually agreed in writing for that purpose. Grounds of termination includes:-

4.1 Bankrupt/Insolvent

4.2 As per discussion of the arbitral tribunal

4.3 The delivery of the services is delayed for causes not attributed to Force Majeure for more than 30 days after the scheduled date of signing of contract

4.5 If the services are not found satisfactory as per RFP/contract.

4.5 The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.

5.0 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.



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Date: 03-03-2016

6.0 INDEMNITY

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

7.0 LIQUIDATED DAMAGES

The timely services are essence of the contract. In the event of service provider failure to deliver the services as detailed at scope of work within the stipulated period, the liquidated damages payable by them @ 2% per week of the order value subject to a maximum of 10% of total order value. Penalty shall be levied for the absence of resident diploma engineer at the rate of Rs.500/- (Rupees Five Hundred only) for every working day.

8.0 FORCE MAJEURE

8.1 Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract. The contract delivery period may be extended in case of Force Majeure condition.

8.2 In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

8.3 In order to be able to obtain an extension to the contract delivery period, the bidder 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 show that such an event is not attributable to any failures on its part.



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Date: 03-03-2016

- 8.4 Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- 8.5 If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. ARBITRATION

All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. All disputes or differences 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.

Format of Arbitration Clause

- i. All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- ii. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- iii. Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- iv. The sole Arbitrator shall have its seal in New Delhi.



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Date: 03-03-2016

- v. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- vi. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- vii. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

10. Access to Books of Accounts:

In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents /Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

11. Non-disclosure of Contract documents:

Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party

12. Penalty for use of Undue influence:

The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by -the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation .A decision of the customer or his nominee



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,
Sahidnagar, Bhubaneswar - 751007**

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,
Sahidnagar, Bhubaneswar - 751007**

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

TECHNICAL BID Annexure -I (Form A1)

(To be filled by the bidder)

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

Sl.No.	Description	Compliance (Y/N)	Supporting document (Y/N)
1.	The bidder company/firm should be registered in India. Certificate of Incorporation, Copy of PAN, Service TAX Registration (CST/LST as applicable), copies of Article 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 with technical bid.		
2.	Turnover of bidding company from IT Products and Services for the last two financial years must exceed 10 crores per year. (Certificate from CA to be enclosed).		
3.	The bidder company/firm should be financially sound. i.e., it must have profits in each last (3) three financial years. (Copy of Audited financial statements, CA Certificate and directors' reports for the last three years should be enclosed.)		
4.	Bidder should have three (3) Works(s) Order in the immediately preceding (3) three years (2012-13, 2013-14, 2014-15) for data centre related Hardware/Software Maintenance and technical support of Servers Class Machines, LAN and Routers.		
5.	Bidder should submit completion certificate towards the Work(s) order for the immediately preceding (3) years.		
6.	Bidder must comply with all terms and condition of the tender (signed copy of the tender document to be submitted).		
7.	Bidder should provide services in Bhubaneswar, Paradip, Puri and Duburi Location.		



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,
Sahidnagar, Bhubaneswar - 751007**

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

TECHNICAL BID

Annexure -I (Form A2)

CLINTELE

(To be filled by the bidder)

Tender No.	
<u>Company Details</u>	
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	
<u>Contact Details</u>	
Contact Name	
Designation	
Date of Birth [DD/MM/YY]	
Correspondence Email	
Phone	
Mobile	



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,
Sahidnagar, Bhubaneswar - 751007**

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

Annexure-II

COMMERCIAL BID.

(To be filled by the bidder)

Sl.No.	Description	Amount in (Rs.) inclusive of all taxes
1.	Comprehensive Annual Maintenance of Server, Desktop, HP LaserJet Printers , MF printers & Scanners as per Annexure- III. All the parts of the Server, Desktop, UPS, LJ printers, DMP Printers and Scanners shall be included in AMC. (Only Cartridges and UPS Battery will be excluded).	
2.	Cost of Resident Engineer 8 Hrs. Basis / 4 Hrs. Basis	
	Sub Total	

Please Note while quoting-

The rates quoted above should be strictly as per the format. If there are any other charges quoted separately the bid will not be considered and may be disqualified.

Remark: -

- The cost should be inclusive of all Taxes/ VAT/any other taxes etc.
- MMTC would not provide any charges towards Boarding/Lodging/ Traveling etc. cost. The same has to be borne by vendor.



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,
Sahidnagar, Bhubaneswar - 751007**

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

ANNEXURE- III - ASSETS LIST OF RO BHUBANESWAR

Sl.No.	Specification of the Item	Existing Qty.	Rate (Rs.)	Total Value (Rs.)
1	HP- PROLIANT ML350G4 Server	1		
2	Compaq Desktop - D380MX	2		
3	Compaq Desktop - EVOD-320M	3		
4	HP-Compaq Desktop - D330	5		
5	HP Desktop - DX6110MT	4		
6	HP Desktop - DX 6120	1		
7	HP Desktop - DX2280	3		
8	HP Desktop - DX2480	4		
9	HP Desktop - Pro 3090MT	5		
10	HP Desktop - 6200	6		
11	HP LaserJet 1300 Printer	3		
12	HP LaserJet 1020 Printer	14		
13	HP LaserJet P1007 Printer	9		
14	HP LaserJet P1108 Printer	7		
15	HP LaserJet M521n Colour Printer	1		
16	HP LaserJet M1005 Printer	6		
17	HP LaserJet M1319f Printer	1		
18	EPSON LX310 Printer	2		
19	APC 3KVA Smart UPS	1		
20	APC 500 VA UPS	26		
21	APC 600 VA UPS	15		
22	APC 650 VA UPS	7		
23	24 Port DLINK Switches	2		
	Total Amt.			

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

ASSETS LIST OF SRO PARDEEP

Sl.No.	Specification of the Item	Existing Qty.	Rate (Rs.)	Total Value (Rs.)
1	HP Desktop - DX 6120	1		
2	HP Desktop - DX2480	1		
3	HP Desktop - Pro 3090MT	1		
4	HP LaserJet 1020 Printer	1		
5	HP LaserJet P1007 Printer	2		
6	APC 500 VA UPS	2		
7	APC 650 VA UPS	2		
	Total Amt.			

ASSETS LIST OF PURI LOCATION

Sl.No.	Specification of the Item	Existing Qty.	Rate (Rs.)	Total Value (Rs.)
1	Desktop	1		
2	UPS	1		
	Total Amt.			

ASSETS LIST OF DUBURI LOCATION

Sl.No.	Specification of the Item	Existing Qty.	Rate (Rs.)	Total Value (Rs.)
1	HP Desktop - DX2280	1		
2	HP Desktop - Pro 3330	1		
3	HP LaserJet 1300 Printer	1		
4	HP LaserJet M1213nf Printer	1		
5	APC 500 VA UPS	1		
6	APC 600 VA UPS	1		
	Total Amt.			



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,
Sahidnagar, Bhubaneswar - 751007**

E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

ANNEXURE IV

PERFORMANCE BANK GUARANTEE (as per MMTC format)

(Rs. 100 Stamp Paper)

No.

Date

To

MMTC Limited

Alok Bharati Complex

Sahid nagar, 7th Floor,

Bhubaneswar – 751007

1. WHEREAS _____ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Alok Bharati Complex, Sahidnagar, 7th Floor, Bhubaneswar-751007, (hereinafter called the "MMTC") bearing Contract No. _____ dated _____ the seller has agreed to provide the Comprehensive Annual Maintenance of Server, Desktop, printers, UPS and Local Area Network at MMTC Bhubaneswar and SRO Paradip, Duburi Location and Puri office with one resident engineer at Bhubaneswar office for a value of Rs. (Total order value) (Rupees (in words) and whereas the Seller has agreed to maintain the computer hardware and software strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. dated. _____.
2. 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).



E-TENDER NO: MMTC/BBSR/COMP/AMC/2015-16/02

Date: 03-03-2016

3. 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.
4. 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 or 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.
5. We, (bank name & address) also undertake not to revoke the guarantee during 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 thereto. 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 there under and that the said Seller have no claim against us for making such payment.
6. Our liability under this guarantee is restricted to an amount of Rs. (100% of PO 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.
7. All claims under this BG may be lodged and payable at (Bank Bhubaneswar Branch).

Witness: 1.
2 (Authorised Signatory)
(Signed with stamped)