



MMTC Limited
Corporate office
Scope Complex, Core-1
New Delhi.

(Systems Division)

Tender Reference Number: MMTC/CO/COMP/DIGIT/2016-17/01

Dated 1st June 2016

For

Procurement of Digital Signature Certificates

SECTION -I

INVITATION TO TENDER

TENDER NO: MMTC/CO/COMP/DIGIT/2016-17/01

Dated 1st June 2016

Name of the Party :

Dear Sir,

Subject: Procurement of Digital Signature Certificates

MMTC Limited invites quotations for above mentioned work in MMTC Limited. The copy of tender document may be downloaded from website <http://www.mmtclimited.com> and <http://www.eprocure.gov.in>.

Tender Reference	MMTC/CO/COMP/DIGIT/2016-17/01
Earnest Money Deposit (EMD)	Rs. 10,000/- (Rupees Ten Thousand only)
Start Date for Tender document download	1 st June 2016 (Wednesday)
Last Date and Time for receipts of tender offers	23 rd June 2016 up to 11:00 Hrs (Thursday)
Bid Opening	23 rd June 2016 up to 11:30 Hrs (Thursday)
Address of Communication	Mrs. Payal Arora Manager (Systems) MMTC Limited Scope Complex, Core-1 5 th Floor, Computer Centre New Delhi - 110003
Contact Telephone Numbers	Phone: 011-24381372

Thanking You.

Yours Faithfully,

Payal Arora
Manager(Systems)

Total no. of pages of the tender documents including specifications etc. is eight.

SECTION II

MMTC wishes to procure Digital Signature Certificates (Class-II & Class-III Digital Signature Certificates for signing and encryption) from a licensed Certifying Authority (licensed by the Controller of Certifying Authorities, Ministry of Information Technology, Government of India for issuing and managing Digital Signature Certificates (Class-II & Class-III Digital Signature Certificates) as per the Indian IT Act 2000 and amendments thereof), for its designated officers, as and when required. The Digital Signature Certificates shall be issued on USB token.

Submission of tenders will be allowed / accepted latest by 1100 Hrs on 23.06.16. For any clarifications, undersigned may be contacted.

1. Tenders should be submitted in two parts as given below:

- | | | | |
|------|-----------------------|---|----------------|
| (i) | Technical Bid | - | on Line |
| (ii) | Commercial Bid | - | on Line |

2. **Submission of EMD** - Bidder has to submit EMD of Rs. 10,000/- (Rupees Ten Thousand only) in physical. Same should reach MMTC's concerned official before closing date and time of tender. EMD of the L1 bidder shall be retained with the company as a security. No interest shall be paid on EMD deposited.

Bidder should submit the supporting documents for the Technical bid in physical, along with the EMD, in the sealed cover, super scribing the contents. **Tenders received without EMD shall be summarily rejected.**

SPECIAL TERMS & CONDITIONS FOR E-TENDER (for Technical and Commercial Bid)

1. Offers to be submitted online on MMTC's e-procurement portal (<https://mmtc.eproc.in>) against the respective tender along with scanned copy of duly signed offer on letterhead.
2. The bidder should have legally valid class III Digital Signature Certificate (Singing with encryption) from the licensed certifying authorities operating under the root certifying authority of India (RCAI), controller of certifying authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal.
3. Bidders are requested to register on the e-procurement portal. The bidder should have a valid user id to access e-procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
5. The internet browser used should be internet explorer version 10.0 and above. The operating system should be Microsoft windows 7.
6. Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
7. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service provider's helpdesk:

HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		
Contact Nos. +91-124-4302000 for helpdesk officers		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
Pankaj Kumar	Pankaj.verma@c1india.com	+91-9910433177

Validity of Tenders: The tenders should be valid for acceptance for a period of 90 days from the date of submission of the tender. MMTC reserves the rights to accept or reject any or all of the quotations without assigning any reason whatsoever.

1. The bidder should be:

A Certifying Authority (CA), licensed by the Controller of Certifying Authorities (CCA), Ministry of Information Technology, Government of India and must submit a copy of valid license issued by the CCA

OR

An authorised distributor/dealer/reseller/partner of the Certifying Authority (CA) and must submit a copy of valid Authority Document issued by the Certifying Authority (CA).

- The bidder shall supply, configure, install and demonstrate the complete Digital Signatures solution within a period of 1 week from the date of placement of Order.
- The L1 bidder should provide Digital Signature Certificates as per the CCA guidelines.
- Contract Period:** The Contract shall be valid for a period of 2 years, from the date of award of the contract.
- Compliance with all Laws:** The selected party shall be responsible and shall ensure compliance with all laws applicable and related to the supply of Digital Signature Certificates. This will include inter-alia, rules, regulations, by-laws and orders of the appropriate authorities and statutory bodies and may be enforced from time to time during the currency of the contract.
- Software Warranty:** The software supplied, if any, by the vendor shall be covered by a warranty of two years from any software error/bugs. Correction Diskette, if any, along with relevant documentation shall be provided.
- Media Warranty:** The media/USB token supplied by the vendor shall be covered by a warranty for defects in material and workmanship for a period of 2 years from the date of acceptance. In case of any defects found within this period, the Bidder shall replace the defective media, free of cost. **In case of defective USB Token, new/fresh USB Token along with the Digital Signature Certificates stored therein or its replacement shall be provided free of cost onsite during the warranty period.**
- Penalty for delay:** For any delay in installation and commissioning of the ordered items, MMTC Limited will charge penalty @ 0.5% of the order value per week or part thereof, subject to a maximum of 10%.

9. **Indemnity:** Vendor shall indemnify, protect and save MMTC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware/software/network equipment etc. supplied by him.
10. **Publicity:** Any publicity by the vendor in which the name of MMTC is to be used should be done only with the explicit written permission of MMTC Limited.
11. **Confidentiality:** The vendor must have adequate arrangements/safeguards pertaining to safe keeping of information provided by MMTC to validate the identity of the officers selected for providing Digital Signature Certificates and must maintain confidentiality of the information provided by MMTC.
12. **Merger and 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.
13. **Fraud Prevention Policy:**
 - Commitments of Bidder(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 transactions with MMTC.
 - The bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC’s employees 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.
 - The bidder(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.
 - The bidder(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) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
 - The bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
 - Disqualification from tender process and exclusion from future contracts : If the bidder(s) before award or during execution has committed a transgression through a violation of Clause above 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) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

- **Damages:** If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 6.13.2, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.
14. **Disaster Recovery:** The vendor must have implemented, documented and tested its contingency Plan and disaster recovery procedures. In case of any disaster, Disaster Recovery Site (DRS) should be up and working within 24 hrs.
 15. **Payment terms:** 100% payment (Including Taxes & Duties) shall be released on delivery and installation.
 16. **Liquidated Damages :** Should the vendor fail to complete the job of supplying the Digital Signature Certificates the Purchaser shall be entitled at his option either:
To recovery from the vendor Liquidated damages, and not by way of penalty, a sum of 2% of the price of the Contract Value, for each week or part thereof, during which the delivery of said service is delayed subject to a maximum 5% of the price, or
To engage another suitable party for the said job without notice to the vendor on the account and the risk of the vendor services not delivered or others of a similar description, without cancelling the order at the sole risk of the party, or
To cancel the order.
 17. **Force Majeure Clause:** In the event either or both the parties to the contract is/ are prevented from discharging its/their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s), by Govt of people, blocked (s), revolution(s), insurrection(s), mobilization(s), strike(s), lockout (s), Civil commotion(s), riot (s), Accident(s), Act (s) of God or other natural calamities or on account of any other Act (s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constrains occasion by one or more of the aforesaid force majeure conditions.
 18. On the occasion of any above force majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 10 days of Force Majeure stating therein (i) the date of occurrence(s) of Force Majeure Disability, (ii) the nature of such Force Majeure Disability along with a chamber of commerce of the concerned state certifying the fact of Force Majeure condition during the period.
 19. In the event of the vendor invoking the Force Majeure condition (s), the purchaser shall have the option to cancel the Contract for the reason of any or all of the Force Majeure condition(s) notified by the vendor without being liable to pay any compensation whatsoever to the vendor.
 20. **Conciliation Clause:** Any dispute or difference whatsoever arising between the parties relating to or arising out of contract, shall be settled first by conciliation in accordance with Rules of Conciliation of MMTC and settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties.
 21. **Arbitration:** All disputes or difference 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.
 22. **Documentation:** The bidder shall supply onsite, the complete documentation including the user manual and installation guides for component supplied, in media & printed copies.

TECHNICAL BID FORMAT

The bidder shall supply the complete information as per the following formats:

1. **Company name :**
2. **Ownership details:**
3. **Status of the company (Limited, PSU, SSI etc.):**
4. **Licence ref. No./ Date & Validity of the Licence issued by the Controller of Certifying Authorities, Govt. of India, for acting as a Certifying Authority. (Kindly attach a photo-copy of the Licence)**
Or
copy of valid Authority Document issued by the Certifying Authority (CA) in case of authorised distributor/dealer/reseller/partner of the Certifying Authority (CA).
5. **PAN Number :**
6. **Bank Account Details:**
 - **Name of the Account Holder**
 - **Name of the Bank**
 - **Branch Address**
 - **IFSC Code**
 - **Account Type (SB, Current, Cash Credit etc.)**
7. **Contact person Name and designation :**
8. **Address of the contact person/Phone/Mobile/Fax/E-mail ID:**
9. **Financial details of the company:**

Year	Turnover	Profit/Loss (Rs./Crores)
2012-13		
2013-14		
2014-15		

10. **Current /Major Client List:**

S. No.	Name of the Client	Items Supplied / Services provided

We hereby certify that all information provided above is correct and true the best of our knowledge. We agree to abide by the terms & conditions of the tender in question.

Date

Signature, Company Name & Seal of Authorised Person

COMMERCIAL BID FORMAT

- For Class-II Digital Signature Certificates

S. No.	Component	Unit Price (Rs.) (Exclusive of taxes)
1	Class-II Digital Signature Certificates for MMTC employees for signing and encryption, with USB based plug and play token for storing Digital Signature Certificates.	

- For Class-III Digital Signature Certificates

S. No.	Component	Unit Price (Rs.) (Exclusive of taxes)
1	Class-III Digital Signature Certificates for MMTC employees for signing and encryption, with USB based plug and play token for storing Digital Signature Certificates.	

Note:

- 1. Taxes shall be paid at the actuals.**
- 2. Price quoted should be inclusive of the Warranty and Maintenance of the complete solution for a period of 2 years from the date of order placement.**
- 3. Price quoted should be valid for 2 years of the Contract period.**