



Regional Office: Alok Bharati Complex (7th Floor), Sahid Nagar, Bhubaneswar – 751 007
Tel.No. 0674-2543331, Fax : 2546847, E.Mail : mmtcbsr@mmtclimited.com

Ref. No. MMTC/BBSR/SYS/AMC/2015-16/01

Date 28.09.2015

Invitation For Annual Maintenance Contract (AMC) Quotation of Computer Systems (HW, SW, LAN) for MMTC Limited, RO Bhubaneswar / SRO Paradeep / Puri Outlet / Duburi Office

MMTC invites sealed techno-commercial quotation for comprehensive Annual Maintenance of one no. of Server, 33 nos. of Desktops, 41 no. of HP LaserJet Printers, 2 nos. of Epson LX310 DMP, 1 no. of 3KVA APC Smart UPS, 50 nos. of offline UPS and the network systems along with one Residential Engineer at Regional office Bhubaneswar, FIVE (05) nos. of Desktops, FOUR (04) no. of HP LaserJet Printers, FIVE (05) nos. of offline APC UPS at our Sub-Regional office Paradip, one no. of Desktop, and 1 no. of offline UPS at MMTC Limited, Puri Outlet, 02 nos. of Desktops, 02 nos. of HP LaserJet Printers and 02 nos. of offline UPS at or Duburi Office.

A. 1.0. BACKGROUND

Established in 1963, MMTC, one of the two highest foreign exchange earners for India, is a leading international trading company with a turnover of around US\$ 10 billion. 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.

A.2.0 ELIGIBILITY OF CRITERIA:

- 2.1 The bidder must be registered in India.
- 2.2 Bidder should have three (3) Works(s) Order in the immediately preceding (3) three years for Server/ Desktop/ Printer/Hardware Maintenance and technical support. Supporting document (s) to be enclosed for above or else bids are liable to be rejected.
- 2.3 Bidder should be financially sound i.e., it must have made profits in the immediately preceding (2) two financial years. Supporting document (s) to be enclosed for above or else bids are liable to be rejected.
- 2.4 Bidder should mention and attach the authorised service certificate if any.

Contd...2/-



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A.3 PERIOD OF CONTRACT

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

B. SCOPE OF WORK

A brief overview of the Services required is outlined below.

1. SCOPE OF WORK

- 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. You also shall provide one Resident Service Engineer on all working days i.e. 9.30 AM to 5.30 PM from Monday to Friday to keep the equipment in good working order for RO Bhubanswar only. 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.
- 1.2 During the AMC period, you have to provide the comprehensive service includes 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 you at your own cost and risk. In case spare parts with same configuration is not available, you have to replace the spares in higher configuration with no cost from MMTC.
- 1.3 It will be the responsibility of 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 can able to certify.
- 1.5 Operating Systems (OS) Support : This contract is comprehensive 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 including third party software. Service provider would provide all required device driver. For OS upgradation MMTC will provide media of OS upgrade software/service pack.

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- 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 your Residential Engineer shall not be present are as follows: -
- (i) Call for equipment malfunction shall be reported by MMTC to your service department by FAX, telephone etc. For this purpose, you shall furnish details viz. postal address, phone/fax number, e-mail address etc. to MMTC.
 - (ii) You will inform the call serial number and the time of call reporting for which record will be maintained by MMTC and by your 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 you shall ensure due and proper receipt and lodgment of complaints at your end during these hours. The maximum response time to attend the complaint shall be 2 (two) hours from the time of lodgment of the complaint with you.
 - (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. You shall, however, make efforts to rectify the problems at the earliest.
- 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 you 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 you to limit such temporary replacements to less than 15 days. However, you have to ensure that on any such temporary replacements, overall performance of the system is not affected.

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- (iii) The timely service is essence of the contract. If AMC provider failure 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.

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.)	TotalAmount (Rs.)
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3.0 PERIOD

The period of AMC shall be for one year from the date of commencement of the contract.

4.0 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.

4.1 The AMC Provider should provide Copy of PAN Card, Sales Tax and Service Tax Registration Certificate and Bank Details for E-Payment Purpose.

5.0 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.

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INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS

D. GENERAL

D.1 The Tender shall be submitted in two parts in two separate envelopes:

- (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 services as described in this RFP, 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.

D.2 DOCUMENTS TO BE ENCLOSED WITH THE TECHNICAL BID:-

1. The Bidders particulars like registered office, management, financial position (Profit and Loss Account and Balance Sheet for last two financial years), technical employee strength etc. should be furnished.
2. Copy of Memorandum and Articles of Association of the Company, copy of PAN card and Income Tax Return of the immediate preceding financial year of the Company, Customer Profile List should be furnished.
3. In case the Bidder is a partnership firm, PAN and Income Tax Return of the partnership firm, photocopy of partnership deed (certified) and PAN of all the partners.
4. Authority letter by company in favour of authorised signatory as certified by the Company Secretary /Director.
5. Earnest Money to be deposited along with the Technical bid. 'The bid furnished without EMD' amount would liable to be rejected.

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.

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D.3 TECHNICAL EVALUATION CRITERIA

1. The Bidder should fulfil all the Eligibility Criteria.
2. The Bidder should submit all the documents to be enclosed with the Technical Bid.
3. 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.

D.4 DOCUMENTS TO BE ENCLOSED WITH THE COMMERCIAL BID

1. The Bidder shall give the Commercial Bid in ANNEXURE-II.
2. 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.

D.5 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”. Envelop 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:

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- (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

D.6. 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.

D.7. 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.

D.8. PRICES:

- 8.1 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.

8.2 The Bidder should quote individual AMC price against each type of machine.

8.3 The Cost of the Service resident Engineer should quote by the AMC provider separately.

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D.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 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.

D.10 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.

D.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.

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D.12. Sealed offers shall be submitted at the following address of MMTC, not later than 1200 hours on 08.10.2015 (Thursday). Offers delivered after this time and date shall be summarily rejected and returned unopened.

Mr. Ashis Chatterjee, Chief Manager (Systems)
Computer Division
Alok Bharati Complex (7th Floor), Sahid Nagar, Bhubaneswar – 751 007

The Technical Bid will be opened in the presence of the authorized representative of the bidder at 1530 hours on 08.10.2015 (Thursday). The person intend to attend the bid opening should bring authorization letter for the same from the company.

D.13. CORRECTIONS:

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

D.14. 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.

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D.15. 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 calculate 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.

D.16. PAYMENT TERMS:

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 as mentioned at clause no. D.13
- ii) Invoices in duplicate.

D.17. 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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D.18. SERVICE LOCATION:

The Comprehensive Annual Maintenance services to be provided at Regional office Bhubaneswar.

D.19. 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.

D.20. 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.

D.21. 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.

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D.22. 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.

D.23 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.

D.24 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.

D.25 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.

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ANNEXURE-I

TECHNICAL BID

(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.		
2.	Bidder should have three (3) Works(s) Order in the immediately preceding (3) three years for Printer/Hardware Maintenance and technical support.		
3.	Bidder should be financially sound i.e., it must have made profits in the immediately preceding (2) two financial years.		

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ANNEXURE-II

COMMERCIAL BID.

(To be filled by the bidder)

Sl.No. D.1	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.

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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	3		
3	Compaq Desktop . EVOD-320M	4		
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	EPSON LX310 Printer	2		
16	HP Laserjet M521n Colour Printer	1		
17	HP Laserjet M1005 Printer	6		
18	HP Laserjet M1319f Printer	1		
19	APC 3KVA Smart UPS	1		
20	APC 500 VA UPS	27		
21	APC 600 VA UPS	15		
22	APC 650 VA UPS	7		
23	Networking Systems (LAN)			
	Total Amt.			

ANNEXURE- III

ASSETS LIST OF SRO PARDEEP

Sl.No.	Specification of the Item	Existing Qty.	Rate (Rs.)	Total Value (Rs.)
1	Compaq Desktop – EVOD-320M	1		
2	HP Desktop – DX 6120	1		
3	HP Desktop – DX2480	1		
4	HP Desktop - Pro 3090MT	1		
5	HP Desktop - 6200	1		
6	HP Laserjet 1020 Printer	1		
7	HP Laserjet P1007 Printer	2		
8	HP Laserjet P1108 Printer	1		
9	APC 500 VA UPS	3		
10	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.			

ANNEXURE IV
PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

No. .
Date .
To
MMTC Limited
Aloke Bharati Complex
Saheednagar, 7th Floor,
Bhubaneswar 751007

WHEREAS (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Aloke Bharati Complex, Sahidnagar, 7th Floor, Bhubaneswar-751007, (hereinafter called the "MMTC") bearing Contract No. dated for the Annual Maintenance of printers 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 .

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. (Rupees)being 10% of the total value) for the due performance of the contract in favour of the said MMTC. We (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. (Rupees (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (in words).

We, (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect 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 letter or thing whatsoever , which under the law relating to the sureties would , but for this provision have the effect of so relieving us.

We, (bank name & address) also undertake not to revoke the guarantee 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 there under 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)