



**MMTC HOUSE , C-22 , BLOCK 'E', BANDRA KURLA COMPLEX, BANDRA (E),
MUMBAI – 400 051. TELEPHONE NO: 022-26570744 , 022-61214526**

Tender No: MMTC/MUMBAI/SYSTEMS/2019-20/2

Date : 05-07-2019

INVITATION FOR QUOTATION

MMTC Limited, a company registered under Companies Act, 1956 having its Regional Office at MMTC House, C-22, 'E' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Regd./Corporate Office at Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003; hereinafter after referred to as “MMTC” invites e-bid in Techno-Ccommercial format for Ccomprehensive Annual Maintenance of System Hardware (Desktops, Laptops, Printers, Firewall, Networking , UPS etc AND Rate Contract for additional work (Labour charges and passive components for Local Area Network) at **Bandra Kurla complex (BKC) , SEEPZ and Sahar Air Cargo offices from deputed company / partnership firm/ proprietorship firm having experience in maintenance of computer system hardware and software etc.**

Tender no.	MMTC/MUM/COMP/2019/2
Cost of Tender Document	Nil
Earnest money deposit	30000/- (Thirty thousand only)
Bid Submission Date Starts from	05.07.2019 on 14.00 hrs.
Last Date and Time of submission of tender	Up to 14:00 hrs On 25.07.2019
Date and Time of Opening of Tender	15:00 hrs. On 25.07.2019
Contact Person for Further Communication	MMTC Limited, MMTC HOUSE , C-22 , BLOCK 'E', BANDRA KURLA COMPLEX, BANDRA (E),MUMBAI – 400 051.

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SECTION - I
(NOTICE INVITING TENDER)

1.0. BACKGROUND

Established in 1963, MMTC Limited - a Central Government PSU, one of the highest foreign exchange earners for India, is a leading international trading company. It is the largest international trading company of India and the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

Wide Area Network has been built up connecting the various regional offices across the country through leased lines/SSLVPN. MMTC has implemented e.Application ERP solution from M/s Ramco Systems, which is a centralized solution with Application and data server at the central office. CITRIX thin client solution has been implemented to enhance the application response and provide a centralized computing architecture. The ERP solution implemented uses client server architecture. The operation of ERP is done through these channels. The networking environment has been secured through installation and configuration of the Security Software, the system is in operation for the last ten years.

2.0 OBJECTIVE

MMTC intends to enter into Annual Maintenance contract for **Desktops, Servers, Printers and Local Area Network** and its associated software in MMTC Limited, BKC office, Seepz office, sahar cargo office locations in MUMBAI as per Annexure-I to Annexure-II.

3.0 Eligibility of Criteria:

- 3.1 The bidder must be registered in India. (Documents in support of Company registration/firm/proprietorship, copy of PAN card and GST registration Number (GSTIN) with State code should be submitted).
- 3.2 The bidder must have one service centre in Mumbai city fully equipped for service of computer hardware & related accessories/ peripherals.
- 3.3 Bidder should have at least **THREE (3) Work(s) Order** each for the immediately **preceding (3) three years** 2016-2017, 2017-2018 2018-2019. for Hardware & software Maintenance and technical/software support of Server/DESKTOP/LAPTOP/PRINTERS/UPS machines, LAN and Routers for large/medium scale enterprise level organization.
- 3.4 Out of the three work orders for each year as per 3.3above , at least one work order & their completion certificates should pertain to Government of India/State Government/Public sector Undertakings (PSU)
- 3.5 Provide the details of AMC performed during the last three years in the following proforma /format.

S.No	Name and Address of department with contact detail.	Brief Detail of PC, Printers, UPS etc	Nos of Resident Engineers	Period of Contract	Annual Contract Value

Satisfactory performance certificate/completion certificate from these organizations along with copies of the work order should be attached.

- 3.7 Bidder should be financially sound i.e., it must have made profits in the immediately preceding (3) three financial years (2016-17,2017-18, 2018-19) Audited annual accounts copy to be submitted.
- 3.8 Bidder must comply with all terms and conditions of the tender (Signed copy of tender documents to be submitted).

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

4.0 PERIOD OF CONTRACT

The contract between MMTC and successful Bidder/Service provider shall be valid for a period of one year from the date of execution of contract by the successful bidder. The same may be renewed annually for further period of two years, if required, at the option of MMTC on the same terms & condition and rates subject to satisfactory performance by the service provider

DISCLAIMER

- 5.0 The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this RFP document.
- 5.1 This Request for Proposal (RFP) documents is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
- 5.2 MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
- 6.0 MMTC reserves the right to accept or reject any quotation, and to annul the quoting process and reject all quotations, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds of MMTC's said action.

SECTION - II **SCOPE OF WORK**

1.0 The Service Provider should provide the following type of services

- i. Preventive maintenance
- ii. Corrective maintenance
- iii. Software services for system operations
- iv. Assistance in H/w & S/w Up gradation

1.1 Resident Engineer :

The Service Provider shall provide **Two (2) Resident Engineers** for maintenance/service

- i) One engineer at BKC office from 9:30 A.M. to 5:30 P.M Monday to Saturday, except holidays
- ii) One engineer to manage both Seepz & Cargo offices from Monday to Saturday 10 am to 6 pm and attend to all calls/complaints of Seepz & Cargo as and when the need arises

The resident engineer should maintain / keep the equipments in good working order. On holidays service provider has to depute resident engineer should maintain as per requirement of MMTC. The repair work 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.

The resident engineer must be experienced & posses minimum **diploma in computer hardware & software certificate to this effect to be enclosed.**

Service Provider agrees to provide the following services under the contract to keep the systems & peripherals in good working order.

- 1.2 Maintain the systems inventory details of all the items under the scope of contract which would be taken to service centre for necessary repairs in proper manner.
- 1.3 **Scheduled Preventive Maintenance (PM)** once in Three (3) Months for all systems, printers etc covered under this contract. PM can be clubbed with corrective maintenance. Service Provider would maintain the preventive maintenance record in a separate register exclusively meant for this task.
- 1.4 Comprehensive service includes labour, parts, freight, and transportation etc, taxes, duties and levies on spare parts.
- 1.5 **Unscheduled, on call corrective and remedial maintenance service** to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be a new part or equivalent in performance and specification to new part. Whether defective item/components are to be replaced or repaired shall be at the sole discretion of Service Provider.
- 1.6 **Operating System (OS) Support:** This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, System configuration and network

configuration will be attended & rectified by Service Provider. Service Provider would provide all required device drivers. For OS up gradation MMTC will provide a set of OS upgrade software.

- 1.7 **Anti Virus Software Support:** This contract includes the Anti-virus software support on the systems covered under this contract. Any problem related with System Virus will be attended and rectified by the service provider engineer. Service Provider will update the anti virus software as and when required and also during preventive maintenance of the systems of the anti-virus software provided by MMTC.

1.8 Local area networking support :

- 1.8.1 The service provider shall prepare network diagram after tagging the nodes on all the floors and maintenance thereof.
- 1.8.2 Direct cables from switch to end-user to be punched on jack panel and terminate at IO box. (**For additional equipment's MMTC shall pay as per rate contract**).
- 1.8.3 The resident engineer should have necessary LAN tools to carry out the job.
- 1.8.4 The service provider shall agree to provide the services under the contract to keep the systems & peripherals in good working order. Maintain the LAN inventory details in proper manner.
- 1.8.5 The service provider shall set right the malfunctions of the LAN. This includes replacement of unserviceable parts and Switches. The parts/switch replaced will either be a new or equivalent in performance / specification .
- 1.9 Installation of client software(s) and other application tools as desired by MMTC at client systems.
- 1.10 Online support to users in systems, application and printer configuration.
- 1.11 Update of the software/drivers required for the networking components during the contract period.
- 1.12 Half-yearly cleaning of hardware using standard isopropyl alcohol.
- 1.13 AMC Provider will replace/repair damaged/broken mouse and Keyboards of same make (or equivalent quality & specification) at no extra cost.
- 1.14 Resident Engineers will have to book Call to suppliers/ vendors for the systems/printers under warranty and co-ordinate with them.
- 1.15 All software's used by the service provider for update/system repair etc. must be licenced & no pirated software/application should used/installed on any machine.

SECTION – III
INSTRUCTIONS, GENERAL TERMS AND CONDITIONS TO BIDDERS

1.0 General

1.1 The Tender shall be submitted in two parts

- | | | |
|------|-----------------------|------------------|
| (i) | Technical Bid | - on Line |
| (ii) | Commercial Bid | - on Line |

1.2 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 services as described in this RFP, the Bidder should describe unambiguously in what respect and to what extent the services offered by it differs from our specification even if the deviation is not very material.

1.3 SPECIAL TERMS & CONDITIONS FOR E-TENDER (for Technical and Commercial Bid)

For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk :

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136 866	support@abcprocure.com info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Sumit Kumar (Dedicated Helpdesk for MMTC)	+91 9265562826	sumit.kumar@eptl.in
Technical Assistance related to eTender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848	pankesh@eptl.in

1. The bidder shall have valid Class.III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI),

Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.

2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing etendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcpocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.
6. The bidder shall submit the tender in two bid system through e-mode only. PART – 1 shall be - TECHNICAL BID, PART – II shall be PRICE BID.

2.0 Cost of Bidding

3.1 The bidder shall bear all costs associated with the 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.

2.1 EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):

E-Bid shall be accompanied by an EMD of Rs.30,000/- in the form of Demand Draft/Pay Order issued by any nationalized bank drawn in favour of "MMTC Ltd". payable at Mumbai or through NEFT/RTGS payment mode as per details given below subject to verification/proof of receipt in MMTC account Deposit of EMD should be followed up with an email mentioning the UTR no. of transaction along with GSTIN. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date and time, before closure of tender, the same shall be treated as invalid and no representation in such regard shall be entertained.

MMTC Bank details are as under :

- 1 .A/C NO : 230010200004688
2. Name and Address of Bank : Axis Bank Ltd, BKC Branch, Mumbai 400 051
3. IFSC CODE : UTIB0000230

4. EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be refunded after finalization of the tender.

EMD of successful bidder(s) shall be treated as security deposit and shall be released only after completion of entire agreement and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the service provider.

3.0 The Bid Documents

3.1 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender (Section I)
- (b) Scope of Work (Section-II)
- (c) Instructions, General conditions & Special Conditions to the Bidders (Section III)
- (d) Technical Bid – Bid Particulars (Form A1)
- (e) Technical Bid – Bidder’s Experience (Form A2)
- (f) Technical Bid – Technical – Compliance Statement for Eligibility Criterion (Form A3)
- (g) Technical Bid – Technical - Terms and conditions as agreed. (Form A4)
- (h) Financial Bid - Commercial for AMC of Computers and Peripherals (Section IV)
- (i) E-Payment Performa (Annexure – A)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.

4.5 Documents to be enclosed with the Commercial Bid: -

4.1 The Bidder shall respond to Sections IV.(Financial Bid)

4.2 The Prices quoted in the Commercial / Financial)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.**

4.6 The Technical bid will be opened in the presence of the authorized representative of the bidder. The person intending to attend the opening should bring authorization letter for the same from the company / firm

5.0 Clarification of Bid Documents

5.1 Any bidder requiring any clarification of the bid documents may notify MMTC in writing or by email within one week of date publishing tender.

6.0 Amendments of Bid Documents

6.1 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 addenda. In such case, the addendum shall include an announcement of the new closing date set for the submission of offers, if any.

6.2 The amendments shall be notified on www.mmtclimited.gov.in and www.eprocure.gov.in , <https://mmtc.abcpocure.com> and these amendments will be binding on bidders.

6.3 In order to afford the prospective dealers / bidders reasonable time to take the amendments into account in preparing their bids, MMTC may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 BID PRICES

7.1 The bidder shall give the total composite price inclusive of all levies & taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other component of the price need to be individually indicated against the services/services it proposes to supply under the contract. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by MMTC

7.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7.3 The unit prices quoted by the bidder shall be in sufficient detail to enable MMTC to arrive at prices of services offered.

7.4 “DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account”.

7.5 The prices stated shall also include all rights (if any) of patent, registered design or trade mark and the bidder shall be responsible against all claims, whatsoever, in this respect.

7.6 No increase, decrease, discount, reduction or any other change in the prices or conditions shall be acceptable after opening of the Bids.

8.0 Documents establishing services conformity to bid documents:

8.1 The documentary evidence of the ‘services and services’ conformity to the Bid Documents may be in the form of literature, drawings, data etc and he shall furnish:

- a. detailed description of the services with essential technical and performance characteristics;
- b. clause-by-clause compliance on MMTCs technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. A bid without clause-by-clause compliance of Technical specification and Commercial & General Conditions shall not be considered.

9.0 Period of validity of bids:

11.1 The bidders shall hold valid their bids for 90 days from the date of bid opening. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension of the period validity of bid. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting its Bid Security. A bidder agreeing to the request shall not be permitted to modify its bid, but required to extend the validity correspondingly.

10.0 Format, signing and marking of bids:

10.1 The Bid shall be typed or printed and **all the pages numbered** consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The Technical and Commercial bids submitted shall be sealed properly. Separately with remarks “Technical Bid” and Commercial Bid”] as the case may be .**

11.0 Submission of Bids:

11.1 MMTC may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 7 in which case all rights and obligations of MMTC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11.2 Bid submitted by FAX/mail will not be accepted.

12.0 Clarification of Bid:

12.1 To assist in the examination, evaluation and comparisons of bids, MMTC may, at its discretion, ask the bidder for the clarification of its bids. The request of clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.(Ref clause 6.0)**

13.0 Contacting the MMTC:

14.1 Subject to Clause 15, no bidder shall try to influence the MMTC on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

14.2 Any effort by a bidder to influence MMTC in it's bid evaluation; bid comparison or contract award decisions shall result in the rejection of the bid.

14.0 Award of contract:

MMTC shall consider placement of Work Orders on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been validated. A formal agreement shall be entered in between MMTC and successful bidder:

15.0 Acceptance of Bid:

15.1 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for MMTC's action.

15.2 A Technical Committee may be constituted to scrutinize/finalize the Contract. The Committee reserves the right to reject any or all the offers without assigning any reason thereof.

16.0 Issue of work Order/Signing of contract:

16.1 MMTC shall issue Work Order to successful Bidder .

16.2 The bidder shall within Seven (7) days of issue of the Work Order, give his acceptance.

16.3 Failure of the successful bidder to submit acceptance as per Clause 16.2, shall constitute sufficient ground for the annulment of the award in which event the MMTC may make the award to any other bidder at the discretion of the Purchaser or call for new bids by floating fresh tender.

17.0 Signing of the agreement .

The successful Bidder shall be required to enter into a formal Non – Disclosure Agreement with MMTC within Thirty (30) days of the award of the Contract or within such extended period, as may be specified by MMTC (As per MMTC’s performa).

19.0 Inspection of Site:

The Purchaser shall have the right to inspect the infrastructure of the Bidder pursuant to Form A-1.

20.0 Prices:

20.1 (a) Prices charged by the Bidder for services performed under the contract shall not be higher from the prices quoted by the Bidder in his Bid.

(b) In the case of revision of Statutory Levies/Taxes during the finalization period of the tender the MMTC reserves the right to ask for corresponding change in rates

20.2 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes and other statutory duties will not affect the price during this period.

21.0 Changes in Work Orders:

21.1 The MMTC, at any time, by a written order given to the Bidder, make changes within the general scope of the contract in any one or more of the following.

- i. The services to be provided by the Service provider.

22.0 Termination for Default:

22.1 The MMTC may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate the Contract in whole or in part.

- i. If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by MMTC ;
- ii. If the Service Provider fails to perform any other obligation(s) under the Contract; and
- iii. If the Service Provider, in either of the above circumstances, does not remedy failure within a period of 7 days (or such longer period as the MMTC may authorize in writing) after receipt of the default notice from the MMTC.

22.2. In the event the MMTC terminates the contract in whole or in part, pursuant to clause 22.0 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the service provider shall be liable to MMTC for any excess cost for such similar services. However, the Service Provider shall continue performance of the contract to the extent not terminated.

23.0 Contract Period

23.1 For the equipments under maintenance the AMC will be valid for the period of one year from the date of execution of contract by the service provider.

23.2 This contract may be renewed annually with same terms and conditions, provided MMTC is satisfied with the services of Service Provider or on the terms & conditions mutually agreed by MMTC and Service Provider. The Service Provider shall not have any objection regarding the third party hardware installation by MMTC during the contract period.

24.0 Terms of Payment

24.1 No advance payment in any case would be made.

24.2 E-Payment will be made on quarterly basis i.e. at the end of every quarter upon successful completion of all service calls in the said period .

24.3 The payment would be made against the invoice (in triplicate) mentioning the details of equipment that come in the maintenance.

24.4 The number of equipments for AMC is liable to vary from time to time and payment may be made on prorata basis for the period equipment has been under AMC at the rate applicable for the said equipment. In case within the contract period, for any reasons, the systems under maintenance are disposed off by MMTC, the contractual amount for that particular system shall be repaid by the Service Provider, or deducted from the amount payable by MMTC, to service provider on pro-rata basis.

24.5 MMTC will make payment through e-payment mode only. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode. The payment would be made after deducting necessary taxes applicable, if any. Details are to be provided as per E-Payment Performa (Annexure – II) attached, along with copies of cancelled cheque copy & PAN Card.

The above payment terms would be strictly followed. Bidders/service provider requested not to indicate their own payment terms.

25.0 Indemnity:

25.1 The Bidder shall at all times indemnify & keep indemnified MMTC against all claims those may be made in respect of the said work for infringement of any rights protected by patent registration, design or trade mark etc. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, it

shall notify to the Bidder/service provider and the Bidder/service provider shall at his own expense, either settle any such dispute or conduct itself any litigation that may arise, there from.

26.0 Force Majeure

26.1 The Force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc.

26.2 The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the 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.

27.0 Arbitration: (sole arbitration clause)

27.1 All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The award made in pursuance thereof shall be binding on both parties.

27.2 The venue of arbitration shall be Mumbai.

28.0 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.

Other Special Terms and Conditions

29.0 System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, and printer bands, floppy diskettes, print heads, computer stationery & CDs. Service Provider's engineer will repair the faulty power adapter, power cable & printer interface cable. Service Provider's engineer will install print heads for Dot Matrix Printers, however print heads will be provided by MMTC. **Laser/Inkjet Printer maintenance charges include all parts except Toner/Ink etc.**

30.0 New equipment purchased from time to time will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty. This will be done through Addendum signed by MMTC and Service Provider.

31.0 MMTC personnel will be responsible for operating the systems and peripherals. During the period of contract, MMTC will restrict to operational activities only and will not repair/maintain any equipment.

32.0 The equipment will be handed over back to MMTC after the AMC period in good working condition.

33.0 In case MMTC decides to withdraw any equipment from contract during the AMC period; the same would be taken out of this contract with written information to Service Provider.

34.0 Call Registrations and Completion

34.1 All the maintenance calls will be logged using the complaint e-mail ID or the Call Register maintained in the Computer Division

34.2 Submission of daily report of the maintenance/complaint calls is mandatory & is to be signed by the nodal service engineer deputed by service provider.

35.0 Care of the equipment

MMTC shall help to maintain the normal environment and other site conditions for its equipment's.

36.0 Movement of equipments

36.1 In respect of any movement of the equipment covered under the contract out of MMTC premises, all risks of damages and loss either in the transit or at the premises of Service Provider shall be to Service Provider's account. However Service Provider shall not be liable for any damages/loss, which may occur as a result of transfer of the system without the assistance by Service Provider's Engineer in this respect.

36.2 During the period of such movement all charges actually borne towards freight/transportation shall not be made to Service Provider by MMTC.

37.0 Uptime Guarantee

37.1 The SERVICE PROVIDER shall guarantee a minimum uptime during the maintenance period. The Service Provider shall always maintain a detailed 'breakdown and repair' records of scheduled equipment.

37.2 In the event of more number of complaints on a particular day and/or the resident engineers deputed are not in a position to attend to all such complaints, the contractor firm should immediately arrange to depute one or more service engineers, as may be required, in order to ensure that work of MMTC does not suffer under such an exigent situation/condition. No extra payment will be made for this purpose.

37.3 In case of major break down or occurrence of any major obstacle in functioning of the scheduled equipment, the Service Provider shall ensure that the same is repaired within **24** hours. In case of failure to repair the same within stipulated time the Service Provider shall provide an equivalent stand by equipment, without any additional charges.

37.4 The SERVICE PROVIDER shall keep two (2) standby working condition desktops & one (1) standby printer at MMTC location equivalent in performance and specification of other computer related equipments equivalent in performance and specifications &

compatible to the equipments available in MMTC

37.5 The SERVICE PROVIDER shall always keep at least three (3) set of brand new branded Keyboard & Mouse at MMTC locations for immediate replacement of faulty keyboard / mouse . The service provider must keep Lan cables, RJ45 & other related accessories at MMTCs location for immediate resolution of any networking issue.

38.0 Liability

45.1 The Service Provider shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the Service Provider during the contract period. The Service Provider shall make good the loss or damage to the scheduled equipment caused due to its negligence immediately on demand otherwise the amount will be recovered from its quarterly bills.

39.0 Easy Access and Co-operation

39.1 MMTC shall give Service Provider full and free access to the access to the equipment's to enable Service Provider to provide maintenance services and make available to Service Provider the services of MMTC's staff who is familiar with the application programs and provide suitable working space and facilities for keeping the spare parts.

40.0 Resident Engineers Qualification, experience & responsibility:

40.1 The Service Provider shall provide **Two (2) Resident Engineers** for maintenance/service

- i) One engineer at BKC office from 9:30 hrs to 17.30 hrs Monday to Saturday, except holidays
- ii) One engineer to manage both Seepz & Cargo offices from Monday to Saturday 10 am to 6 pm and attend to all calls/complaints of Seepz & Cargo as and when the need arises
- iii) The resident engineer should maintain / keep the equipments in good working order

40.2 The Resident Engineers deployed at MMTC Offices BKC/SEEPZ should at least possess Diploma/Certificate in Hardware, Software & Networking. Should have minimum 2 year experience in similar maintenance work. Resume with the certified copies of their testimonials are to be submitted to MMTC before deployment of the resident engineer.

40.3 Resident Engineer should have sufficient and requisite knowledge of maintenance and trouble shooting in Windows/LAN environment and should be capable to diagnose and provide quick solutions.

40.4 The Resident Engineer provided by the firm shall not be changed frequently. Only two changes in respect of each resident engineer will be permitted during the year. For any subsequent change a penalty of Rs.5,000/- would be charged. However, if found incompetent by MMTC, the resident service engineer shall be changed by the firm.

40.5 The Resident engineer deployed shall be responsible for preventive and corrective maintenance of all PCs, peripherals and accessories mentioned under schedule of quantities.

40.6 The Resident Engineers will be responsible for maintaining the Complaint Register.

40.7 The resident engineer shall not attend any maintenance/repair work other than the work defined within the scope of the contract. The Service Provider would be fully responsible for any loss, damage or liabilities occurring on account of attending such assignments.

40.8 The Resident Engineer shall sign the attendance register (In & out) on each day of duty.

40.9 The engineer would be equipped with mobile phones to ensure his availability.

40.10 The Service Resident Engineer shall wear service provider Identity cards during period of duty at MMTC.

41.0 Resident Engineer can be replaced either on the request of MMTCs or due to unavoidable reasons like resignation, long leave, etc. in the middle of the contract period and in that case suitable replacement acceptable to MMTC must be provided immediately.

42.0 In case any Resident Engineer or the attendant wants to avail leave of short duration, he must inform in advance to MMTC and the Service Provider. Resident Engineer or attendant can only be relieved for that period after getting suitable replacement from the Service Provider.

43.0 The Service Provider shall not depute any Resident engineer below the age of 18 years to this office.

44.0 The Service Provider shall also provide MMTC the resume of the resident engineer. MMTC reserves it right for acceptance of the resident engineer to be deployed for maintenance work.

45.0 All the documents should be numbered properly.

46.0 Fraud Prevention

46.1 Commitments of Bidder(s): The 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.gov.in/>) 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) Contractor (s) buyers(s) vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The bidder(s) 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.

46.2 Disqualification from tender process and exclusion from future contracts : If the bidder(s)/contractor(s) before award or during execution has committed a transgression through a violation of Clause above of “fraud prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(s) to be awarded a contract either indefinitely or for a stated period of time.

46.3 Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to aforesaid Clause, MMTC shall be entitled to demand and recover from the service provider liquidated damages or the contract value or the amount equivalent to security deposit.

47.0 HOLIDAY LISTING: Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this tender and in the event, the service provider 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 service provider) in accordance with the policy in force.

Supporting document(s) to be enclosed for above duly signed and stamped by the Service provider.

Technical Bid
FORM A-1

BIDDER'S PARTICULARS

1.	Name of the Company/Firm/Sole Proprietorship with documentary evidence :			
2.	Registered office Address			
3.	Office for correspondence: Contact person's name Designation Address Telephone No/s, Mobile No. Fax No/s E-mail ID			
4.	Financial for last 3 yrs result : Profit after Tax	2016-17	2017-18	2018-19

Signature of the Bidder

NAME & DESIGNATION WITH SEAL of the Organization

Technical bid
FORM A-2

BIDDER'S EXPERIENCE

1	Name & Address of the Client	
2	Type of Client (Government/Semi-Government etc.) Place (s) of Service (List of places/Venues where Service was provided)	
3	Period of Project	
4	Total Number of Manpower deployed	
5	Approximate value of Services (in Indian Rs.)	
6	Name, title & Address of the Client's person who can be contacted	

Signature of the Bidder

Name _____

Place _____

Date _____

Company Seal

Note: Separate sheet for each projects/Clients shall be enclosed

Technical Bid

FORM A-3
Compliance Statement for Eligibility
Criterion

S.No.	<u>Description</u>	<u>Compliance</u> (Y/N)		<u>Documents attached, if any</u>
1	The bidder company/firm should be registered in India.			Please indicate bid page no. where document is attached
2	The bidder company/firm should have more than 3 years of experience in computer hardware & software maintenance field.			- do-
3	The Bidder company/firm should be financially sound i.e., it must have made profits in the immediately preceding three financial years. (Copy of Balance Sheet & P&L accounts for the last three years should be enclosed).			- do-
4	Bidder should have at least THREE (3) Work(s) Order each for the immediately preceding (3) three years 2016-2017, 2017-2018 2018-2019. for Hardware & software Maintenance and technical/software support of Server/DESKTOP/LAPTOP/PRINTERS/UPS machines, LAN and Routers for large/medium scale enterprise level organization. Out of the three work orders for each year as above , at least one work order & their completion certificates should pertain to Government of India/State Government/Public sector Undertakings (PSU) Performance certificate from these organizations along with copies of the sanction letter may be attached.		Please write the name of organization. 1. 2. 3. & so on.	- do-
5	The bidder must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).			- do-
6	The Service Provider should have its own office(s) at Mumbai for the systems service support.			- do-
7	EMD amount of Rs. 30,000/-(Rupees Thirty Thousand only) attached. Please specify details of instrument.			

Signature of the Bidder
NAME & DESIGNATION WITH SEAL of the Organization

Technical Bid

FORM A-4

TERMS AND CONDITIONS AS AGREED

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

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:

SECTION – IV

(Financial Bid)

Commercials for AMC of Computers and Peripherals

A. SERVER:-

Sl. No.	Model Description	Qty	Rate / unit	TOTAL AMOUNT IN RS
1	HP PROLINT ML3506G	1		
	TOTAL A :	1		

B. LAPTOP :-

Sl. No.	Model Description	Qty	Rate / unit	TOTAL AMOUNT IN RS
1	HP Compaq 8510P	1		
2	Hp Compaq 6730b	1		
	TOTAL B :	2		

C. DESKTOP :-

Sl. No.	Model Description	Qty	Rate / unit	TOTAL AMOUNT IN RS
1	HCL INFINITY PRO	7		
2	Compaq – Presario	1		
3	HP Compaq D290	14		
4	HP COMPAQ DC7900	6		
5	HP COMPAQ DX 2080	1		
6	HP COMPAQ DX 2280	1		
7	HP COMPAQ DX 2480	4		
8	HP COMPAQ DX 7380	4		
9	HP – ELITE 7100 MT	5		
10	HP – PRO 3090	12		
11.	HP 406G1 MT	8		
	TOTAL C :	63		

D. PRINTER / SCANNER:-

Sl.No.	Model Description	Qty	RATE /UNIT	TOTAL AMOUNT IN RS
1.	PSON LQ-2090	1		
2	HP Laserjet 1320N	2		
3	HP Laser Jet 2015N	2		
5	HP LASERJET M1136 MFP	1		
4	HP Laser Jet 1160	1		
5	HP Laser Jet 1130	1		
6	HP SCANNER 5590 SCANJET	1		
	TOTAL D :	9		

E : Network switches and local area network maintenance

Sl.No.	Model Description	Qty	RATE/UNIT	TOTAL AMOUNT IN RS
1	HCL L3 MANAGABLE SWITCH (Comprehensive to the extent of crimping , Farolling, Tagging patch panel , Punching , Laying and installation of Patch Panel , Bunching and other network management related activities	1	-	-
2	Cisco switches	7		
	TOTAL E	8		

F: UPS

Sl.No.	Model Description	Qty	RATE / UNIT	TOTAL AMOUNT IN RS
1	APC 6 KVA UPS	3	-	-
	TOTAL F :	3		

G. RESIDENT ENGINEER :-

Sl. No.	Model Description	Qty	RATE / UNIT	TOTAL AMOUNT IN RS
1	RESIDENT ENGINEER Charges BKC	1	-	-
2.	RESIDENT ENGINEER – SEEPZ and Cargo Charges	1		
	TOTAL G	2		

TOTAL COST = TOTAL OF (A + B + C + D + E + F + G)

H. Rate contract for additional work of passive components in MMTC Limited , mumbai as per (Annexure II)

- 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: - a) The cost should be inclusive of all Taxes/ GST/any other taxes etc.
b) MMTC would not provide any charges towards Boarding/Lodging/Traveling etc. cost. The same has to be borne by service provider

Evaluation criterion: - The tender will be finalized on the basis of the total bid amount for the services offered and not the item-wise lowest rates by the bidders i.e.

L1 Criteria = Total of A +B + C + D + E +F +G

Note: i. Rate contract as per annexure II for additional work shall not be taken under consideration for evaluation of L1.

ii. Bidder should enclose the filled up Annexure II along with the Price bid.

iii, MMTC may negotiate rate at the time of Signing AMC.

ANNEXURE-II

**RATE CONTRACT FOR ADDITIONAL WORK OF PASSIVE COMPONENTS
IN MMTCLIMITED, MUMBAI -- NEED BASIS**

Sl.No.		Amount (Rs.)Per Unit	Taxes as Applicable	Total Amount (Rs.)Per Unit Inclusive of taxes
A	Rate contract for Installation of items (Labour Charges)			
1	Installation of PVC conduit 15x15 mm			
2	Installation of PVC conduit 30x25 mm			
3	Installation of PVC Baton (1") 12'			
4	Installation of PVC Baton (2") 12'			
5	Laying of cables (UTPE cat 5/6 cable) (per Meter)			
6	Removal of cables (UTPE cat 5/6 cables) (per Meter)			
7	Installation & termination Information Outlet with box			
8	Installation & termination RJ45.			
9	Installation & termination of Jack Panel			
10	Installation of 8/12/16/24 ports Switch			
11	Installation of wall mount racks			
12	Testing of Nodes			
13	Installation of Cable Manager			
	Total (A)			
B	Rate contract for New material			
1	PVC conduit 15x15 mm (AKG Make or equivalent make)			
2	PVC conduit 30x25 (AKG Make or equivalent make)			
3	PVC Baton (1") 12' (AKG Make or equivalent make)			
4	PVC Baton (2") 12' (AKG Make or equivalent make)			
5	UTPE CAT 5 cable (AMP Make or equivalent make)			
6	UTPE CAT 6 cable (AMP Make or equivalent make)			
7	Information Outlet with box (AMP Make or equivalent make)			

8	24 Port Jack Panel Cat 5 (AMP Make or equivalent make)			
9	24 Port Jack Panel Cat 6 (AMP Make or equivalent make)			
10	3' Patch cord Cat 5 (AMP Make or equivalent make)			
11	3' Patch cord Cat 6 (AMP Make or equivalent make)			
12	7' Patch cord Cat 5 (AMP Make or equivalent)			
13	7' Patch cord Cat 6 (AMP Make or equivalent make)			
14	RJ45 connector			
15	KVM Switch (PS2) (Dlink Make or equivalent make)			
16	KVM Switch (USB) (Dlink Make or equivalent make)			
17	KVM Cable (PS2) (Dlink Make or equivalent make)\			
18	KVM Cable (USB) (Dlink Make or equivalent make)			
19	8 port Gigabit Switch (Dlink Make or equivalent make)			
20	16 port Gigabit Switch (Dlink Make or equivalent make)			
21	24 port Gigabit Switch (Dlink Make or equivalent make)			
22	PS2 to USB Converter Cable			
	Total(B)			
	Grand Total (A+B)			

