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Regional office, MMTC Limited, 4th floor, NIC Bldg, 8, India Exchange Place, Kolkata – 700001, Telephone No.033-22546024

No: MMTC/KOL/COMP/AMC/2020/1

19-02-2020

INVITATION FOR QUOTATION

MMTC invites sealed techno-commercial quotation for comprehensive Annual Maintenance of System Hardware (Servers Desktops,Laptops, Printers,Firewall,UPS and Local Area Network etc) at Regional Office , MMTC Limited, 4th floor, NIC Bldg, 8, India Exchange Place, Kolkata – 700001.

Tender no.	MMTC/KOL/COMP/AMC/2020/1
Earnest Money	Rs. 10,000/- (Rs. Ten Thousand only) in favor of 'MMTC Limited' in form of Demand Draft / Pay Order.
Cost of Tender Document	NIL
Bid Submission Date Starts from	20.02.2020 on 13:30 Hrs.
Last Date and Time of submission of tender	Up to 15:00 hrs On 11.03.2020
Date and Time of Opening of Tender	15:30 hrs. On 11.03.2020
Contact Person for Further Communication	Prashant Singh, Manager(Systems) NIC Building (4 th Floor)8,INDIA Exchange Place Kolkata – 700 001,Tel : 03322546024 prashant@mmtclimited.com

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SECTION – I

1.0. BACKGROUND

Established in 1963, MMTC is today India's leading international trading company. MMTC is 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 continues as the canalized agency for export of Iron ore, Manganese ore & Chrome ore. MMTC is also one of the three canalizing agencies for import of urea. Presently, MMTC is one of the nominated agencies for import of gold and silver. Its vast international trade network, which includes a wholly owned subsidiary in Singapore covers almost all countries in Asia, Europe, Africa, America etc. 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 fifteen years.

2.0 OBJECTIVE

MMTC intends to enter into Annual Maintenance contract for **Desktops, Servers, Printers, Firewall, UPS and Local Area Network** and its associated software as per Annexure-I to Annexure-II.

3.0 Eligibility of Criteria:

- 3.1 The bidder must be registered in India.
- 3.2 The bidder must have one service centre in Kolkata.
- 3.3 Bidder should have at least **TWO (2) Work(s) Order preceding last three (3) years** (2016-17, 2017-18, 2019-20) for Hardware Maintenance and technical support of Server/DESKTOP/LAPTOP/PRINTERS/Firewall machines, LAN and Routers for large/medium scale enterprises.
- 3.4 Bidder should be financially sound i.e., it must have made profits in preceding last (3) three financial years (2015-16, 2016-17, 2017-18) Audited annual accounts copy to be submitted).
- 3.5 Bidder must comply with all terms and conditions of the tender (Signed copy of tender document to be submitted).

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

4.0 PERIOD OF CONTRACT

- 4.1 The contract will be for a period of **12 [months] from the date of signing of the contract i.e from 01-04-2020 to 31-03-2021**. The same may be renewed after 12 months for further period of three months on mutually agreed terms & conditions/rates, if the services provided are satisfactory.

5.0 DISCLAIMER

- 5.1 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.
- 5.2 This RFP document 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.
- 5.3 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.

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

2.0 CALL REGISTRATION AND COMPLETION

- 2.1 The resident engineers should report MMTC computer division at 9:30 AM.
- 2.2 All the maintenance calls will be logged using the complaint e-mail ID or the Call Register maintained in the Computer Division or any other mutually agreed mechanism.
- 2.3 Completion of service call report will be signed by the respective user in the division. Service Provider will prepare the call service slips in triplicate. MMTC User & SERVICE provider Engineer will sign these. One copy will be given to the user and one copy will be submitted to the Computer Division controlling officers Third copy will be retained by Service Provider. No other documents will be used to workout downtime for penalty calculation.

3.0 Comprehensive Annual maintenance.

- 3.1 The service provider shall provide service from 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 Limited.
- 3.2 Comprehensive service includes labour, parts, freight, and transportation etc, taxes, duties and levies on spare parts.
- 3.3 Scheduled Preventive Maintenance (PM) monthly for all Servers, desktops, printers, laptops & Local area networks switches/hubs . Service Provider would maintain the Job Card for the PM. The PM Job Card has to be signed by MMTC System Official.
- 3.4 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 to new part. Whether defective item/components are to be replaced or repaired shall be at the sole discretion of Service Provider.
- 3.5 Operating System (OS) Support: This contract is inclusive of OS support on all the Servers, Desktops, printers etc. Any problem related with OS maintenance like reloading of OS with all device drivers, OS upgrade, System configuration fine tuning 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 media of OS upgrade software/service pack.
6. The service provider shall provide One **Resident Engineer** for maintenance/service from 9.30 A.M. to 5.30 P.M. from Monday to Saturday (6 days only) in a week, 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.

7. 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.
8. 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.
9. The service provider shall prepare network diagram after tagging the nodes on all the floors and maintain thereof.
10. Direct cables from switch to end-user to be punched on jack panel and terminate at IO box. (For additional equipments required like Installation of PVC conduit, Laying of cables (UTPE cat 5/6 cable, Installation & termination Information Outlet with box, Installation & termination RJ45), will be provided by the service provider. The resident engineer should have necessary LAN tools to carry out the job.
11. Service Provider will update the Antivirus software as and when required and also during preventive maintenance of the systems of the anti-virus software provided by MMTC.
12. Installation of client software(s), Citrix Client and other application tools as desired by MMTC at client systems . The resident engineer will configure Domain Server setting, rules & policy defining in server and maintain the Network and will be responsible for configuring Citrix thru RSA token at franchisee site also if any.
13. Resident Engineer will install and activate 'Unicode Fonts' at all the machines for typing the Hindi Language (as required by RajBhasha Department).
14. Resident Engineer should have the knowledge of configuring/tuning Firewall (we have Sonic Fire Wall NSA 220), to maintain IT Security Policies of MMTC.
15. The services of resident engineers can also be utilized during **MMTC's Jewellery exhibition** in Kolkata.
16. AMC Provider will replace/repair damaged/broken Mouse and Keyboards.
17. Resident Engineers will have to book Call to suppliers/ vendors for the systems/printers under warranty and co-ordinate with them.

SECTION –III

INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS

1.0 Procedure for submission of offers:

- 1.1 The quotation shall be submitted in two parts, Technical and Commercial and must be sealed in two separate envelopes clearly marked as “TECHNICAL BID” and “COMMERCIAL BID”. These two sealed envelopes need to be enclosed in one sealed envelope/cover. The EMD DD/Pay order must form part of Technical quotation envelope.

1.2 Clarification of Tendering Documents

Bidders requiring clarification on tender document or for clarification sought for existing IT infrastructure may notify MMTC in writing or by fax or email. MMTC shall respond such clarification in writing or by fax or email, which is received at least five working days prior to the date of submission of bid.

2.0 Cost of Bidding

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.

3.0 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.

4. Bid Prices:

- 4.1 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.
- 4.2 The prices stated in the tenders shall include all charges, duties, incidental expenses etc and GST to be shown separately. 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.
- 4.3 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

5. 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 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.

- 5.1 The Bidders/Service Providers/Vendors/consultants etc. shall be required to certify that they would adhere to the **Fraud Prevention Policy of MMTC** and shall not indulge themselves or allow others(working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

6 Earnest Money Deposit:

An Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand only) in form of a crossed banker's cheque, Bank Draft favouring "MMTC Limited" drawn on any 'Nationalized Bank or leading Private Banks payable at kolkata be accompanied with the offer; failing which the offer will be rejected. 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/DD. **Earnest Money to be deposited along with the Technical bid. The bid furnished without EMD amount would liable to be rejected.**

7. Signing and Stamping:

7.1 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.**

7.2 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.

8.0 Address:

The bidder shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

9.0 Maintenance Location:

The Comprehensive Annual Maintenance services to be provided at Regional office Kolkata :-

9.1 MMTC Limited, 4th floor, NIC Bldg,
8, India Exchange Place,
Kolkata – 700001

10.0 The bidders can submit their bids Sealed offers shall be submitted at the following address of MMTC, not later than **1500 hours on 11.03.2020**. Offers delivered after this time and date shall be rejected and returned unopened.

The Technical Bid will be opened in the presence of the authorized representative of the bidder at **1530 hours on 11.03.2020**. The person intend to attend the bid opening should bring authorization letter for the same from the company.

11.0 Corrections:

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

12.0 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 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.

12.1 Bidders shall have dispute free performance with MMTC. In case of any incident of dispute/misdemeanor with MMTC in the past, such Bid shall not be entertained.

13.0 Performance Guarantee/DD on 100 Stamp Paper (PG): (As at Annexure-IV)

- 13.1 The successful Bidder, at its own expense, shall submit a Performance Guarantee within thirty days of the date of notice of the award of the Contract, for an amount calculate at the rate of ten percent (10%) of the contract value.
- 13.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC, payable at Kolkata.
- 13.3 Failure of the successful Bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.
- 13.4 The Performance Bank Guarantee may be discharged / returned by MMTC after the completion of the Contract upon being satisfied that successful Bidder has successfully performed its obligations under the Contract. The Performance Bank Guarantee shall be valid for the entire duration of the Contract period plus three months thereafter.
- 13.5 In the event the successful Bidder being unable to perform its obligations under the Contract, during the Contract period, for whatsoever reason, the Performance Bank Guarantee would be encashed by MMTC.

14. Payment Terms:

- 14.1 Payment will be made on quarterly basis i.e. at the end of every quarter through e-payment only. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode.
- 14.2 MMTC shall release on satisfactorily completion of the period after submission of following documents/reports before release of payment.
- i) Submission of performance guarantee/DD as mentioned at clause no. 13.0 of Section - III
- ii) Invoices.
- 14.3 The payment would be made after deducting necessary taxes applicable, if any.

15.0 Taxes, Duties, Levies and Incidental Expenses:

The bidder will bear all Taxes, Duties, Levies and Incidental expenses including Boarding, Lodging & conveyance etc. of the team.

16.0 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/DD.
2. Imposition of liquidated damages, and/or
3. Termination of the Contract for Default.

17.0 Brief Details of System peripherals and LAN equipment of all Items :-

Sl.no.	Brief Details of all Items				
1	Servers	2(Two)	5	Desktops	41
2	Laptops/Thinkpad	3(Three)	6	Printer	46
3	N/W Switch	5(five)	7	*On Line UPS[incl. battery]	1
4	LAN H/W	60 Nodes	8	Sonic Firewall	1
9	APC UPS[incl.battery]	19 nos.			

For Detail of all Items - Refer ANNEXURE –I & II

18. 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.

19.0 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 20% of total order value.

19.1 Holiday listing Clause :

“Notwithstanding anything contained in this agreement ,MMTC’s policy for Holiday-Listing of an agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force”.

20.0 Force Majeure:

The force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc. The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the 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.

21.0 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 Kolkata.

22.0 TERMINATION FOR DEFAULT:

- 22.1 If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser;
- 22.2 If the Supplier fails to perform any other obligation(s) under the Contract; and
- 22.3 If the Supplier, in either of the above circumstances, does not rectify his failure within a period of 15 days.
- 22.4 MMTC has the absolute right to terminate the contract without citing any reason thereof by giving 30 days notice.

23.0 Other Special Terms and Conditions.

- 23.1 The AMC price charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, **printer heads**, computer stationery & CDs.
- 23.2 Service Provider will repair the faulty power adapter, power cable & printer interface cable. Engineer will install print heads for Dot Matrix Printers, however printer heads will be provided by MMTC. Laser/Inkjet Printer maintenance charges include all parts except Toner/Ink etc.
- 23.3 **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.

Technical Bid

FORM A-1

BIDDER'S PARTICULARS

1.	Name of the Company/Firm/Sole Proprietorship			
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 years) : Profit after Tax („)	2018-19	2017-18	2016-17

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 Vendor

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> <u>(Y/N)</u>		<u>Documents attached,</u> <u>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	The Bidder company/firm/service provider must have executed satisfactorily, a minimum of Two (2) AMC's of computers in LAN environment for Ministries/Departments of Government of India/PSUs/Banks etc with at least one (1) ongoing contract with such departments. 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 Kolkata for the systems service support.			- do-
7	EMD amount of Rs. 10,000/- (Rupees Ten Thousand only) attached. Please specify details of instrument.			- do-

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

ANNEXURE – I

Details of all Items -

SERVER :-

Sl. No.	Model Description	Qty
1	Compaq-Prolient ML330 Server	1
2	Dell Server	1

LAPTOP :-

Sl. No.	Model Description	Qty
1	HP – COMPAQ NC8230 NOTEBOOK	1
2	Lenevo Thinkpad SL-410	1
3	Lenevo Laptop	1

DESKTOP :-

Sl. No.	Model Description	Qty
1	Compaq – EVO D380mx	5
2	Compaq – EVO D220	3
3	Compaq – Presario 6040IL	2
4	HP –DX2180	2
5	HP- DX7200	1
6	HP – DX2280	5
7	HP – Desktop 2480	1
8	Lenevo Thinkcenter A75	1
9	Lenevo Desktop 7428	3
10	Dell Intel Core i3	5
11	Acer - Core i5	6
12	Lenevo – Core i5	5
13	Lenevo - Core i5	2

Sl. No.	Model Description	Qty
1	HP Laser Jet 1010	5
3	HP Laser Jet 1020	3
4	HP Laser Jet 1020	6
5	HP Laser Jet 1020	5
7	HP Laser Jet 3050	3
9	HP Laser Jet 1320	1
10	HP Laser Jet 1020+	2
11	HP Laser Jet 1020+	3
15	HP Laser Jet 1007	7
16	HP Color Laser Jet 1600	1
17	HP Laserjet 3030	1
19	Hp M1213 NF-MFP	1
20	HP Laserjet P1606dn	3
21	HP Laserjet 400N	2
22	Canon Laser Printer	1
23	Hp Laserjet-MFP M128fn	1

ANNEXURE – II

Sonic Firewall :-

1	Sonic Firewall – NSA 220	1
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UPS :-

Sl. No.	Model Description	Qty
1	*On Line HITA – 5KVA including 16 nos. 12 Volt battery	1
2	**APC UPS including batteries	19

Network switches and local area network maintenance

Sl. No.	Model Description	Qty
1	Cisco Cat Exp 500	2
2	D-Link Switches	3
3	LAN I/O	60

Printronix Line Matrix Printer

Sl. No.	Model Description	Qty
1	Printronix P-5005A Line Matrix Printer	1

ANNEXURE – III

(F) COMMERCIAL BID.

Sl. No.	Description	Amount in (₹) Cost / GST
F.1		
1	Comprehensive Annual Maintenance of Servers as per Annexure- I	
2	Comprehensive Annual Maintenance of Desktops Including UPS with batteries as per Annexure- I & II	
3	Comprehensive Annual Maintenance of Laptops as per Annexure - I	
4	Comprehensive Annual Maintenance of Printers as per Annexure-I & Annexure-II	
5	Comprehensive Annual Maintenance of Sonic Firewall as per Annexure-II	
6	Comprehensive Annual Maintenance of On Line UPS with battery as per Annexure-II	
7	Comprehensive Annual Maintenance of Local Area Network as per Annexure-II	
	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: - a) The cost should be include of all charges and GST to be shown separately.
 b) MMTC would not provide any charges towards Boarding/Lodging/ Traveling etc. cost. The same has to be borne by vendor.

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 F.1**

ANNEXURE IV

PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

No. _____.

Date _____.

To
MMTC Limited,
4th floor, NIC Bldg,
8, India Exchange Place,
Kolkata 700001

WHEREAS _____ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S MMTC Limited, 4th floor, NIC Bldg, 8, India Exchange Place, Kolkata – 700001, (hereinafter called the "MMTC") bearing Contract No. dated _____ for the supply of (Items) for a value of Rs. _____ (total purchase order value) (Rupees _____ (in words) and whereas the Seller has agreed to supply the computer hardware strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. _____ dated _____.

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. _____ (Rupees) being 100% of the total value) for the due performance of the contract in favour of the said MMTC. We _____ (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. _____ (Rupees _____ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words).

We, _____ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto _____ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the obligations of the said contract have been fully and properly carried out by the seller and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, _____ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract or to extend time of performance by the seller from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the seller and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the seller or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the seller, or by any latter or thing whatsoever, which under the law relating to the sureties would, but for this provision have the effect of so relieving us.

We, _____ (bank name & address) also undertake not to revoke the guarantee 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 there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and that the said Seller have no claim against us for making such payment.

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.

Witness : 1.

2.

(Authorised Signatory)
(Signed with stamped)