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No: MMTC/CO/COMP/SOFTWARE/2011/1228/11

11 June 2014

INVITATION FOR QUOTATION

MMTC invites sealed techno-commercial quotation for comprehensive Annual Maintenance Contract, Renewal of licenses for Checkpoint, Symantec Backup Exec, Citrix, and Trend Micro at MMTC Scope complex, New Delhi and Regional office Chennai

A. 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 ten years.

A.2.0 OBJECTIVE

MMTC intends to enter into Annual Maintenance contract and renewal of license for Checkpoint, Symantec Backup Exec, Sonicwall UTM, Citrix, Trend Micro and Intrusion prevention system at MMTC Scope complex, New Delhi and Regional office Chennai as listed at Annexure-I to Annexure-VI.

A.3.0 Current IT setup at MMTC

MMTC has installed and commissioned the LAN and private WAN network at its Corporate Office at Scope Complex, New Delhi and its regional offices and sub-regional offices across India. Existing LAN arrangements at Corporate Office and the Server farm constitutes of various brand Dell, HP, HCL, IBM Server with RAID features at New Delhi and DRS site Chennai and software i.e. Checkpoint, Symantec Backup Exec, Sonicwall, Citrix, Trend Micro and Intrusion prevention system.

A.4.0 Eligibility Criteria:

- 1) The bidder must be an Indian Entity.
- 2) Bidder should provide at least one work order for Maintenance/support for each of the products mentioned in the scope of work of this tender.
- 3) Bidder should be financially sound i.e. it must have made profits in atleast (2) two financial years including last financial year i.e. 2013-14 in the preceding last three (3) years. (2011-12, 2012-13, 2013-14)(Audited annual accounts copy to be submitted).
- 4) Turnover of bidding company from IT products and Services for the last two financial years must exceed Rs. 10 Crore per year. (Certificate from CA to be enclosed)

- 4.1 Other documents to be submitted
 - 1. Bidders should provide list of clients being serviced.
 - 2. Bidder must comply with all terms and conditions of the tender.

Supporting document (s) to be enclosed for above or else bids are liable to be rejected. In case bidder is consortium of companies/collaboration, the lead partner must satisfy all the eligibility criteria.

A.5.0 PERIOD OF CONTRACT

5.1 The contract will be for a period as detailed in clause F1 to F3. The same may be renewed annually for further period of two year on same terms & conditions/rates, if the services provided are satisfactory.

B. SCOPE OF WORK

B.1

RENEWAL/SUPPORT OF CHECKPOINT AND SYMANTEC BACKUP EXEC at New Delhi and Regional office Chennai.

S.No.	Software/License Description		
1	Renewal of Check Point Enterprise Software Subscription with Support and Services. (For		
	sites, (Corporate office and DRS Site))		
2	Backup Exec, Windows, Servers, v10, License (For Two sites, (Corporate office and DRS Site))		
3	Backup Exec, Windows, Remote Agent (CAL) for Windows Servers, v10, license. (For Two sites,		
	(Corporate office and DRS Site))		
4	Backup Exec, Windows, Microsoft SQL Server Agent with Client Access License, v10, License.		
	(For Two sites, (Corporate office and DRS Site))		

B.2

COMPREHENSIVE ONSITE SUPPORT OF CITRIX PRESENTATION 4.0 AND RSA AT MMTC LIMITED, CORPORATE OFFICE, NEW DELHI.

Sl.No	Description of the product	Qty	Period
	On Site Annual Maintenance Contract		
1	Citrix Xenapp Servers	3 Servers	1.07.2014 to
			30.06.2015
2	RSA Access Manager Server	1 Server	-DO-
3	Citrix Xenapp Server Licenses	125 Licenses	-DO-
4	RSA H/W Tokens	200 Tokens	-DO-
5	Citrix Access Gateway 2010 Appliance S.No	1	-DO-
	S515MXU10A08144		
	Renewal of Licenses		
6	Renewal of Citrix Subscription Advantage	100 Licenses	01.04.2014 to
			31.03.2015
7	Renewal of Citrix Subscription Advantage	25 Licenses	28.06.2014 to
			27.06.2015
8	Renewal of Citrix Access Gateway Universal	20 Licenses	1.6.2014 to
	License		31.5.2015

1. Maintenance of Citrix Xenapp 5.0 and RSA Servers and its users

2. RSA Two Factor Authenticate H/W Token

- 3. Resolving connectivity issues
- Citrix architecture monitoring 4
- 5. Installing & Applying patches as and when required
- Renewal of subscription advantage 6
- \triangleright Technical Support: Support Contract would include problem resolution services for technical issues involving Citrix Xenapp 5.0, Citix Access Gateway and RSA products.
 - a) Engineering Support. In situations, where vendor cannot provide a satisfactory resolution to customer's critical problem through normal support method, the parent company will be involved.
 - b) Proactive Information Services. To keep Customers informed of the latest hot fix release, new product releases and critical problem alerts. Customer would receive notifications.
- Solution Tools. Solution Tools would provide technical information about Citrix products and service tools that enable customer to implement and integrate Citrix Products in an efficient and effective manner
- Relations Management. The Support Contract option would give the Customer pro-active technical relations management. A Technical Relation Manager (TRM) would be assigned to the account to build the relationship between Customer, by providing a high-level technical expertise and proactive services.
 - a) Escalation Management: In cases, where issues need engineering assistance, the TRM would act as the customer's advocate and function as point-of-contract to assist in rapid resolution of the incident.
 - b) Implementation and informational reviews: The TRM would be a resource for the Customer to assist with product information and recommendations for integration of Citrix products in the customer environments.

Renewal of Subscription Advantage for Citrix Presentation Server, Citrix Access Gateway Appliance

DELIVERABLES OF SUBSCRIPTION ADVANTAGE for Citrix Xenapp 5.0, Citrix Access Gateway and RSA (of Existing Subscription Advantage)

Upgrade Releases, Enhancement Releases, ICA Client Releases, Citrix Solution Tools and Hot fix Notifier

Vendor will provide escalation hierarchy with alternative contact details.

Vendor shall provide support on the software for a period of one year from the date of signing contract. Service call window shall be operative from Monday through Saturday between 9:30 AM to 5:30 PM.

The fault call should be responded within 2(two) hrs and should be resolved within 4(four) hrs after lodging of fault complaint

B.3

AMC/RENEWAL, OF TREND MICRO NEAT SUITE. II ENTERPRISE EDITION FOR WINDOWS (Inters scan messaging security suit, OFFICESCAN, IWSS, DAMAGE CLEANUP SERVICES)

- Renewal, of Trend Micro Neat suite. II Enterprise Edition for Windows, Trend Micro Damage Clean 1) up Services and Trend Micro Outbreak Prevention Services for 300 (Three Hundred) User license.
- 2) Activation of the keys on the respective Servers. 3)
 - Annual Maintenance contract for the Trend Micro Neat Suite II Enterprise Edition
- 4) Vendor shall provide support on Servers (25 Nos) and the desktop (300 Nos) to maintain office scan antivirus
- 5) Vendor shall update the products to the latest version of TREND MICRO NEAT SUITE. II ENTERPRISE EDITION

C. CALL REGISTRATION AND COMPLETION

- 1. 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. 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.
- 3. One mandatory visit per month by the engineer to perform/monitor health check of all the softwares as per the scope.

D. INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS

D.1. Cost of Tender Preparation:

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

D.2. Clarification of Tendering Document:

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.

D.3. 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.4. Prices:

- 4.1 Prices quoted shall be firm and not subject to variation on any account.
- 4.2 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.

D.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.

D.6 Earnest Money Deposit:

An Earnest Money Deposit of Rs30,000/- (Rupees Thirty 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 Delhi/New Delhi 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. <u>'The bid furnished without EMD amount would liable to be rejected.</u>**

D.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.

D.8. Address:

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

D.9 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. <u>The EMD DD/Pay order must form part of Technical quotation envelope.</u>

D.10. Sealed offers shall be submitted at the following address of MMTC, not later than **1500 hours on 23.06.2014** (Monday). Offers delivered after this time and date shall be summarily rejected and returned unopened.

Mr. Mohit Khanna Manager (Systems) 5th Floor, Computer Division MMTC Limited, Core-I, Scope complex, Lodhi Road, New Delhi – 110 003

The Technical Bid will be opened in the presence of the authorized representative of the bidder at **1530 hours on 23.06.2014 (Monday).** The person intend to attend the bid opening should bring authorization letter for the same from the company.

D.11. Corrections:

Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped. Non compliance may result in bid liable to be rejected.

D.12. 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.

D.13. Performance Guarantee on ₹ 100 Stamp Paper (PG): (As at Annexure-II)

- 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. A Performance Bank Guarantee, payable on demand, for an amount calculating at the rate of twenty percent (20%) of the contract value.
- 13.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC, payable at Delhi/New Delhi.
- 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.

D.14. Payment Terms:

- 14.1 MMTC shall release half yearly payment on satisfactorily completion of the first half period after submission of following documents/reports before release of payment towards Annual Maintenance Contract.
- 14.2 Payment towards renewal of license will be made on receipt of the licenses and installation/updating on the servers by the bidder and receipt of the following documents.

- i) Submission of performance guarantee as mentioned at clause no. D.13
- ii) Invoices.

D.15 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.

D.16. 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.

D.17. Delivery and Location:

- 17.1 The renewal of software mentioned at Annexure-I to be done in 4 (four) weeks.
- 17.2 The Comprehensive Annual Maintenance services to be provided at corporate office New Delhi and Regional office Chennai at DRS site.

D.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.

D.19. 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.

D.20. 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.

D.21. Arbitration:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning ad 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.22 TERMINATION FOR DEFAULT:

- 22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part. If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; If the Supplier fails to perform any other obligation(s) under the Contract; and If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 22.2 In the event of Purchaser terminates the contract in whole or in part, pursuant to paragraph 26.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered

and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

D.23 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the Purchaser or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or such other person or persons contracting through purchaser.

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.

D.26 SIGNING OF THE CONTRACT

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

E. <u>SPECIAL TERMS & CONDITIONS for e-Tender</u>

E-tender is available on MMTC e-procurement website https://mmtc.eproc.in for online bidding process. For this, Bidder is required to obtain minimum class II digital signature (meant for etendering) from any of Certifying Authority recognized by Controller of Certifying Authority(www.cca.gov.in)and have to register with e-procurement portal https://tenderwizard.com/MMTC (a one time activity) independent of each other as given below. The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital Certificate is given in the web site https://mmtc.eproc.in.

In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

Interested bidders have to participate in e-Tender and submit their bids online through e-portal https://tenderwizard.com/MMTC latest by 1500 Hrs on 23.06.2014. In case, they need any technical support, they may contact helpdesk numbers provided on the e-portal. Bidders are advised to quote/submit their offers well in advance to avoid last minute hassles.

Earnest Money in physical form should reach us on or before closing date and time of tender

F. <u>COMMERCIAL BID.</u>

FEES (in INR):

SERVICE OFFERING	Qty	Total Charges (in ₹.) inclusive of all taxes and charges	Contract Period
F.1 Renewal/Support of Checkpoint and Symantec Backup Exec			
Check Point Enterprise Software Subscription with Smart Defence subscription (For two sites, (Corporate office and DRS site, Regional office, Chennai) as below :	1+1		20.06.2014 to 19.06.2015
CPMP-SSV-500 Smartview Reporter and Monitor for one VPN-1 Gateways and up to			-DO-
500 users.			
 CPXP-SC3-100-NG Checkpoint Express-VPN-1 Express Gateway for 100 Users and SmartCentre Express for 3 Sites 			-DO-
 CPMP-SSV-500 Smartview Reporter and Monitor for one VPN-1 Gateways and up to 500 users 			-DO-
CPXP-SC3-100-NG Checkpoint Express-VPN-1 Express Gateway for 100 Users and SmartCentre Express for 3 Sites			-DO-
CPPWR-SMDF-100 Smart Defense for VPN-1 Power Gateway 100 Users			-DO-
 CPPWR-SMDF-100 Smart Defense for VPN-1 Power Gateway 100 Users 			-DO-
Renewal/Support of Symantec Backup Exec			29.12.2014 to 28.12.2015
Backup Exec, Windows server v10 License (For two sites,(Corporate office and DRS site))	2+1		-DO-
Backup Exec, Windows Remote Agent (CAL) for windows servers v10 license, (For two sites,(Corporate office and DRS site))	6+1		-DO-
Backup Exec Windows Microsoft SQL server agent with client access license, v10 license, (For two sites,(Corporate office and DRS site)	2+1		-DO-
SUB TOTAL			
F.2 On Site Annual Maintenance Contract.			
1. Citrix Xenapp Servers	3 Servers		1.07.2014 to 30.06.2015
2. RSA Access Manager Server	1 Server		-DO-
3. Citrix Xenapp Server Licenses	125 Licenses		-DO-
4. RSA H/W Tokens	200 Tokens		-DO-
 Citrix Access Gateway 2010 Appliance S.No S515MXU10A08144 	1 Box		-DO-
Renewal of Licenses			
1. Renewal of Citrix Subscription Advantage	100 Licenses		01.04.2014 to 31.03.2015
2. Renewal of Citrix Subscription Advantage	25 Licenses		28.06.2014 to 27.06.2015
3. Renewal of Citrix Access Gateway Universal License SUB TOTAL	20 Licenses		1.6.2014 to 31.5.2015
F.3 AMC and Renewal of Trend Micro Neat suite Enterprise			
Edition Licenses for windows 1. Renewal, of Trend Micro Neatsuite. II Enterprise Edition for	300 Licenses		28.06.2013 to

Windows, Trend Micro Damage Clean up Services and Trend Micro Outbreak Prevention Services for 300 (Three Hundred) User license.	27.06.2014
2. Annual Maintenance of the Trend Micro Neat Suite II Enterprise Edition on Server (25 Nos) and desktop (300 Nos) level.	1.07.2014 to 30.06.2015
SUB TOTAL	
GRAND TOTAL = F.1 TO F.3	

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