



Regional Office, Chennai House, 6 Esplanade, Chennai-600108

No: MMTC/CHN/SYS/AMC-PRINTERS/2014/02

20 June 2014

INVITATION FOR QUOTATION

MMTC invites sealed techno-commercial quotation for comprehensive Annual Maintenance of HP LaserJet Printers & LQ Printers at Regional office Chennai. All the parts of the LJ printers, DMP Printers and Scanners shall be included in AMC. (Only Cartridges will be excluded).

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 Printer/Hardware Maintenance and technical support.
- 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.

A.3 PERIOD OF CONTRACT

- 3.1 The contract will be 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.

B. SCOPE OF WORK

A brief overview of the Services required is outlined below.

Comprehensive Annual maintenance of HP LaserJet Printers, LQ Printers & Scanners. All the parts of the LJ printers, DMP Printers and Scanners shall be included in AMC. (Only Cartridges will be excluded). (Detailed configuration is at Annexure III).

- 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.
- 2 **Comprehensive service includes labour, parts, freight, transportation etc, taxes, duties and levies on spare parts. All the parts of the LJ printers, DMP Printers and Scanners shall be included in AMC. (Only Cartridges will be excluded).**

3. Scheduled Preventive Maintenance (PM) once in Six months for all printers. Service Provider would maintain the Job Card for the PM. The PM Job Card has to be signed by MMTC System Official.
4. Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the printers. 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.
5. **In case of failure, equivalent standby printer will be provided till the time original printer is repaired / replaced by the standby equipment.**
6. Response Time: 4 hours, Resolution Time: 8 working hours thereafter.

C. CALL REGISTRATION AND COMPLETION

1. All the maintenance calls will be logged using 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.

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), employee strength etc. should be furnished.
- 2 Name, Proof of identity & address i.e., photocopy of Election Identity Card, Driving Licence, PAN Card etc. of the Bidder.
- 3 In case Bidder is a company, 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.
- 4 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.
- 5 Authority letter by company in favour of authorised signatory as certified by the Company Secretary / Director.
- 6 **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.

D.3 TECHNICAL EVALUATION CRITERIA

- 1 **The Bidder should fulfill 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 Printer at MMTC Limited, Chennai". The envelope enclosing Commercial Bid should be superscripted with the words "COMMERCIAL BID FOR Annual Maintenance of Printer at MMTC Limited, Chennai". Envelop containing envelopes for Technical and Commercial Bid shall be superscripted with the words "TECHNICAL AND COMMERCIAL BID for Annual Maintenance of Printer at MMTC Limited, Chennai." Each envelop shall also bear the following details on the bottom left of the sealed cover:

- (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. CLARIFICATION OF TENDERING DOCUMENT:

Bidders requiring clarification on tender document or for clarification sought for existing printer-hardware 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 (5) working days prior to the date of submission of bid.

D.8. 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.9. PRICES:

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.

D.10. 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.11. EARNEST MONEY DEPOSIT:

An Earnest Money Deposit of Rs. 5,000/- (Rupees Five 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 Chennai 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.12. 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.

D.13. Sealed offers shall be submitted at the following address of MMTC, not later than 1500 hours on 21.07.2014 (Monday). Offers delivered after this time and date shall be summarily rejected and returned unopened.

Mr. Deepak Bartwal, Sr.Manager (Systems) / Mr. A.Srinivasan, Sr.Office Manager (Prog)
Computer Division
Essar House
6, Esplanade,
Chennai-600108

The Technical Bid will be opened in the presence of the authorized representative of the bidder at 1530 hours on 21.07.2014 (Monday). The person intend to attend the bid opening should bring authorization letter for the same from the company.

D.14. 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.15. 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.16. 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 such date as the delivery of the goods has been completely affected and the warranty period has expired. The vendor, who has caused and delivered the Performance Guarantee, shall not be entitled to any interests thereon.

D.17. 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.18. 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.19. 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.20. DELIVERY LOCATION:

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

D.21. 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.22. 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.23. 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.24. 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.25 TERMINATION FOR DEFAULT:

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.

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.26 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.27 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.28 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.29 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.

ANNEXURE-I

TECHNICAL BID
(To be filled by the bidder)

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.		

*** Self Attested Supporting document(s) to be enclosed for above else bids will be rejected.**

COMMERCIAL BID.
(To be filled by the bidder)

Sl. No.	Description	Amount in (₹.) inclusive of all taxes
D.1		
1	Comprehensive Annual Maintenance of HP LaserJet Printers , LQ printers & Scanners as per Annexure- III. All the parts of the LJ printers, DMP Printers and Scanners shall be included in AMC. (Only Cartridges will be excluded).	
	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: - 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.

ANNEXURE- III

LIST OF PRINTERS TO BE COVERED UNDER ANNUAL MAINTENANCE CONTRACT
All the parts of the LJ printers, DMP Printers and scanners shall be included in AMC.
(Only Cartridges will be excluded).

Sl.No	Printer/Scanner	Printer Sl.No	AMC Cost Per unit
1	HP LJ P1007	VNF6531759	
2	HP LJ P1008	VNC6327309	
3	HP LJ 3015 MF	CNBSX58267	
4	HP LJ M 1522 MF	CND88BVH68	
5	HP LJ 3055 MF	CNCJ184181	
6	HP LJ 3050 MF	CNCK734791	
7	HP LJ 3050 MF	CNCK720019	
8	HP LJ M1005 MF	CNG8841GSF	
9	HPLJ 1010	SGFB219231	
10	HP LJ 1010	SGFB219224	
11	HP LJ 1010	SGFBF50393	
12	HP LJ 1018	VNC4J39514	
13	HP LJ 1018	VNC3B48703	
14	HP LJ 1018	CNCJP24368	
15	HP LJ 1018	CNC9P09977	
16	HP LJ 1018	VNC3B48564	
17	HP LJ 1018	VNC3M14443	
18	HP LJ 1018	VNC4J21140	
19	HP LJ 1018	VNC3B31280	
20	HP LJ 1018	CNCJS41162	
21	HP LJ 1018	VNC3B30504	
22	HP LJ 1018	VNC3F18221	
23	HP LJ 1018	VNC3B15444	
24	HP LJ 1018	VNC3B45411	
25	HP LJ 1020	CNCKD30371	
26	HP LJ 1020 PLUS	CNCFT74541	
27	HP LJ 1020 PLUS	CNCFT47272	
28	HP LJ 1020	CNCKD39513	
29	HP LJ 1020	CNCKD30378	
30	HP LJ 1020	CNCFX72963	
31	HP LJ 1022	CNBJ6390C6	
32	HP LJ 1022	CNBJ62LOJM	

33	HP LJ 1022	CNBJ58Z10N	
34	HP LJ 1022	CNBJ58Z11J	
35	HP LJ 1022	CNBJ6390ZQ	
36	HP LJ 1022	CNBJ63911S	
37	HP LJ 1022	CNBJ63D0CY	
38	HP LJ 1022	CNBJ63DOHP	
39	HP LJ 1022	CNBJ6390GM	
40	HP LJ 1022	CNBJ6390GP	
41	HP Scan jet G3010	CN6CMA52W7	
42	HP Scan jet 2200C	CN1A5150JB	
43	LQ 150 +DX	DS5GQ27722	
44	LQ 1050DX	LG2A011943	

ANNEXURE IV

PERFORMANCE BANK GUARANTEE (Rs. 100 Stamp Paper)

No. _____.

Date _____.

To
MMTC Limited
ESSAR House,
6, ESPLANADE
CHENNAI - 600108

WHEREAS _____ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Essar House, 6 Esplanade, Chennai-600108, (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 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 extentions 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)