



Regional office, MMTC Limited, MMTC Bhavan, Port area,
Visakhapatnam – 530 035, Telephone No.0891-2726213,Mob:9866540555

No: MMTC/VZG/COMP/AMC/2020-21/02

Date 05.11.2020

INVITATION FOR SEALED QUOTATION

MMTC invites sealed techno-commercial quotation for **comprehensive Annual Maintenance of System Hardware and Software** (Server, Desktops, Printers, UPS, Hardwares, Local Area Network, etc) at Regional Office MMTC Limited, MMTC Bhavan, Beside Customs Building, Port Area, Visakhapatnam – 530 035, A.P. (India)

Tender no.	MMTC/VZG/COMP/AMC/2020-21/02
Earnest Money	Rs. 20,000/- (Rs. Twenty Thousand only) in favor of 'MMTC Limited' in form of Demand Draft / Pay Order. No Interest shall be paid on EMD.
Cost of Tender Document	NIL
Bid Submission Date Starts from	06.11.2020, 16.00 Hrs.
Last Date and Time of submission of tender	Up to 15:00 hrs On 26.11.2020
Date and Time of Opening of Tender	16:30 hrs. On 26.11.2020
Contact Person for Further Communication	N. Nanda Kumar, Manager(Systems), MMTC Limited, MMTC Bhavan, Port Area, Visakhapatnam – 530 035. Mobile: 9866540555, email:nandakumar@mmtclimited.com

Exemption from submission of EMD & Document Cost :

EMD Exemption: Vendors registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of EMD. Exempted bidders should submit a valid certificate issued by any approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSI-C) or 'District Industries Centre' (DIC) for exemption of EMD

The certificate shall be valid on the date of tender opening and must cover the service to be rendered.

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SECTION – I

1.0. BACKGROUND

Established in 1963, MMTC is today India's leading international trading company. It is the first international trading company of India to be given the coveted status "SUPER STAR TRADING HOUSE" and it is the first Public Sector Enterprise to be accorded the status of "GOLDEN SUPER STAR TRADING HOUSE" 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 more than 85 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 twenty years.

2.0 OBJECTIVE:

MMTC intends to enter into Comprehensive Annual Maintenance contract for **Desktops, Servers, Printers, Firewall, UPS, Hardware Maintenance 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 have one service centre in Visakhapatnam City.
- 3.3 BIDDER should have **Two(2) Work(s) Order** in the immediately **preceding (3) three years (2017-18, 2018-19, 2019-20)** for Hardware & Software Maintenance and technical support of SERVER/DESKTOPS/PRINTERS/Firewall Machines, LAN and Routers for large/medium scale enterprise level organization.
- 3.4 Bidder should be financially sound i.e., it must have made profits in **preceding (3) three financial years (2017-18, 2018-19, 2019-20) 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**).
- 3.6 BIDDER should not currently have been black listed by any Government Department/PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.
- 3.7 The BIDDER should have a registered number of GST registration & clearance certificate/Income Tax PAN number where his business is located. Supporting document (s) to be enclosed for above or else bids are liable to be rejected.
Supporting document (s) to be enclosed for above or else bids are liable to be rejected.

SECTION – II

4.0 PERIOD OF CONTRACT

- 4.1 The contract will be for a period of **1 [One] year from the date of signing of the contract**. The same may be renewed after one year for further period of two years 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.

6.1 **Fraud Prevention Policy :**

Commitments of the BIDDER(s) / Contractor(s) / Buyer(s) / Vendor(s):

The BIDDER(s)/Contractor(s)/Buyer(s)/Vendor(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.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

- A. The BIDDER(s)/Contractor(s)/Buyer(s)/Vendor(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s employee(s) 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)/Contractor(s)/Buyer(s)/Vendor(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)/Contractor(s)/Buyer(s)/Vendor(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) / Buyer(s)/Vendor(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- D. The BIDDER(s)/Contractor(s)/Buyer(s)/Vendor(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- E. The BIDDER(s)/Contractor(s)/Buyer(s)/Vendor(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- F. Disqualification from tender process and exclusion from future contracts : If the BIDDER(s)/Contractor(s)/Buyer(s)/Vendor(s), before award or during execution has committed a transgression through a violation 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)/Contractor(s)/Buyer(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the BIDDER(s)/Contractor(s)/ Buyer(s)/Vendor(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.
- G. Damages : If MMTC has disqualified the BIDDER(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

6.2 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 Page 6 of 20 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.”

- 6.3 Integrity Pact shall form part of tender as well as agreement and it shall be executed and annexed to the agreement.
- 6.4 Public Procurement Policy for Micro and Small Enterprises(MSEs) order,2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner(MSME) shall also be part of this tender and agreement subsequently.

SECTION – III

7. SCOPE OF WORK

The resident engineer(s) should report MMTC computer division at 09:30 A.M.

7.1 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

8. Comprehensive Annual maintenance :

8.1 The scope of work covers annual preventive and corrective maintenance of all devices covered under AMC during office hours i.e. 9.30 AM to 5.30 PM on all working days i.e. from Monday to Saturday, to keep the equipment in good working condition.

8.2 The service provider shall provide one **Resident Engineer** for maintenance/service from 09:30 am to 17:30 pm 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 at no extra cost to MMTC Limited.

8.3 Comprehensive service includes labour, parts, freight, and transportation etc, taxes, duties and levies on spare parts. During the AMC period, original equipments/spares in brand new condition are to be supplied and installed by the service provider at their own cost and risk.

8.4 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.

8.5 AMC Provider will replace/repair, damaged/broken Mouse and Keyboards.

8.6 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.

- 8.7 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.
- 8.8 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.
- 8.9 The service provider shall prepare network diagram after tagging the nodes on all the floors and maintain thereof.
- 8.10 Direct cables from switch to end-user to be punched on jack panel and terminate at I/O box. The engineer should have necessary LAN tools to carry out the job.
- 8.11 The service provider should ensure for smooth and uninterrupted function of the hardware and carry out Scheduled Preventive Maintenance (PM) in every three months for all Servers, desktops, printers, & Local area networks switches/hubs etc. The Preventive Maintenance Job Card has to be signed by MMTC System Official or his nominee and the same to be submitted with the Invoice for Payment.
- 8.12 Service Provider should update Anti-virus in all the systems and data backup is to be taken from all the systems periodically as and when required.
- 8.13 It will be the responsibility of the service provider to ensure smooth running of the machines along with its installed licensed software in healthy condition during the entire AMC period.
- 8.14 Installation of client software(s), Citrix Clinet/Workspace and other application tools desired by MMTC at client systems.
- 8.15 The resident engineer will configure Domain Server settings, rules and Policy defining in server as per MMTC drill and he will install and activate 'Unicode Fonts' in all the systems for typing Hindi Language (as required by RajBhasha Department)
- 8.16 Resident Engineer should have the knowledge of configuring/tuning Firewall (we have Sonic Fire Wall TZ-215), to maintain IT security policies while IT audit is conducted by MMTC.
- 8.17 Resident Engineers will have to book call to suppliers/vendors for the systems, printers and other devices under warranty and co-ordinate with them.
- 8.18 In case the number of items such as Desktops, Printers, etc. is increased in future by MMTC, then the AMC rate shall also be increased proportionately at the discretion of MMTC.

9.1.0 CALL REGISTRATION AND COMPLETION

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. For this purpose, you shall furnish details viz. postal address, phone/fax number, e-mail address etc. to MMTC.

9.1.1 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.

9.1.2 Completion of calls will be the owner of the system in the division. In case these officers are not available, their nominee will sign. 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.

9.1.3 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.

9.1.4 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.

9.1.5 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.

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

9.1.7 In case the downtime exceeds, 48 hours from the time of lodgment of complaint, unless decided otherwise by this office, penalty @ 1/2% per week or part thereof subject to maximum of 5% of the total value of the contract for PCs, printers and switches shall be imposed till the equipment/system is fully restored or a proper stand-by is provided.

9.1.8 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.

SECTION –IV

INSTRUCTION, GENERAL & SPECIAL TERMS & CONDITIONS TO BIDDERS

10.0 Procedure for submission of offers:

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. EMD - DD/Pay order must form part of Technical quotation envelope.

10.1 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.

10.2 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.

11.0 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.

12.0 PRICE/CHARGES

12.1 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.

12.2 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.

12.3 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

13.0 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.

14.0 Earnest Money Deposit:

An Earnest Money Deposit of Rs.20,000/- (Rupees Twenty 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 Visakhapatnam 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.**

15.0 Signing and Stamping:

15.1 The bid shall be typed or printed in English 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.**

15.2 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.

16.0 Address:

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

17.0 Maintenance Location:

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

MMTC Limited, MMTC Bhavan, Port Area,
Beside Customs House, Visakhapatnam-530 035, A.P. (India)

17.1 Contact person(s):

N.Nanda Kumar, Manager(Systems), Mobile: 9866540555
C.M.Purty, AGM(F&A), Mobile: 9866970449

18.0 BID SUBMISSION

18.1 The BIDDERS can submit their bids Sealed offers shall be submitted at the following address of MMTC, not later than **15:00 hours on 26.11.2020**. Offers delivered after this time and date shall be rejected and returned unopened.

18.2 The Technical Bid will be opened in the presence of the authorized representative of the BIDDER at **16:30 hours on 26.11.2020**. The person intend to attend the bid opening should bring authorization letter for the same from the company.

19.0 Corrections:

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

20.0 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.

21.0 Performance Guarantee on 100 Stamp Paper (PG): (As at Annexure-IV)

21.1 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.

21.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC, payable at Visakhapatnam.

21.3 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.

21.4 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.

21.5 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.

22.0 Payment Terms:

22.1 Payment will be made on quarterly basis i.e. at the end of every quarter through **e-payment only** after satisfactory service. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode.

22.2 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 1.4.1(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.

- 22.3 MMTC shall release 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. 8.8
 - ii) Invoices along with Preventive Maintenance duly signed report.
- 22.4 The payment would be made after deducting necessary taxes applicable, if any.
- 22.5 Payment will be made after compliance of all the provisions of GST by the service provider.
- 22.6 The Service Provider should be provided copy of PAN Card, Sales Tax, GST, Service Tax Registration Certificate and Bank details for e-payment purpose.

23. Taxes, Duties, Levies and Incidental Expenses:

- 10.1.1 The BIDDER will bear all Taxes, Duties, Levies and Incidental expenses including Boarding, Lodging & conveyance etc. of the team. The BIDDER shall also provide GST Tax Invoice, e-invoice, File GSTR-I and to enable MMTC to get input.
- 10.1.2 In case taxes are not paid or not reflected in portal, the tax will be retained by MMTC.

24. 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.

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

Sl.no.	Brief Details of all Items	QTY.
1	Servers	02 (Two)
2	Desktops	30 (Thirty)
3	Printers	34 (Thirty Four)
4	On Line 5 KVA UPS	02 (Two)
5	On Line 10 KVA UPS	01 (One)
6	N/W Switch – 24 Port	02 (Two)
7	D-Link Switch – 4/5/8 Port	08 (Eight)
8	Sonic Firewall	01 (One)
9	LAN I/O points	55 Nodes

26. 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.

27. 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.

28. 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.

29. 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 Visakhapatnam.

30. TERMINATION OF CONTRACT

MMTC shall have the right to terminate the AMC at any stage due to unsatisfactory services for which no compensations shall be payable.

31. TERMINATION FOR DEFAULT:

- 31.1 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;
- 31.2 If the Supplier fails to perform any other obligation(s) under the Contract;
- 31.3 If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days.

32. Other Special Terms and Conditions.

- 32.1 System maintenance 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.
- 32.2 Service Provider will repair the faulty power adapter, power cable & printer interface cable. however printer heads will be provided by MMTC. Laser Printer maintenance charges include all parts except Toner.
- 32.3 **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 (,)	2019-20	2018-19	2017-18

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 Criteria

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) AMCs 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 and successfully completion 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 GST Registration Number and PAN Number. (Enclose attested copy of the relevant document).			- do-
6	The Service Provider should have its own office(s) at Visakhapatnam for the systems service support.			- do-
7	EMD amount of Rs. 20,000/- (Rupees Twenty Thousand only) attached. Please specify details of instrument.			- do-

Technical Bid

FORM A-4

Technical - 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 – V

ANNEXURE – I

Item-wise AMC charges inclusive of all taxes, charges, fees, duties etc. for computers, printers, scanners and switches to be quoted by the quotationer as per following format: -

Sl.No	Model Description	Qty.	Rate (Rs.)	Total Amount (Rs.)
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Details of all Items :

SERVER :-

Sl. No.	Model Description	Qty	Make/Model	Config.
1	Windos Domain Controller Server	1	HP 2012 R2 ProLiant ML10	8 GB RAM & 1 TB HD
2	Squid Linux Proxy Server	1	HCL Intel inside	Pentium 4
	TOTAL	02		

DESKTOP :-

Sl. No.	Model Description	Qty	Make/Model	Config.
1	HCL	10	HCL INFINITI PRO BL1230 P-D 820 DUAL CORE	2 GB RAM & 200 MB HD
2	HP	20	HP DESKTOP 800 G1 Intel Core i5	4 GB RAM & 500 MB HD
	TOTAL	30		

PRINTER :-

Sl. No.	Model Description	Qty	Make/Model	Config.
1	HP Laser Jet (Stand alone)	20	HP-1020, HP Pro M202dw, HP 1606dn	Stand alone
2	HP Laser Jet (MFP)	4	HPLJ Pro MFP M132	MFP
3	HP DeskJet (color)	4	HP DeskJet Ink 4515	MFP
4	Samsung (MFP)	3	Samsung Xpress M2071F	MFP
5	Canon (MFP)	1	PIXMA E4270	MFP
6	Samsung (MFP)	1	SCX 4521FS	MFP
7	Brother (MFP)	1	MFC-1811	MFP
	TOTAL	34		

ANNEXURE – II

On-Line UPS

Sl. No.	Model Description	Qty
1	10 KVA UPS	1

On-Line UPS

Sl. No.	Model Description	Qty
1	5 KVA UPS	01
2	5 KVA UPS	01
	TOTAL	02

Network switches and local area network maintenance

Sl. No.	Model Description	Qty
1	Cisco Cat Exp 500	02
2	N/W Switch – 24 Port	02
3	D-Link Switch – 4/5/8 Port	08
4	Sonic Firewall-TZ215	01
5	LAN I/O points	55

- * All above Systems, Printers, UPS etc are more than 4 years of old and do not have warranty.

ANNEXURE – III

(F)

COMMERCIAL BID.

Sl. No.	Description	Amount in (₹) inclusive of all taxes
F.1		
1	Comprehensive Annual Maintenance of Servers as per Annexure- I	
2	Comprehensive Annual Maintenance of Desktops as per Annexure- I	
3	Comprehensive Annual Maintenance of Printers as per Annexure-I	
4	Comprehensive Annual Maintenance of On Line UPS (10 KVA) as per Annexure-II	
5	Comprehensive Annual Maintenance of On Line UPS (5 KVA) as per Annexure-II	
6	Comprehensive Annual Maintenance of Sonic Firewall 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: -

- 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 Bidder.

Evaluation criterion: - The tender will be finalized on the basis of the total bid amount for the services offered inclusive and not the item-wise lowest rates by the BIDDERS i.e. **L1 Criteria = Total of F.1**