



MMTC LIMITED
CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003
TEL NO.: 011-24381343, 011-24361560

No: MMTC/CO/COMP/AMC-UPS/2011-12/1256

Date: 13.05.2014

INVITATION FOR QUOTATION

Tender Notification for “COMPREHENSIVE ANNUAL MAINTENANCE OF UPS INSTALLED IN MMTC LIMITED, NEW DELHI.”

Tender no. & date	MMTC/CO/COMP/AMC-UPS/2011-12/1256 dated 13.05.2014
Earnest Money	Rs. 10,000/- (Rs. Ten Thousand only) favoring MMTC Limited , New Delhi
Cost of Tender Document	NIL
Last Date and Time of submission of tender	Up to 15:00 hrs on 28.05.2014(Wednesday)
Date and Time of Opening of Tender	15: 30 hrs. On 28.05.2014 (Wednesday)
Contact Person for Further Communication	Praveen Kr Srivastava Manager(Systems), Tel No: 011- 24381343 e-mail: praveen@mmtclimited.com

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.

2.0 ELIGIBILITY CRITERIA

- 2.1 The Bidder company should be an Indian entity.
- 2.2 The Bidder company/firm/service provider should have more than 5 years of experience in UPS maintenance. (Copy of work order for UPS maintenance last five(5) years should be enclosed.)
- 2.3 The Bidder company/firm/service provider should be financially sound i.e., it must have made profits in the immediately preceding three financial years. (Copy of audited accounts for the last three years i.e. 2011-12, 2012-13 and 2013-14 should be enclosed.)
- 2.4 The Bidder company/firm/service provider should have an average annual turnover of at least Rs. 50 lakh (Rupees Fifty lakh) during the last Three (3) years.
- 2.5 The Bidder company/firm/service provider must have executed satisfactorily, a minimum of Three (3) AMCs of more than 10 UPS in LAN environment for Ministries/Departments of Government of India/PSUs/Banks with at least one (1) ongoing contract with such departments. Satisfactory Performance certificate from these organizations along with copies of the work order may be attached.
- 2.6 The Bidder company/firm/service provider must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).
- 2.7 The Bidder company/firm/service provider should have its own office(s) at New Delhi for the UPS service support.

Supporting document(s) to be enclosed for above or else bids will be rejected

3.0 MMTC reserves the right to accept or reject any quotation, and to annul the tendering process and reject all quotations, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm.

4.0 SCOPE OF WORK

1.0 Scope and Services

1.1 The Bidder company/firm/service provider must agree to maintain UPS and peripherals as listed in ANNEXURE-III in accordance with the provisions laid down in the tender document, at yearly charges as given in the contract.

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 upgradation

1.2 Service Provider agrees to provide the following services under the contract to keep the UPS & peripherals in good working order.

- I. Maintain the systems inventory details of all the items under the scope of contract which would be taken to service centre for necessary repairs in proper manner.
- II. Scheduled Preventive Maintenance (PM) once in three Months for all UPS covered under this contract. PM can be clubbed with corrective maintenance. Service Provider would maintain the preventive maintenance record in a separate register exclusively meant for this task.
- III. Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the UPS 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 is to be replaced or repaired shall be at the sole discretion of Service Provider. The response time to attend the call should be within two to three hours of lodging of complain and resolution time should be within four to six hours from lodging of complaint.

5.0 INSTRUCTIONS, GENERAL AND SPECIAL TERMS & CONDITIONS TO BIDDERS

1.0 The Tender shall be submitted in two parts in two separate envelopes:
(i) Technical Bid (ii) Commercial Bid

2.0 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.

3.0 Cost of Bidding

3.1 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.

4.0 The Bid Documents

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

5.0 Responding to Bid

5.1 Technical and Commercial Bid should be sealed separately, marked clearly and should be enclosed in another cover while submitting the bid. The envelope enclosing Technical bid should be superscripted with the words "TECHNICAL BID for Comprehensive Annual Maintenance of UPS and Peripherals installed in MMTC Limited, New Delhi".

5.2 The envelope enclosing Commercial Bid should be superscripted with the words "COMMERCIAL BID for Comprehensive Annual Maintenance of UPS and Peripherals installed in MMTC Limited, New Delhi".

5.3 Envelope containing envelopes for Technical and Commercial Bid shall be superscripted with the words "TECHNICAL and COMMERCIAL BID for Comprehensive Annual Maintenance of UPS and Peripherals installed in MMTC Limited, New Delhi." Each envelope shall also bear the following details on the bottom left of the sealed cover:

- (a) Name of the Bidder (Firm/Company/Service provider) & Address
- (b) Name of the Contact person
- (c) Postal Address and Telephone Number of the contact person

5.4 Documents to be enclosed with the Technical Bid: -

The Bidder shall respond to Form A1 to A5 and submit EMD with Technical Bid. The bidders shall respond to all articles of the offer in the same sequence and shall clearly indicate whether they accept each article separately. Each article shall be answered. The articles, which are not answered, shall be considered as "non-adhered". The bidders shall never use such vague answers as "not clear", "not understood" etc. submit the following details (Form A1 to Form A5) in the technical bid envelope

Technical Bid – Bid Particulars (Form A1)

Technical Bid – Bidder’s Experience (Form A2)

Technical Bid – Technical – Compliance Statement for Eligibility Criterion (Form A3)

Technical Bid – Technical - Terms and conditions as agreed. (Form A4)

Technical Bid – Statement of Deviation (Form A5)

Technical Bid not secured by EMD will be rejected by MMTC.

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.

5.5 Documents to be enclosed with the Commercial Bid: -

5.5.1 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.

5.6 The Technical bid will be opened in the presence of the authorized representative of the bidder at 1530 Hrs on 28th May 2014. The person intend to attend the opening should bring authorization letter for the same from the company.

6.0 Clarification of Bid Documents

6.1 Any bidder requiring any clarification of the bid documents may notify MMTC in writing or by fax. MMTC shall respond in writing or by fax to any request for clarification, which is received by 23rd May 2014.

7.0 Amendments of Bid Documents

7.1 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 addenda. In such case, the addendum shall include an announcement of the new closing date set for the submission of offers, if any.

7.2 The amendments shall be notified on www.mmtclimited.gov.in and <https://eprocure.gov.in> and these amendments will be binding on bidders.

7.3 In order to offer the prospective dealers reasonable time to take the amendments into account in preparing their bids, MMTC may, at its discretion, extend the deadline for the submission of bids suitably.

8.0 BID PRICES

8.1 The bidder shall give the total composite price inclusive of all levies & taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other component of the price need to be individually indicated against the services/services it proposes to supply under the contract. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the MMTC.

8.2 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.

8.3 The unit prices quoted by the bidder shall be in sufficient detail to enable MMTC to arrive at prices of services offered.

8.4 “DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account”.

8.5 The prices stated shall also include all rights (if any) of patent, registered design or trade mark and the bidder shall be responsible against all claims, whatsoever, in this respect.

8.6 No change(s) in the prices or conditions shall be acceptable after opening of the Bids.

9.0 Documents establishing services conformity to bid documents:

9.1 The documentary evidence of the ‘services and services’ conformity to the Bid Documents may be in the form of literature, drawings, data etc and he shall furnish:

a. detailed description of the services with essential technical and performance characteristics;

b. clause-by-clause compliance on the MMTC’s technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. In case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification and Commercial & General Conditions shall not be considered.

10.0 Bid Security:

10.1 The bidder shall furnish, as part of his bid, an EMD for an amount of Rs. 10,000 (Rupees Ten Thousand only).

10.2 The EMD is required to protect the MMTC against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 10.7.

10.3 The EMD shall be in the form of a Pay order/DD in favour of "MMTC Limited" payable at New Delhi and drawn on any nationalized or first class international bank.

10.4 A BID NOT SECURED IN ACCORDANCE WITH PARA 10.1 & 10.3 SHALL BE REJECTED BY THE MMTC AS NON-RESPONSIVE at the bid opening stage and returned to the bidder unopened.

10.5 The EMD of the unsuccessful bidder will be returned as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed by the MMTC, pursuant to clause 8.0.

10.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the advance Work order satisfactorily in accordance with clause no. 19 and furnishing the performance security.

10.7 The EMD may be forfeited:

(i) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, **or**

(ii) In the case of a successful bidder, if the bidder fails:

(a) to sign the contract in accordance with clause 20 or

(b) to furnish Performance Guarantee in accordance with clause.

11.0 Period of validity of bids:

11.1 The bidders shall hold valid their bids for 90 days from the date of bid opening. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension of the period validity of bid. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Bid Security. A bidder agreeing to the request shall not be permitted to modify his bid, but required to extend the validity correspondingly.

12.0 Format, signing and marking of bids:

12.1 The Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The Technical and Commercial bids submitted shall be sealed properly.**

12.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

12.3 The envelope shall be addressed to the MMTC at the following address:

Praveen Kr Srivastava
Manager (Systems)
MMTC Limited
Computer Division
7, Institutional Area,
Core-I, "SCOPE" Complex, Lodhi Road,
New Delhi – 110 003

13.0 Submission of bids:

13.1 Bids must be received by the MMTC at the address specified under para 12.3 not **later than 15:00 hrs on 28th May 2014 (Wednesday)**.

13.2 MMTC may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 7 in which case all rights and obligations of MMTC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13.3 Bid submitted by FAX/Email will not be accepted. Postal delay in submission will not be condoned.

14.0 Late bids:

14.1 Any bid received by MMTC after the deadline for submission of bids prescribed by MMTC pursuant to Clause 13, shall **be rejected and returned unopened to the bidder**.

15.0 Clarification of Bid:

15.1 To assist in the examination, evaluation and comparisons of bids, MMTC may, at its discretion, ask the bidder for the clarification of its bids. The request of clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

16.0 Contacting MMTC:

16.1 Subject to Clause 15, no bidder shall try to influence MMTC on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

16.2 Any effort by a bidder to influence MMTC in MMTC's bid evaluation; bid comparison or contract award decisions shall result in the rejection of the bid.

17.0 Award of contract:

17.1 MMTC shall consider placement of orders for Annual Maintenance of UPS on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been validated by MMTC.

18.0 Acceptance of Bid:

18.1 MMTC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for MMTC's action.

19.0 Issue of Letter of Intent/ Advance Work Order:

19.1 The issue of a Letter of Intent/ Advance Work Order shall constitute the intention of MMTC to enter into the contract with the bidder.

19.2 The bidder shall within Seven (7) days of issue of the Letter of Intent/ Advance Work Order, give his acceptance along with performance guarantee in conformity with (Annexure-I) provided with the bid documents.

20.0 Signing of Contract:

20.1 The issue of Work Order shall constitute the award of contract on the bidder.

20.2 Upon the successful bidder furnishing the Performance Guarantee pursuant to Clause 19, MMTC shall discharge/adjust its bid security, pursuant to clause 10.

21.0 Annulment of award:

21.1 Failure of the successful bidder to comply with the requirement of Clause 20 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event MMTC may make the award to any other bidder at the discretion of MMTC or call for new bids.

22.0 Inspection of Site:

22.1 MMTC shall have the right to inspect the infrastructure of the Bidder pursuant to Form A1.

23.0 Changes in Work Orders:

23.1 MMTC may, at any time, by a written order given to the Bidder, make changes within the general scope of the contract to be provided by the Bidder.

24.0 Termination for Default:

24.1 MMTC may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate this Contract in whole or in part.

- i. If the Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by MMTC;
- ii. If the Bidder fails to perform any other obligation(s) under the Contract; and
- iii. If the Bidder, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as MMTC may authorize in writing) after receipt of the default notice from MMTC.

24.2. In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 26.1 MMTC may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Bidder shall be liable to MMTC for any excess cost for such similar services. However, the Bidder shall continue performance of the contract to the extent not terminated.

25.0 Set Off

25.1 Any sum of money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by MMTC or any other person or persons contracting through MMTC and set off the same against any claim of MMTC 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 bidder with MMTC or such other person or persons contracting through purchaser.

26.0 Performance Guarantee:

26.1 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 in terms of Annexure I, for an amount calculates at the rate of ten percent (10%) of the contract value.

26.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC Limited, payable at Delhi/New Delhi.

26.3 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.

26.4 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.

26.5 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.

27.0 Contract Period

27.1 For the equipments under maintenance the AMC will be valid for one year from the issuance of work order.

27.2 This contract may be renewed for further period of one year with same terms and conditions, provided MMTC is satisfied with the services of Service Provider or on the terms & conditions mutually agreed by MMTC and Service Provider. The Service Provider shall not have any objection regarding the third party hardware installation by MMTC during the contract period.

28.0 Terms of Payment

28.1 No advance payment in any case would be made.

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

28.3 The payment would be made against the invoice (in triplicate) mentioning the details of equipment that come in the maintenance.

28.4 The payment would be made after deducting necessary taxes applicable, if any.

28.5 Service Provider will have to submit a Bank Guarantee of 10% value of total annual AMC charges. The Bank Guarantee can be invoked at any stage of agreement in case Service Provider fails to deliver services to the satisfaction of MMTC.

28.6 The number of equipments for AMC is liable to vary from time to time and payment may be made on prorata basis for the period equipment has been under AMC at the rate application for the said equipment. In case within the contract period, for any reasons, the systems under maintenance are disposed off by MMTC, the contract amount for that particular system shall be repaid by the Service Provider, or deducted from the amount payable by MMTC, on a pro rata basis.

The above payment terms would be strictly followed. Bidders are requested not to indicate their own payment terms.

29.0 Indemnity:

29.1 The Bidder shall at all times indemnify Purchaser, 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 mark being made against Purchaser, 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.

30.0 Liquidated Damages:

30.1 The timely delivery of the services is essence of the contract. In the event of bidder's failure to deliver the services within the stipulated delivery period, the liquidated damages are payable by them @ 2 % per week of the unexecuted order value subject to a maximum of 10% of total order value.

31.0 Force Majeure:

31.1 If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government(including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables.

31.2 If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

31.3 The party which is unable to fulfil its obligations under the present contract must within 30 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration.

32.0 Arbitration:

32.1 Informal Dispute Resolution :

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

32.2 Formal Dispute Resolution :

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

Other Special Terms and Conditions

33.0 UPS maintenance charges shall not include the cost of consumables and supply items such as batteries. Engineer will install batteries for UPS, however batteries will be provided by MMTC

34.0 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.

35.0 MMTC personnel will be responsible for operating the systems and peripherals, during the period of contract, MMTC will restrict to operational activities only and will not repair/ maintain any equipment.

36.0 Incase MMTC decides to withdraw any equipment from contract during the AMC period; the same would be taken out of this contract with written information to Service Provider.

37.0 Call Registrations and Completion

All the maintenance calls will be logged by the user. . Submission of call report of the maintenance/complaint calls is mandatory & is to be signed by the nodal service engineer deputed by service provider.

38.0 Care of the equipment

MMTC shall help to maintain the normal environment and other site conditions for its equipments.

39.0 Movement of equipments

39.1 In respect of any movement of the equipment covered under the contract out of MMTC premises, all risks of damages and loss either in the transit or at the premises of Service Provider shall be to Service Provider's account. However Service Provider shall not be liable for any damages/loss, which may occur as a result of transfer of the system without the assistance by Service Provider's Engineer in this respect.

39.2 During the period of such movement all charges actually borne towards freight/transportation shall not be made to Service Provider by MMTC.

40.0 Uptime Guarantee

40.1 The SERVICE PROVIDER shall guarantee a minimum uptime of 99% during the maintenance period. The Service Provider shall always maintain a detailed 'breakdown and repair' records of scheduled equipment

40.2 In case of failure to repair within stipulated time the Service Provider shall provide an equivalent stand by equipment, without any additional charges.

41.0 Liability

41.1 The Service Provider shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the Service Provider during the contract period. The Service Provider shall make good the loss or damage to the scheduled equipment caused due to negligence.

42.0 Easy Access and Co-operation

42.1 MMTC shall give Service Provider full and free access to the access to the equipment's to enable Service Provider to provide maintenance services and make available to Service Provider the services of MMTC's staff that are familiar with the application programs and provide suitable working space and facilities for keeping the spare parts.

FORM A1

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) :	20013-14	2012-2013	2011-12
	Turnover (Rs. In lakhs)			
	Profit after Tax (,,)			

FORM A2

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	Approximate value of Service (in Indian Rs.)	
5	Details of UPS its capacity & number under AMC,	
6	Specify Whether any termination of contract or litigation or arbitration was involved	
7	Name, title & Address of the Client's person who can be contacted	

Signature of the Vendor

Name

Place

Date

Company Seal

Note: Separate sheet for each projects/Clients shall be enclosed

FORM A3

Compliance Statement for Eligibility Criterion

S.No.	<u>Description</u>	<u>Compliance</u> <u>(Y/N)</u>		<u>Documents</u> <u>attached, 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 5 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 should have an annual financial turnover of at least Rs. 50 Lakh (Rupees Fifty Lakh) during the last 3 (Three) years.			- do-
5	The Bidder company/firm/service provider must have executed satisfactorily, a minimum of Three (3) AMCs of more than 10 UPS for Ministries/Departments of Government of India/PSUs/Banks with at least one (1) ongoing contract with such departments. Performance 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-
6	The bidder must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).			- do-
7	The Service Provider should have its own office(s) at New Delhi for the systems service support.			- do-
8	EMD amount of Rs. 10,000/- (Rupees Ten Thousand only) attached. Please specify details of instrument.			- do-

FORM A4

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:

FORM A5

STATEMENT OF DEVIATION (s) FROM TENDER TERMS & CONDITIONS

Dear Sir,

Following are the deviations and variations from the tender terms and conditions. These deviations and variations are exhaustive. Except these deviation and variations, the entire Service shall be imparted as per your specifications and documents.

Sl. No.	Clause No.	Page No.	Statement of deviations and variations.

Signature of the Vendor

Name

Place

Date

Company Seal

ANNEXURE-II

Commercials for AMC of UPS

SL.NO	DESCRIPTION OF UPS	QTY(Nos)	Rate per unit for a year (in Rs.)	Total Price (in Rs.)
1	Tritronics (INDIA) Pvt Ltd	01		
	20KVA on Line UPS SYSTEMS			
	-Yr. 2010			
2	Electronics & Controls power systems pvt ltd	02		
	True Double Conversion ONLINE 10KVA UPS			
	system Three Phase input and single phase			
	Output "PROACTA" microprocessor Controlled IGBT.			
	PWM based technology with PRS along with			
	WEB Monitoring software with sealed Maintenance Free			
	Batteries to support 10KVA load for minimum one hour with each UPS – Yr. 2005			
3	Elent Online 7.5KVA online UPS – Yr. 1999	01		
4	Elgant Electronics Online UPS- Pulsetech IGBT Based 5.0KVA –Yr 2007	01		
5	AZ Electronics	01		
	10 KVA online UPS			
	bettery Backup of 2 Hours			
			TOTAL COST (Rs.) :	

Please note while quoting above cost.

- i. All cost should be quoted. Non-quoting of any cost will disqualify the bid.
- ii. Prices should be mentioned against each column using both figures and words.

Evaluation Criteria: The tender will be finalized on the basis of the total bid amount and not the items-wise lowest rates quoted by the bidders. i.e. Lowest of the Total Cost.

ANNEXURE I

PERFORMANCE BANK GUARANTEE on (Rs. 100 Stamp paper)

No. .

Date .

To

MMTC Limited

Core-I, Scope Complex

7. Lodhi Road

New Delhi - 110003

WHEREAS _____ (service provider name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Core-I, Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Contract No. dated _____ for the Annual Maintenance service of _____ (Items) for a value of Rs. _____ (total Annual Maintenance for UPS value) (Rupees _____ (in words) and whereas the Seller has agreed for Annual Maintenance service 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 100% of the total value) for the due performance of the contract in favour of the said MMTC. We (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. _____ (Rupees _____ (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words).

We, _____ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto _____ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the obligations of the said contract have been fully and properly carried out by the seller and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, _____ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract or to extend time of performance by the seller from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the seller and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the seller or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the seller, or by any letter or thing whatsoever, which under the law relating to the sureties would, but for this provision have the effect of so relieving us.

We, _____ (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, _____ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said seller in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment 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 stamp & seal of the bank)