

# CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003 TELPHONE NO: 011-24362200 ext 1483, 011-24361560

# **REQUEST FOR PROPOSAL (RFP)**

#### Tender Notification for "COMPREHENSIVE ANNUAL MAINTENANCE OF COMPUTERS, LAPTOPS, PRINTERS, UPS AND OTHER PERIPHERALS INSTALLED IN MMTC LIMITED, NEW DELHI."

Tender no. & date	MMTC/CO/COMP/AMC/15-16/1288 dated. 16.04.2015
Earnest Money	Rs. 25,000/- (Rs. Twenty Five Thousand only) favouring MMTC Limited.
Cost of Tender Document	NIL
Last Date and Time of submission of tender	Up to 15:00 hrs on 12.05.2015 (Tuesday)
Date and Time of Opening of Tender	15:15 hrs. On 12.05.2015 (Tuesday)
Contact Person for Further	Mr. Deepak Bartwal
Communication	Chief Manager (Systems),
	MMTC Limited, Core-I,
	Scope Complex, 7 Institutional Area,
	Lodi Road, New Delhi – 110003.
	Tel No: 011- 24362200/1483
	e-mail: <u>dbartwal@mmtclimited.com</u>

Total No. of pages of the tender documents are 65 (Sixty Five) pages.

# TABLE OF CONTENTS

<u>S. NO.</u>	<b>CHAPTERS</b>	DETAILS	PAGE NO.
1.	SECTION - I	Background, bid process, eligibility criterion etc.	3-5
2.	SECTION - II	Scope of work	6-7
3.	SECTION – III	Instruction, General and Special terms & conditions to bidders	8-22
4.	Form A1	Technical Bid – Bid Particulars	23
5.	Form A2	Technical Bid – Bidder's Experience	24
6.	Form A3	Technical Bid – Compliance Statement for Eligibility Criterion	25
7.	Form A4	Technical Bid – Technical - Terms and conditions as agreed	26
8.	Form A5	Technical Bid – Statement of Deviation	27
9.	SECTION – IV	Commercials for AMC of Computers and Peripherals	28-52
10.	ANNEXURE I	Performance Bank Guarantee	53-54
11.	ANNEXURE II	Non- Disclosure Agreement	55-65

#### **SECTION I**

#### 1.0 BACKGROUND

MMTC was established in 1963, and is today India's leading international trading company, with a turnover of over US\$ 12 billion. 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.

#### 2.0 <u>OBJECTIVE:</u>

MMTC intends to have comprehensive Annual Maintenance of Computers, laptops, printers, UPS and other peripherals installed in MMTC Limited, Core-I, SCOPE Complex, Lodhi Road, New Delhi, site office at MMTC colony, (Near IIT Delhi) and its senior management (CMD/Directors & Exec-Directors) residence.

#### 3.0 PRESENT IT SETUP

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 subregional offices across India. Existing WAN and LAN arrangement at Corporate Office and the Server Farm constitutes of various brand Xeon based dual, quad, 8 way servers with RAID features, routers, switches and firewall etc.

#### 4.0 ELIGIBILITY CRITERIA

4.1 The Bidder company/firm/service provider should be registered in India.

4.2 The Bidder company/firm/service provider should have more than 5 years of experience in computer hardware & software maintenance field.

4.3 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 annual accounts for the last three years should be enclosed.)

4.4 The Bidder company/firm should have an annual financial turnover of at least Rs. 1,50,00,000 (Rupees One Crore Fifty Lakh) during the last 3 (Three) years.

4.5 The Bidder company/firm/service provider must have executed satisfactorily, a minimum of Three (3) AMCs of more than 200 computers in LAN environment for Ministries/Departments of Government of India/PSUs/Banks with at least one (1) ongoing contract with such departments. (Sanction letters of the contracts may be attached). Satisfactory performance certificate from these organizations along with copies of the sanction letter may be attached.

4.6 The Bidder company/firm/service provider must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).

4.7 The Bidder company/firm/service provider should have its own office(s) at New Delhi for the systems service support.

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

#### 5.0 **DISCLAIMER**

5.1 The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this RFP document.

5.2 This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

5.3 MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

6.0 MMTC reserves the right to accept or reject any quotation, and to annul the quoting 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 or Company/Firms on the grounds for the Purchaser's action.

### SECTION II

#### SCOPE OF WORK

#### 1.0 Scope and Services

The Bidder company/firm/service provider should agree to maintain systems and peripherals as listed in Section-IV 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

#### 1.1 Resident Engineer

a. The Service Provider shall provide **Three (3) Resident Engineers** for maintenance/service from 9:15 A.M. to 5:45 P.M Monday to Friday, except holidays in MMTC, to keep the equipments in good working order. On holidays service provider has to depute resident engineers as per our requirement. The repair work 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.

b. One (1) of the resident engineers should be exclusively expert for repair & maintenance of printer/scanner/multi-functional printer/line printer etc.

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

- 1.2 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.
- 1.3 <u>Scheduled Preventive Maintenance (PM)</u> once in six Months for all systems, printers etc 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.
- 1.4 <u>Unscheduled, on call corrective and remedial maintenance service</u> to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be a new part or

equivalent in performance to new part. Whether defective item/components are to be replaced or repaired shall be at the sole discretion of Service Provider.

- 1.5 Operating System (OS) Support: This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, System configuration and network configuration will be attended & rectified by Service Provider. Service Provider would provide all required device drivers. For OS up gradation MMTC will provide a set of OS upgrade software.
- 1.6 <u>Anti Virus Software Support:</u> This contract includes the Anti-virus software support on the systems covered under this contract. Any problem related with System Virus will be attended and rectified by the service provider engineer. Service Provider will update the anti virus software as and when required and also during preventive maintenance of the systems of the anti-virus software provided by MMTC.
- 1.7 Installation of client software(s) and other application tools as desired by MMTC at client systems.
- 1.8 Online support to users in systems, application and printer configuration.
- 1.9 Update of the software/drivers required for the networking components during the contract period.
- 1.10 Half-yearly cleaning of hardware using standard isopropyl alcohol.
- 1.11 AMC Provider will replace/repair damaged/broken mouse and Keyboards at no extra cost.
- 1.12 Resident Engineers will have to book Call to suppliers/ vendors for the systems/printers under warranty and co-ordinate with them.

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#### SECTION III

#### INSTRUCTIONS, GENERAL AND SPECIAL TERMS & CONDITIONS TO BIDDERS

#### 1.0 <u>Definitions:</u>

- (a) "The Purchaser" means MMTC Limited
- (b) "The Bidder" means the individual or firm or Service provider who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm supplying the services under the contract.
- (d) "The Services" means all the services and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (f) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

#### 2.0 <u>General</u>

- 2.1 The Tender shall be submitted in two parts in two separate envelopes:
  - (i) Technical Bid

#### (ii) Commercial Bid

2.2 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 <u>The Bid Documents</u>

4.1 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender (Section I)
- (b) Scope of Work (Section-II)
- (c) Instructions, General conditions & Special Conditions to the Bidders (Section III)
- (d) Technical Bid Bid Particulars (Form A1)
- (e) Technical Bid Bidder's Experience (Form A2)
- (f) Technical Bid Technical Compliance Statement for Eligibility Criterion (Form A3)
- (g) Technical Bid Technical Terms and conditions as agreed. (Form A4)
- (h) Technical Bid Statement of Deviation (Form A5)
- (i) Financial Bid Commercials for AMC of Computers and Peripherals (Section IV)
- (j) Performance Guarantee Performa (Annexure-I)
- (k) Non-Disclosure Agreement Performa (Annexure-II)

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 <u>Responding to Bid</u>

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 Computers 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 Computers and Peripherals installed in MMTC Limited, New Delhi".

5.3 Envelope containing envelops for Technical and Commercial Bid shall be superscripted with the words "TECHNICAL and COMMERCIAL BID for Comprehensive Annual Maintenance of Computers 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, telegraphic 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 <u>submit EMD with Technical</u> <u>Bid</u>. 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 Bidder shall respond to Sections IV.

5.5.2 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.

5.6 The Technical bid will be opened in the presence of the <u>authorized</u> representative of the bidder at 1515 Hrs on 12<sup>th</sup> May 2015 (Tuesday). The person intend to attend the opening should bring authorization letter for the same from the company.

#### 6.0 <u>Clarification of Bid Documents</u>

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  $30^{\text{th}}$  April 2015.

#### 7.0 <u>Amendments of Bid Documents</u>

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 <u>www.mmtclimited.gov.in</u> and <u>www.eprocure.gov.in</u> and these amendments will be binding on bidders.

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

#### 8.0 <u>BID PRICES</u>

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 purchaser.

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 the purchaser 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.

8.5 No increase, decrease, discount, reduction or any other change 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 Purchaser'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 (Section III to VII) and Commercial & General Conditions (Section II and VIII to X) shall not be considered.

#### 10.0 <u>Bid Security:</u>

10.1 The bidder shall furnish, as part of his bid, an EMD for an amount of **Rs. 25,000 (Rupees Twenty Five Thousand only)**.

10.2 The EMD is required to protect the Purchaser 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 PURCHASER 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 Purchaser, pursuant to clause 8.0.

10.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the advance purchase 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** <u>Period of validity of bids:</u>

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 unamended 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 Purchaser at the following address:

Mr. Deepak Bartwal Chief Manager (Systems) MMTC Limited Computer Division 7, Institutional Area, Core-I, "SCOPE" Complex, Lodhi Road, New Delhi – 110 003

#### 13.0 <u>Submission of bids:</u>

- 13.1 Bids must be received by the Purchaser at the address specified under para 12.3 not later than 15:00 hrs on 12<sup>th</sup> May 2015 (Tuesday).
- 13.2 The purchaser 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 the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 13.3 Bid submitted by FAX/TELEX will not be accepted. Postal delay in submission will not be condoned.

#### 14.0 Late bids:

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

#### 15.0 <u>Clarification of Bid:</u>

15.1 To assist in the examination, evaluation and comparisons of bids, the purchaser 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 <u>Contacting the purchaser:</u>

16.1 Subject to Clause 15, no bidder shall try to influence the Purchaser 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 the Purchaser in the Purchaser's bid evaluation; bid comparison or contract award decisions shall result in the rejection of the bid.

#### 17.0 <u>Award of contract:</u>

17.1 The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been validated by the Purchaser.

#### 18.0 Acceptance of Bid:

18.1 The Purchaser 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 the Purchaser's action.

18.2 A Technical Committee may be constituted to scrutinize/finalize the Contract. The Committee reserves the right to reject any or all the tenders without assigning any reason thereof.

#### **19.0** Issue of Letter of Intent/ Advance Purchase Order:

19.1 The issue of a Letter of Intent/ Advance Purchase Order shall constitute the intention of the Purchaser 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 Purchase Order, give his acceptance along with performance guarantee in conformity with (Annexure-I) provided with the bid documents.

#### 20.0 <u>Signing of Contract:</u>

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

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

#### 21.0 <u>Annulment of award:</u>

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 the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

#### 22.0 Signing of the Non-Disclosure Agreement (NDA).

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

#### 23.0 Inspection of Site:

23.1 The Purchaser shall have the right to inspect the infrastructure of the Bidder pursuant to Form A-1.

#### 24.0 <u>Prices:</u>

- 24.1 (a) Prices charged by the Supplier for services performed under the contract shall not be higher from the prices quoted by the Supplier in his Bid.
  - (b) In the case of revision of Statutory Levies/Taxes during the finalization period of the tender the Purchaser reserves the right to ask for reduction in the prices.
- 24.2 (a) Price once fixed will remain valid for the period of delivery. Increase and decrease of taxes and other statutory duties will not affect the price during this period.
  - (b) In case of delayed supplies after delivery period and advantage of reduction of tax would be passed on to the purchaser and no benefit of increase in price will be permitted to the supplier if there is any increase in tax.

#### 25.0 Changes in Purchase Orders:

25.1 The purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following.

- i. The place of delivery; or
- ii. The services to be provided by the Supplier.

#### 26.0 <u>Termination for Default:</u>

26.1 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.

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

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

#### 27.0 <u>Set Off</u>

27.1 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 person or persons contracting through purchaser.

#### 28.0 <u>Performance Guarantee</u>:

28.1 The successful bidder is required to submit a Performance Guarantee (Annexure-I)) as per Purchaser's prescribed Performa on an appropriate value of stamp paper within a period of 5 days from the date of written notification of award to be made to the Bidder, calculated at the rate of ten percent (10%) on the contracted value. This will be issued by a nationalized bank in India, valid until the termination of the warranty period. No contract shall be executed prior to submission of the required Performance Guarantee. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder. Such Performance Guarantee shall be valid until such date as the delivery of the services has been completely affected and the warranty period has expired. The bidder, who has caused and delivered the Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.

28.2 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.

#### 29.0 <u>Contract Period</u>

29.1 For the equipments under maintenance the AMC will be valid for the period 01-06-2015 to 31-05-2016.

29.2 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.

#### **30.0** Terms of Payment

#### **30.1** No advance payment in any case would be made.

30.2 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.

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

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

30.5 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.

30.6 The number of equipments for AMC is liable to vary from time to time and payment may be made on prorate 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.

30.7 MMTC Limited will make payment through e-payment mode only. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode. The payment would be made after deducting necessary taxes applicable, if any The above payment terms would be strictly followed. Bidders are requested not to indicate their own payment terms.

#### 31.0 <u>Indemnity:</u>

31.1 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.

#### 32.0 Liquidated Damages:

32.1 The timely delivery of the material is essence of the contract. In the event of supplier's failure to deliver the material 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.

#### **33.0** Force Majeure:

33.1 The Force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc.

33.2 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.

#### 34.0 <u>Arbitration:</u>

34.1 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.

34.2 The venue of arbitration shall be New Delhi.

#### 35.0 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.

#### **Other Special Terms and Conditions**

- **36.0** System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, print heads, computer stationery &CDs. Service Provider will repair the faulty power adapter, power cable & printer interface cable. Engineer will install print heads for Dot Matrix Printers, however print heads will be provided by MMTC. Laser/Inkjet Printer maintenance charges include all parts except Toner/Ink etc.
- **37.0** 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.
- **38.0** 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.
- **39.0** The equipment will be handed over back to MMTC after the AMC period in good working condition.
- **40.0** 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.

#### 41.0 <u>Call Registrations and Completion</u>

41.1 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 location.

41.2 Details of the maintenance calls will be entered in the MMTC's Call Registration software. Submission of daily report of the maintenance/complaint calls is mandatory & is to be signed by the nodal service engineer deputed by service provider.

#### 42.0 Care of the equipment

MMTC shall help to maintain the normal environment and other site conditions for its equipment's.

#### 43.0 <u>Movement of equipments</u>

43.1 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. 43.2 During the period of such movement all charges actually borne towards freight/transportation shall not be made to Service Provider by MMTC.

#### 44.0 <u>Uptime Guarantee</u>

44.1 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

44.2 In case of major break down or occurrence of any major obstacle in functioning of the scheduled equipment, the Service Provider shall ensure that the same is repaired within 24 hours. In case of failure to repair the same within stipulated time the Service Provider shall provide an equivalent stand by equipment, without any additional charges.

44.3 The SERVICE PROVIDER shall keep two (2) standby working condition desktops & one (1) standby printer at MMTC location.

#### 45.0 Liability

45.1 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.

#### 46.0 Easy Access and Co-operation

46.1 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.

#### 47.0 <u>Resident Engineers Qualification, experience & responsibility:</u>

- 47.1 The Service Provider shall provide **Three (3) Resident Engineers** for maintenance/service from 9.15 A.M. to 5.45 P.M Monday to Friday, except public holiday, to keep the equipment in good working order. The Resident Engineers would be on the rolls of the Service Provider. One of the resident engineers should be exclusively expert for repair & maintenance of printer/scanner/multi-functional printer/line printer etc.
- 47.2 The Resident Engineers deployed at MMTC should at least be Graduate with Diploma/Certificate in Hardware, Software & Networking. Should have minimum 4 (four) years experience in similar maintenance work. Resume with the certified copies of their testimonials are to be submitted to MMTC before deployment of the resident engineer.

- 47.3 Resident Engineer should have sufficient and requisite knowledge of maintenance and trouble shooting in Windows/LAN environment and should be capable to diagnose and provide quick solutions.
- 47.4 The Resident Service Engineers provided by the firm shall not be changed frequently. Only two changes in respect of each resident engineer will be permitted during the year. For any subsequent change a penalty of Rs.5,000/- would be charged. However, if found incompetent by MMTC, the resident service engineer shall be changed by the firm.
- 47.5 The Resident engineer deployed shall be responsible for preventive and corrective maintenance of all PCs, peripherals and accessories mentioned under schedule of quantities.
- 47.6 The Resident Engineers will be responsible for maintaining the Complaint Register.
- 47.7 The Service resident engineer shall not attend any maintenance/repair work other than the work defined within the scope of the contract. The Service Provider would be fully responsible for any loss, damage or liabilities occurring on account of attending such assignments.
- 47.8 The Service Resident Engineer shall sign the attendance register (In & out) maintained with the Sr. Manager (Incharge) on each day of duty.
- 47.9 The engineer would be equipped with mobile phones to ensure their availability.
- 47.10 The Service Resident Engineer shall wear service provider Identity cards during period of duty at MMTC.

**48.0** Engineers can be replaced either on the request of this office or due to unavoidable reasons like resignation, long leave, etc. in the middle of the contract period and in that case suitable replacement acceptable to this office must be provided as approved immediately.

**49.0** In case any engineer or the attendant wants to avail leave of short duration, he must inform in advance to this office and the Contractor. Engineer or attendant can only be relieved for that period after getting suitable replacement from the Contractor.

**50.0** The Service Provider shall not depute any engineer below the age of 18 years to this office.

**51.0** The Service Provider shall also provide MMTC the resume of the resident engineer. MMTC reserves it right for acceptance of the resident engineer to be deployed for maintenance work

<u>Supporting document(s) to be enclosed for above duly signed and</u> stamped by the Service provider.

\*\*\*\*\*\*

# **Technical Bid**

# FORM A-1

# **BIDDER'S PARTICULARS**

1.	Name of the Company/Firm/Sole Proprietorship			
2.	Registered office Address			
3.	Office for correspondence:			
5.	Contact person's name			
	Designation			
	Address			
	Telephone No/s, Mobile No.			
	Fax No/s			
	E-mail ID			
4.	Financial (for last 3 years) :	2014-15	2013-14	2012-13
	Turnover (Rs. In lakhs)			
	Profit after Tax ( ,, )			
			1	1

# **Technical Bid**

#### FORM A-2

# **BIDDER'S EXPERIENCE**

1	Name & Address of the Client
2	Type of Client (Government/Semi-Government etc.) Place (s) of Service (List of places/Venues where Service was provided)
3	Period of Project
4	Total Number of Manpower deployed
5	Approximate value of Service (in Indian Rs.)
6	Details of Hardware & number under AMC,
7	Specify Whether any termination of contract or litigation or arbitration was involved
8	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.

# <u>Technical Bid</u> <u>FORM A-3</u> <u>Compliance Statement for Eligibility Criterion</u>

S.No.	Description	<b>Compliance</b>		Documents
		<u>(Y/N)</u>		<u>attached, if any</u>
1	The bidder company/firm should be registered			Please indicate bid
	in India.			page no. where
				document is
				attached
2	The bidder company/firm should have more			
	than 5 years of experience in computer			- do-
	hardware & software maintenance field.			
3	The Bidder company/firm should be financially			- do-
	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).			
4	The Bidder company/firm should have an			- do-
	annual financial turnover of at least Rs.			
	1,50,00,000 (Rupees One Crore Fifty Lakh)			
	during the last 3 (Three) years.			
5	The Bidder company/firm/service provider		Please write	- do-
	must have executed satisfactorily, a minimum		the name of	
	of Three (3) AMCs of more than 200 computers		organization.	
	in LAN environment for		1.	
	Ministries/Departments of Government of		2.	
	India/PSUs/Banks with at least one (1) ongoing		3. & so on.	
	contract with such departments. <b>Performance</b>			
	certificate from these organizations along with copies of the constion latter may be			
	with copies of the sanction letter may be attached.			
6	The bidder must have a Service Tax			- do-
0	Registration Number and PAN Number.			- 40-
	(Enclose attested copy of the relevant			
	document).			
7	The Service Provider should have its own			- do-
,	office(s) at New Delhi for the systems service			uo
	support.			
8	EMD amount of Rs. 25,000/- (Rupees Twenty			- do-
	Five Thousand only) attached. Please specify			40
	details of instrument.			
			1	

# **Technical Bid**

#### FORM A-4

#### 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:

### **Technical Bid**

#### FORM A-5

#### STATEMENT OF DEVIATION (s) FROM TENDER TERMS & CONDITIONS

Dear Sirs,

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

Signature of the Vendor
Name
Place
Date
Company Seal

# $\underline{SECTION-IV}$

# (Financial Bid)

# **Commercials for AMC of Computers and Peripherals**

A	<mark>Desktops</mark>				
Sl.No	Description of the Desktops	Item Sl.No	AMC FROM	AMC TO	Rate In (RS.) Inclusive of all taxes Item Wise
1	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727113E	01.06.2015	31.05.2016	
2	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727223E	01.06.2015	31.05.2016	
3	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727103E	01.06.2015	31.05.2016	
4	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727183E	01.06.2015	31.05.2016	
5	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727193E	01.06.2015	31.05.2016	
6	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727133E	01.06.2015	31.05.2016	
7	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727153E	01.06.2015	31.05.2016	
8	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727163E	01.06.2015	31.05.2016	
9	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727143E	01.06.2015	31.05.2016	
10	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727123E	01.06.2015	31.05.2016	
11	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727173E	01.06.2015	31.05.2016	
12	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727213E	01.06.2015	31.05.2016	
13	ACER E8400 INTEL CORE 2 DUO	AWF39GT184B2727203E	01.06.2015	31.05.2016	
14	Acer(5) Veriton M 200 G43s Intel Core2 Duo E8400	AWF39GT184B1924353E	01.06.2015	31.05.2016	
15	Acer(5) Veriton M 200 G43s Intel Core2 Duo E8400	AWF39GT184B1924373E	01.06.2015	31.05.2016	
16	Acer(5) Veriton M 200 G43s Intel Core2 Duo E8400	AWF39GT184B1924383E	01.06.2015	31.05.2016	
17	Acer(5) Veriton M 200 G43s Intel Core2 Duo E8400	AWF39GT184B1924363E	01.06.2015	31.05.2016	
18	Acer(5) Veriton M 200 G43s Intel Core2 Duo E8400	AWF39GT184B1924393E	01.06.2015	31.05.2016	

19	Compaq EVO	P302KN8Z0066	01.06.2015	31.05.2016
20	Compaq EVO	P302KN8Z0049	01.06.2015	31.05.2016
21	Compaq EVO	P302KN8Z0077	01.06.2015	31.05.2016
22	Compaq EVO	P302KN8Z0072	01.06.2015	31.05.2016
23	Compaq EVO	P302KN8Z0057	01.06.2015	31.05.2016
24	Compaq EVO	P302KN8Z0033	01.06.2015	31.05.2016
25	Compaq EVO	P302KN8Z0078	01.06.2015	31.05.2016
26	Compaq EVO	P302KN8Z0060	01.06.2015	31.05.2016
27	Compaq EVO	P302KN8Z0073	01.06.2015	31.05.2016
28	Compaq EVO	P302KN8Z0030	01.06.2015	31.05.2016
29	Compaq EVO	P302KN8Z0055	01.06.2015	31.05.2016
30	Compaq EVO	P302KN8Z0071	01.06.2015	31.05.2016
31	Compaq EVO	P302KN8Z0032	01.06.2015	31.05.2016
32	Compaq EVO	P302KN8Z0043	01.06.2015	31.05.2016
33	Compaq EVO	P302KN8Z0076	01.06.2015	31.05.2016
34	Compaq EVO	P3028SZ0063	01.06.2015	31.05.2016
35	Compaq EVO	P302KN8Z0047	01.06.2015	31.05.2016
36	Compaq EVO	P302KN8Z0046	01.06.2015	31.05.2016
37	Compaq EVO	P302KN8Z0053	01.06.2015	31.05.2016
38	Compaq EVO	P302KN8Z0034	01.06.2015	31.05.2016
39	Compaq EVO	P302KN8Z0054	01.06.2015	31.05.2016
40	Compaq EVO	P302KN8Z0039	01.06.2015	31.05.2016
41	Compaq EVO	P302KN8Z0074	01.06.2015	31.05.2016
42	Compaq EVO	P302KN8Z0035	01.06.2015	31.05.2016
43	Compaq EVO	P302KN8Z0036	01.06.2015	31.05.2016
44	Compaq EVO	P302KN8Z0067	01.06.2015	31.05.2016
45	Compaq EVO	P302KN8Z0037	01.06.2015	31.05.2016
46	Compaq EVO	P302KN8Z0056	01.06.2015	31.05.2016
47	Compaq EVO	P302KN8Z0075	01.06.2015	31.05.2016
48	Compaq EVO	P302KN8Z0068	01.06.2015	31.05.2016
49	Compaq EVO	P302KN8Z0031	01.06.2015	31.05.2016
50	Compaq EVO	P302KN8Z0041	01.06.2015	31.05.2016
51	Compaq EVO	P302KN8Z0050	01.06.2015	31.05.2016
52	Compaq EVO	P302KN8Z0029	01.06.2015	31.05.2016
53	Compaq EVO	P302KN8Z0052	01.06.2015	31.05.2016
54	Compaq EVO	P302KN8Z0042	01.06.2015	31.05.2016

55	Compaq EVO	P302KN8Z0065	01.06.2015	31.05.2016
56	Compaq EVO	P302KN8Z0040	01.06.2015	31.05.2016
57	Compaq EVO	P302KN8Z0038	01.06.2015	31.05.2016
58	Compaq EVO	P302KN8Z0069	01.06.2015	31.05.2016
59	Compaq EVO	P302KN8Z0064	01.06.2015	31.05.2016
60	Compaq EVO	P302KN8Z0062	01.06.2015	31.05.2016
61	HCL Celron D	6063A1184063	01.06.2015	31.05.2016
62	HCL Celron D	6063A1184065	01.06.2015	31.05.2016
63	HCL Celron D	3063A1091100	01.06.2015	31.05.2016
64	HCL Celron D	3063A1091099	01.06.2015	31.05.2016
65	HCL Celron D	3063A1091103	01.06.2015	31.05.2016
66	HCL Celron D	3063A1091102	01.06.2015	31.05.2016
67	HCL Celron D	3063A1091098	01.06.2015	31.05.2016
68	HCL Celron D	3063A1091105	01.06.2015	31.05.2016
69	HCL Celron D	3063A101101	01.06.2015	31.05.2016
70	HCL Celron D	3063A1091104	01.06.2015	31.05.2016
71	HCL Celron D	3063A1091097	01.06.2015	31.05.2016
72	HCL Celron D	1063A1019761	01.06.2015	31.05.2016
73	HCL Celron D	1063A1019749	01.06.2015	31.05.2016
74	HCL Celron D	6063A1184062	01.06.2015	31.05.2016
75	HCL Celron D	6063A1184061	01.06.2015	31.05.2016
76	HCL Celron D	1063A1019751	01.06.2015	31.05.2016
77		1063A1019759		
78	HCL Celron D HCL Celron D	6063A1184064	01.06.2015	31.05.2016 31.05.2016
78	HCL Celron D	3063A10191106	01.06.2013	31.05.2016
80	HCL Celron D	1063A1019755	01.06.2015	31.05.2016
81	HCL Celron D	1063A1019747	01.06.2015	31.05.2016
82	HCL Celron D	1063A1019752	01.06.2015	31.05.2016
83	HCL Celron D	6063A1184058	01.06.2015	31.05.2016
84	HCL Celron D	1063A1019754	01.06.2015	31.05.2016
85	HCL Celron D	1063A1019748	01.06.2015	31.05.2016
86	HCL Celron D	1063A1019756	01.06.2015	31.05.2016
87	HCL Celron D	1063A1019753	01.06.2015	31.05.2016
88	HCL Celron D	1063A1019750	01.06.2015	31.05.2016
89	HCL Celron D	1063A1019760	01.06.2015	31.05.2016

90	HCL Celron D	6063A1184060	01.06.2015	31.05.2016	
91	HCL Celron D	1063a1019758	01.06.2015	31.05.2016	
92	HCL Celron D	6063A1184059	01.06.2015	31.05.2016	
93	HCL Celron D	1063A1019757	01.06.2015	31.05.2016	
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94	HCL INFINITI PRO E8400	2111AA667590	01.06.2015	31.05.2016	
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96	HCL INFINITI PRO E8400	2111AA667589	01.06.2015	31.05.2016	
97	HCL INFINITI PRO E8400	2111AA667592	01.06.2015	31.05.2016	
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99	HCL INFINITI PRO E8400	2111AA667593	01.06.2015	31.05.2016	
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103	HCL INFINITI PRO SL 1280	9093A1086018	01.06.2015	31.05.2016	
104	HCL INFINITI PRO SL 1280	9093A1086020	01.06.2015	31.05.2016	
105	HCL INFINITI PRO SL 1280	9093A1086017	01.06.2015	31.05.2016	
106	HCL INFINITI PRO SL 1280	9093A1086026	01.06.2015	31.05.2016	
107	HCL INFINITI PRO SL 1280	9093A1086022	01.06.2015	31.05.2016	
108	HCL INFINITI PRO SL 1280	9093A1086023	01.06.2015	31.05.2016	
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111	HCL INFINITI PRO SL 1280	9093A1086024	01.06.2015	31.05.2016	
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113	HCL INFINITI PRO SL 1280	8093A1039369	01.06.2015	31.05.2016	
114	HCL INFINITI PRO SL 1280	7093A1012045	01.06.2015	31.05.2016	
115	HCL INFINITI PRO SL 1280	6093A1469619	01.06.2015	31.05.2016	
116	HCL INFINITI PRO SL 1280	6093A1469620	01.06.2015	31.05.2016	
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118	HCL INFINITI PRO SL 1280	3096A4148858	01.06.2015	31.05.2016	
119	HCL INFINITI PRO SL 1280	3096A4148856	01.06.2015	31.05.2016	
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122	HCL INFINITI PRO SL 1280	4103AA398613	01.06.2015	31.05.2016	
123	HCL INFINITI PRO SL 1280	3103AA331141	01.06.2015	31.05.2016	
124	HCL INFINITI PRO SL 1280	3103AA331142	01.06.2015	31.05.2016	
125	HCL INFINITI PRO SL 1280	3103AA331143	01.06.2015	31.05.2016	
126	HCL INFINITI PRO SL 1280	3103AA331140	01.06.2015	31.05.2016	
127	HCL INFINITI PRO SL 1280	3103AA331144	01.06.2015	31.05.2016	
128	HCL INFINITI PRO SL 1280	3103AA331145	01.06.2015	31.05.2016	
129	HCL INFINITI PRO SL 1280 E7500	7101AA007306	01.06.2015	31.05.2016	
130	HCL INFINITI PRO SL 1280 E7500	7101AA009278	01.06.2015	31.05.2016	
131	HCL INFINITI PRO SL 1280 E7500	7101AA009272	01.06.2015	31.05.2016	
132	HCL INFINITI PRO SL 1280 E7500	7101AA007307	01.06.2015	31.05.2016	
133	HCL INFINITI PRO SL 1280 E7500	7101AA009273	01.06.2015	31.05.2016	
134	HCL INFINITI PRO SL 1280 E7500	7101AA007309	01.06.2015	31.05.2016	
135	HCL INFINITI PRO SL 1280 E7500	7101AA009280	01.06.2015	31.05.2016	
136	HCL INFINITI PRO SL 1280 E7500	7101AA009276	01.06.2015	31.05.2016	
137	HCL INFINITI PRO SL 1280 E7500	7101AA007310	01.06.2015	31.05.2016	
138	HCL INFINITI PRO SL 1280 E7500	7101AA007308	01.06.2015	31.05.2016	
139	HCL INFINITI PRO SL 1280 E7500	7101AA009281	01.06.2015	31.05.2016	
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143	HCL INFINITI PRO SL 1280 E7500	7101AA009277	01.06.2015	31.05.2016	
144	HCL INFINITI PRO SL 1280 E7500	7101AA009271	01.06.2015	31.05.2016	

145	HCL INFINITI PRO SL 1330 E 8400	B101AA393792	01.06.2015	31.05.2016
146	HCL INFINITI PRO SL 1330 E 8400	B101AA393794	01.06.2015	31.05.2016
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149	HCL INFINITI PRO SL 1330 E 8400	B101AA393789	01.06.2015	31.05.2016
150	HCL INFINITI PRO SL 1330 E 8400	B101AA393788	01.06.2015	31.05.2016
151	HCL INFINITI PRO SL 1330 E 8400	B101AA393791	01.06.2015	31.05.2016
152	HP 2060 MT	INI 70307QL	01.06.2015	31.05.2016
153	HP 2060 MT	INI 70307QF	01.06.2015	31.05.2016
154	HP 2060 MT	INI 7037QJ	01.06.2015	31.05.2016
155	HP 2060 MT	INI70307QB	01.06.2015	31.05.2016
156	HP 2060 MT	INI 70307QH	01.06.2015	31.05.2016
157	HP 2060 MT	INI 70307QK	01.06.2015	31.05.2016
157	HP 2060 MT	INI70307QD	01.06.2015	31.05.2016
159	HP 2060 MT	INI70307QG	01.06.2015	31.05.2016
160	HP 2060 MT	INI70307QM	01.06.2015	31.05.2016
161				
101	HP 2060 MT	INI 70307QC	01.06.2015	31.05.2016
162	HP DX 2280 MT	INA816052T	01.06.2015	31.05.2016
163	HP DX 2280 MT	INA8150DMP	01.06.2015	31.05.2016
164	HP DX 2280 MT	INA8150DMF	01.06.2015	31.05.2016
165	HP DX 2280 MT	INA81604LH	01.06.2015	31.05.2016
166	HP DX 2280 MT	INA8260034	01.06.2015	31.05.2016
167	HP DX 2280 MT	SGH74302QQ	01.06.2015	31.05.2016
168	HP DX 2280 MT	SGH74302QL	01.06.2015	31.05.2016
169	HP DX 2280 MT	SGH74302RN	01.06.2015	31.05.2016
170	HP DX 2280 MT	SGH74302QY	01.06.2015	31.05.2016
171	HP DX 2280 MT	SGH74302RB	01.06.2015	31.05.2016
172	HP DX 2280 MT	SGH74302QG	01.06.2015	31.05.2016
173	HP DX 2280 MT	SGH74302RO	01.06.2015	31.05.2016
174	HP DX 2280 MT	SSGH7400PGL	01.06.2015	31.05.2016
175	HP DX 2280 MT	INI72309KY	01.06.2015	31.05.2016
176	HP DX 2280 MT	SSGH7400PJG	01.06.2015	31.05.2016

177	HP DX 2280 MT	SSGH7400PFQ	01.06.2015	31.05.2016
178	HP DX 2280 MT	SSGH7400PGC	01.06.2015	31.05.2016
179	HP DX 2280 MT	SSGH7400PKB	01.06.2015	31.05.2016
180	HP DX 2280 MT	SGH7400PK9	01.06.2015	31.05.2016
181	HP DX 2280 MT	SSGH7400PH9	01.06.2015	31.05.2016
182	HP DX 2280 MT	SGH7400PJ6	01.06.2015	31.05.2016
183	HP DX 2280 MT	SGH7400PFT	01.06.2015	31.05.2016
184	HP DX 2280 MT	SGH7400PLV	01.06.2015	31.05.2016
185	HP DX 2280 MT	SGH7400PJO	01.06.2015	31.05.2016
186	HP DX 2280 MT	SGH7400PK3	01.06.2015	31.05.2016
187	HP DX 2280 MT	SGH7400PJH	01.06.2015	31.05.2016
188	HP DX 2280 MT	SGH7400PGD	01.06.2015	31.05.2016
189	HP DX 2280 MT	SGH7400PKG - P/N	01.06.2015	31.05.2016
190	HP DX 2280 MT	GR541AV SGH7400PGX	01.06.2015	31.05.2016
191	HP DX 2280 MT	SGH740PHF	01.06.2015	31.05.2016
192	HP DX 2280 MT	SGH7400PHP	01.06.2015	31.05.2016
193	HP DX 2280 MT	SGH7400PL2	01.06.2015	31.05.2016
194	HP DX 2280 MT	SGH7400PG9 - P/N	01.06.2015	31.05.2016
195	HP DX 2280 MT	GR541AV SGH7400PG8	01.06.2015	31.05.2016
196	HP DX 2280 MT	INI72309BB	01.06.2015	31.05.2016
197	HP DX 2280 MT	INI72309L6	01.06.2015	31.05.2016
198	HP DX 2280 MT	INI72309PD	01.06.2015	31.05.2016
199	HP DX 2280 MT	INI72309L3	01.06.2015	31.05.2016
200	HP DX 2280 MT	INI72309LB	01.06.2015	31.05.2016
201	HP DX 2280 MT	INI72309L0	01.06.2015	31.05.2016
202	HP DX 2280 MT	INI72309KT	01.06.2015	31.05.2016
203	HP DX 2280 MT	INI72309L9	01.06.2015	31.05.2016
204	HP DX 2280 MT	INI71702C3	01.06.2015	31.05.2016
205	HP DX 2280 MT	INI713097S	01.06.2015	31.05.2016
206	HP DX 2280 MT	INI72309HZ	01.06.2015	31.05.2016
207	HP DX 2280 MT	SGH7400PKK	01.06.2015	31.05.2016
208	HP DX 2280 MT	SSGH7400PJS	01.06.2015	31.05.2016
209	HP DX 2280 MT	INA81606RH	01.06.2015	31.05.2016
210	HP DX 2280 MT	INA81604L5	01.06.2015	31.05.2016
211	HP DX 2280 MT	INA8150DKS	01.06.2015	31.05.2016
212	HP DX 2280 MT	SGH7400PFR	01.06.2015	31.05.2016

213	HP DX 2480 DESKTOP (ONE)	INA94707PW	01.06.2015	31.05.2016
214	HP DX 7480 E7400	INA91302SR	01.06.2015	31.05.2016
215	IBM Combo	2FBVTNL Type 8175 JRO	01.06.2015	31.05.2016
_				
216	IBM P-IV	2FBVTMM	01.06.2015	31.05.2016
217	IBM P-IV	2FBTMVM-T8175-	01.06.2015	31.05.2016
218	IBM P-IV	L9A1654	01.06.2015	31.05.2016
219	IBM T.Centere	L9A1602 TYPE-8124-KOH	01.06.2015	31.05.2016
220	IBM T.Centere	L9A1504 M/T8124KQM	01.06.2015	31.05.2016
221	IBM T.Centere	L9A1549	01.06.2015	31.05.2016
222	IBM T.Centere	L9A1700	01.06.2015	31.05.2016
223	IBM T.Centere	L9A1573	01.06.2015	31.05.2016
224	IBM T.Centere	2FBVTPB	01.06.2015	31.05.2016
225	IBM T.Centere	2FBVTLM- 8175-RJO	01.06.2015	31.05.2016
226	IBM T.Centere	L9A1844 -8124-KOH	01.06.2015	31.05.2016
227	IBM T.Centere	L9A1517 - 8124-KOH	01.06.2015	31.05.2016
228	IBM T.Centere	2FBVTMZ-8175-RJO	01.06.2015	31.05.2016
229	IBM T.Centere	2FBVTLL-8175-RJO	01.06.2015	31.05.2016
230	IBM T.Centere	2FBVTLR Type 8175RJO	01.06.2015	31.05.2016
231	IBM T.Centere	2FBVTMD-8175-RJO	01.06.2015	31.05.2016
232	IBM T.Centere	L9A1663-8124-KOH	01.06.2015	31.05.2016
232	IBM T.Centere	2FBVTNR Type 8175 RJO	01.06.2015	31.05.2016
233	IBM T.Centere	L9A1678-8124-KOH	01.06.2015	31.05.2016
235	IBM T.Centere	2FZ8246	01.06.2015	31.05.2016
	IBM T.Centere		01.06.2015	31.05.2016
236		2FZ8243		
237	IBM T.Centere	2FZ8290	01.06.2015	31.05.2016
238	IBM T.Centere	2FZ8125 Type 8196 LAD	01.06.2015	31.05.2016
239	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L908252	01.06.2015	31.05.2016
240	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L948279	01.06.2015	31.05.2016
241	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L948211	01.06.2015	31.05.2016
242	LENOVO PC (DUAL CORE + 2 CORE 2	L946715	01.06.2015	31.05.2016

	DUO)			
243	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L946723	01.06.2015	31.05.2016
244	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L946706	01.06.2015	31.05.2016
245	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L946766	01.06.2015	31.05.2016
246	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L944634	01.06.2015	31.05.2016
247	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L946716	01.06.2015	31.05.2016
248	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L908355	01.06.2015	31.05.2016
249	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L946762	01.06.2015	31.05.2016
250	LENOVO PC (DUAL CORE + 2 CORE 2 DUO)	L946709	01.06.2015	31.05.2016
251	PCS CELERON D	OLD 8S16473 NEW- 9S06605	01.06.2015	31.05.2016
252	PCS CELERON D PRODIIGY	8S16471	01.06.2015	31.05.2016
253	PCS CELERON D PRODIIGY	8S16475	01.06.2015	31.05.2016
254	PCS CELRON D PRODIIGY 945 GC	9\$05561	01.06.2015	31.05.2016
255	PCS CELRON D PRODIIGY 945 GC	9803697	01.06.2015	31.05.2016
256	PCS CELRON D PRODIIGY 945 GC	9803696	01.06.2015	31.05.2016
257	PCS CELRON D PRODIIGY 945 GC	9805558	01.06.2015	31.05.2016
258	PCS CELRON D PRODIIGY 945 GC	9\$05560	01.06.2015	31.05.2016
259	PCS CELRON D PRODIIGY 945 GC	9\$05563	01.06.2015	31.05.2016
260	PCS CELRON D PRODIIGY 945 GC	9805562	01.06.2015	31.05.2016
261	PCS CELRON D PRODIIGY 945 GC	9805559	01.06.2015	31.05.2016
262	PCS CELRON D PRODIIGY 945 GC	9\$03699	01.06.2015	31.05.2016
263	PCS CELRON D PRODIIGY 945 GC	9\$03694	01.06.2015	31.05.2016
264	PCS P-IV PC	8500231	01.06.2015	31.05.2016
265	PCS P-IV PC PCS	8\$00232	01.06.2015	31.05.2016
266	PCS Prodiigy 945GC	8S15096	01.06.2015	31.05.2016
267	PCS Prodiigy 945GC	8S15095	01.06.2015	31.05.2016
268	PCS PRODIIGY CELERON	8S16474	01.06.2015	31.05.2016

269	PCS PRODIIGY CELERON	8S16472	01.06.2015	31.05.2016	
270	WIPRO (10) Intel Core 2 Duo E8400	FV000100129	01.06.2015	31.05.2016	
271	WIPRO (10) Intel Core 2 Duo E8400	FV000100134	01.06.2015	31.05.2016	
272	WIPRO (10) Intel Core 2 Duo E8400	FV000100133	01.06.2015	31.05.2016	
273	WIPRO (10) Intel Core 2 Duo E8400	FV000100128	01.06.2015	31.05.2016	
274	WIPRO (10) Intel Core 2 Duo E8400	FV000100131	01.06.2015	31.05.2016	
275	WIPRO (10) Intel Core 2 Duo E8400	FV000100126	01.06.2015	31.05.2016	
276	WIPRO (10) Intel Core 2 Duo E8400	FV000100135	01.06.2015	31.05.2016	
277	WIPRO (10) Intel Core 2 Duo E8400	FV000100127	01.06.2015	31.05.2016	
278	WIPRO (10) Intel Core 2 Duo E8400	FV000100130	01.06.2015	31.05.2016	
279	WIPRO (10) Intel Core 2 Duo E8400	FV000100132	01.06.2015	31.05.2016	
				Total	

#### (A) PRINTERS

	(A)PRINTERS					
Sl.No	Description of the Printers	Printer Sl.No	AMC FROM	AMC TO	Rate In (RS.) Inclusive of all taxes Item Wise	
1	HP LASERJET 3055 MFP	CNCKLD3623	01.06.2015	31.05.2016		
2	HP LASERJET 3055 MFP	CNCKR45894	01.06.2015	31.05.2016		
3	HP LASERJET 3055 MFP	CNCKP37685	01.06.2015	31.05.2016		
4	HP 1160	CNK2D10149	01.06.2015	31.05.2016		
5	HP 1160	CNK2F07939	01.06.2015	31.05.2016		
6	HP 1160	CNK2011458	01.06.2015	31.05.2016		
7	HP 1160	CNK2D11450	01.06.2015	31.05.2016		
8	HP 1160	CNK2D11401- Q5933A	01.06.2015	31.05.2016		
9	HP 1160	CNK2D11453	01.06.2015	31.05.2016		
10	HP 1160	CNK2D10164	01.06.2015	31.05.2016		
11	HP 1320N LASER PRINTER	CNM1P19275 - CNRJ6CH0H7	01.06.2015	31.05.2016		

12	HP 1320N LASER PRINTER	CNRJ6CH0H4-Q5928A- CNM1P19284	01.06.2015	31.05.2016
13	HP 1320N LASER PRINTER	CNRJ6CH0HM- CNM1P22821-CNRJ6H0H4	01.06.2015	31.05.2016
14	HP 1320N LASERJET PRINTER	CNRJ6CHOHL	01.06.2015	31.05.2016
15	HP 3052, Laserjet MFP	CNCKM76159	01.06.2015	31.05.2016
16	HP 4188, Laserjet MFP	MY722H539G	01.06.2015	31.05.2016
17	HP 4188, Laserjet MFP	MY6BAG72TW	01.06.2015	31.05.2016
18	HP 4188, Laserjet MFP	MY6AFG30F9	01.06.2015	31.05.2016
19	HP 720 C	SG7C31V0S4	01.06.2015	31.05.2016
20	HP 720 C	SG9471V0NQ	01.06.2015	31.05.2016
21	HP 810 C	MY02C191D5	01.06.2015	31.05.2016
22	HP 810 C	MY02B192GM	01.06.2015	31.05.2016
23	HP 8250 SCANJET	CN61KTR807-C9930B	01.06.2015	31.05.2016
24	HP 8250 SCANJET	CN61KT095- C9930B	01.06.2015	31.05.2016
25	HP 840 C	MY09E19342	01.06.2015	31.05.2016
26	HP 840 C	MY06N1B2J8	01.06.2015	31.05.2016
27	HP 840 C	MY09U190H4	01.06.2015	31.05.2016
28	HP 840 C	MY09E1934M	01.06.2015	31.05.2016
29	HP 840 C	MY09J1C06K	01.06.2015	31.05.2016
30	HP 840 C	CN11K1M059	01.06.2015	31.05.2016
31	HP 840 C	CN11K1M1MX	01.06.2015	31.05.2016
32	HP 840 C	CN1171B2RY	01.06.2015	31.05.2016
33	HP 840 C	MY06M19260	01.06.2015	31.05.2016
34	HP 840 C	CN11J1M1ZZ	01.06.2015	31.05.2016
35	HP 840 C	CN11K1M05B	01.06.2015	31.05.2016
36	HP 840 C +	MY09T1B1NW	01.06.2015	31.05.2016

37	HP 840 C +	CN11J5MOKR	01.06.2015	31.05.2016
38	HP 840 C +	CN11J1M110	01.06.2015	31.05.2016
39	HP 840 C +	CN0CK1M2HN	01.06.2015	31.05.2016
40	HP 840 C +	CN11JNMOPG	01.06.2015	31.05.2016
41	HP 840 C +	CN11J1M21F	01.06.2015	31.05.2016
42	HP 840 C +	CN11J1M218	01.06.2015	31.05.2016
43	HP 840 C +	CN11K1M2HM	01.06.2015	31.05.2016
44	HP 840 C +	CN11J1MOND	01.06.2015	31.05.2016
45	HP 840 C +	CN11J1M213	01.06.2015	31.05.2016
46	HP 840 C +	CN11K1M03Z	01.06.2015	31.05.2016
47	HP 840 C +	MY098191MT	01.06.2015	31.05.2016
48	HP 840 C +	CN11K1M3GR	01.06.2015	31.05.2016
49	HP 840 C +	CN11J1M1RO	01.06.2015	31.05.2016
50	HP 840 C +	CN11J1M11G	01.06.2015	31.05.2016
51	HP 840 C +	CN11J1M1MW	01.06.2015	31.05.2016
52	HP 840 C +	CN11J1M12D	01.06.2015	31.05.2016
53	HP 840 C +	CN11K1M2HT	01.06.2015	31.05.2016
54	HP 840 C +	CN11J1M1J7	01.06.2015	31.05.2016
55	HP 840 C +	CN11J1M11D	01.06.2015	31.05.2016
56	HP 840 C +	CN11A1MO5F	01.06.2015	31.05.2016
57	HP 840 C +	CN11J1M1ZP	01.06.2015	31.05.2016
58	HP 840 C +	CN11J1MIHT	01.06.2015	31.05.2016
59	HP 840 C +	CN11L1MOOD	01.06.2015	31.05.2016
60	HP 840 C +	CN11K1M1MY	01.06.2015	31.05.2016
61	HP 840 C +	CN11K1MOOF	01.06.2015	31.05.2016
62	HP 840 C +	CN11K1M1NO	01.06.2015	31.05.2016

63	HP 840 C +	CN11K1M04X	01.06.2015	31.05.2016
64	HP 840 C +	CN11J1M21T	01.06.2015	31.05.2016
65	HP 840 C +	CN11J1MO1T	01.06.2015	31.05.2016
66	HP 840 C +	CN11J1M220	01.06.2015	31.05.2016
67	HP 845 C	CN11J1M138	01.06.2015	31.05.2016
68	HP 845 C	SG95L1W1KJ	01.06.2015	31.05.2016
69	HP 845 C	TH22E790N6	01.06.2015	31.05.2016
70	HP 845 C	TH22E720DF	01.06.2015	31.05.2016
71	HP 845 C	TH22E74048	01.06.2015	31.05.2016
72	HP CLJ CM 1312NFI MFP	CNF8B8FS7B	01.06.2015	31.05.2016
73	HP COLOR LASERJET CP 1515N	CNCJ89W02Z	01.06.2015	31.05.2016
74	HP COLOR LASERJET CP 1515N	CNDJ93T07P /CNCJ129054	01.06.2015	31.05.2016
75	HP COLOR LASERJET CP 1515N	CNDJ93T09H	01.06.2015	31.05.2016
76	HP COLOR LASERJET CP 1515N	CNDJ9570CS	01.06.2015	31.05.2016
77	HP COLOR LASERJET CP 1515N	CND9B6NBQK	01.06.2015	31.05.2016
78	HP COLOR LASERJET CP 1515N	CND9B6PB59	01.06.2015	31.05.2016
79	HP COLOR LASERJET CP 1515N	CNDJB3Q052	01.06.2015	31.05.2016
80	HP COLOR LASERJET CP 1515N	CND9B8CN21	01.06.2015	31.05.2016
81	HP COLOR LASERJET CP 1515N	CND9B6NBQN	01.06.2015	31.05.2016
82	HP COLOR LASERJET CP 1515N	CNDXC1MN0D	01.06.2015	31.05.2016
83	HP COLOR LJ CP 1525N	CNCG207467	01.06.2015	31.05.2016
84	HP COLOR LJ CP 1525N	CNCG107681	01.06.2015	31.05.2016
85	HP COLOUR LASER 2600N	CNGJ71908T	01.06.2015	31.05.2016

86	HP COLOUR LASER 2600N	CNGJ7D303T	01.06.2015	31.05.2016
87	HP COLOUR LASER 2600N	CNGJ7D303V	01.06.2015	31.05.2016
88	HP COLOUR LASER 2600N	CNGJ7D3045	01.06.2015	31.05.2016
89	HP COLOUR LASER 2600N	CNGJ7D303Y	01.06.2015	31.05.2016
90	HP COLOUR LASER 2600N	CNJJ7DL0DB	01.06.2015	31.05.2016
91	HP COLOUR LASER 2600N	CNGJ63506H	01.06.2015	31.05.2016
92	HP COLOUR LASER 2600N	CNGJ714021/CNBJ6DW07N	01.06.2015	31.05.2016
93	HP COLOUR LASER 2600N	CNJJ81T047 old m02y	01.06.2015	31.05.2016
94	HP COLOUR LASER 2600N	CNGJ7801S OLD NO- CNGJ78M02W	01.06.2015	31.05.2016
95	HP G4010 Scanner	CN9BNA628Z	01.06.2015	31.05.2016
96	HP LASERJET 1022 N	VNRJ79C123	01.06.2015	31.05.2016
97	HP LASERJET 1522 NF	CNG8B210KG	01.06.2015	31.05.2016
98	HP LASERJET 1522 NF	CNG895POJK	01.06.2015	31.05.2016
99	HP LASERJET 1522 NF	CNG895POCZ	01.06.2015	31.05.2016
100	HP LASERJET 1522 NF	CNG8B7V70P	01.06.2015	31.05.2016
101	HP LASERJET 1522 NF	CNG8B7W525	01.06.2015	31.05.2016
102	HP Laserjet 2055 DN	CNCJ111234	01.06.2015	31.05.2016
103	HP Laserjet 2055 DN	CNCJ017600	01.06.2015	31.05.2016
104	HP Laserjet 2055 DN	CNCJ017345	01.06.2015	31.05.2016
105	HP Laserjet 2055 DN	CNCJ017514	01.06.2015	31.05.2016
106	HP Laserjet 2055 DN	CNCJ402172	01.06.2015	31.05.2016
107	HP Laserjet 2055 DN	CNCK226637	01.06.2015	31.05.2016
108	HP Laserjet 2055 DN	CNCK406585	01.06.2015	31.05.2016
109	HP Laserjet 2055 DN	CNCK305386	01.06.2015	31.05.2016
110	HP Laserjet 2055 DN	VNC3D00205	01.06.2015	31.05.2016
111	HP Laserjet 2055 DN	VNC3H00163	01.06.2015	31.05.2016

112	HP Laserjet 2055 DN	VNC3D00181	01.06.2015	31.05.2016
113	HP Laserjet 2055 DN	VNC3H00161	01.06.2015	31.05.2016
114	HP Laserjet 2055 DN	VNC3T08131	01.06.2015	31.05.2016
115	HP Laserjet 2055 DN	VNC3H04046	01.06.2015	31.05.2016
116	HP LASERJET 3030 MFP	CNBSB15246	01.06.2015	31.05.2016
117	HP LASERJET 3030 MFP	CMNSN15243	01.06.2015	31.05.2016
118	HP LASERJET 3030 MFP	CNBSB15245	01.06.2015	31.05.2016
119	HP LASERJET M1319 MFP	CNJ9B3GB5Q	01.06.2015	31.05.2016
120	HP LASERJET M1319 MFP	CNJ9B3GB9N	01.06.2015	31.05.2016
121	HP LASERJET M1319 MFP	CNJ9B3GB7Z	01.06.2015	31.05.2016
122	HP LASERJET P-1505	VNF3L11515	01.06.2015	31.05.2016
123	HP LASERJET P-1505	VNF3F34892	01.06.2015	31.05.2016
124	HP LASERJET P-1505	VNF3L36055	01.06.2015	31.05.2016
125	HP LASERJET P-1505	VNF3F36321	01.06.2015	31.05.2016
126	HP LASERJET P-1505	VNF3S05550	01.06.2015	31.05.2016
127	HP LASERJET P-1505	VNF3L07094	01.06.2015	31.05.2016
128	HP LASERJET P-1505	VNF3L48183	01.06.2015	31.05.2016
129	HP Laserjet P1606dn	VNC3D15939	01.06.2015	31.05.2016
130	HP Laserjet P1606dn	VNC3P10610	01.06.2015	31.05.2016
131	HP Laserjet P1606dn	VNC3P16917	01.06.2015	31.05.2016
132	HP Laserjet P1606dn	VNC3D15937	01.06.2015	31.05.2016
133	HP Laserjet P1606dn	VNC3Z07499	01.06.2015	31.05.2016
134	HP Laserjet P1606dn	VNC3P17028	01.06.2015	31.05.2016
135	HP Laserjet P1606dn	VNC3Z09009	01.06.2015	31.05.2016
136	HP Laserjet P1606dn	VNC3D29512	01.06.2015	31.05.2016
137	HP Laserjet P1606dn	VNC3P23450	01.06.2015	31.05.2016

138	HP Laserjet P1606dn	VNC3P22014	01.06.2015	31.05.2016
139	HP Laserjet P1606dn	VNC3D29895	01.06.2015	31.05.2016
140	HP Laserjet P1606dn	VNC3P22931	01.06.2015	31.05.2016
141	HP Laserjet P1606dn	VNC3P22252	01.06.2015	31.05.2016
142	HP Laserjet P1606dn	VNC3P22008	01.06.2015	31.05.2016
143	HP Laserjet P1606dn	VNC3D30255	01.06.2015	31.05.2016
144	HP Laserjet P1606dn	Vnf3lo7349/VNF3C12670	01.06.2015	31.05.2016
145	HP Laserjet P1606dn	Vnf3co9285	01.06.2015	31.05.2016
146	HP Laserjet P1606dn	Vnf3lo6916	01.06.2015	31.05.2016
147	HP Laserjet P1606dn	Vnf3c08753	01.06.2015	31.05.2016
148	HP Laserjet P1606dn	VNF3C15598	01.06.2015	31.05.2016
149	HP Laserjet P1606dn	VNF3C15605	01.06.2015	31.05.2016
150	HP Laserjet P1606dn	VNF3C19054	01.06.2015	31.05.2016
151	HP Laserjet P1606dn	VNF3L13409	01.06.2015	31.05.2016
152	HP Laserjet P1606dn	VNF3L13602	01.06.2015	31.05.2016
153	HP LASERJET P2015dn	CNCJM15931	01.06.2015	31.05.2016
154	HP LASERJET P2015dn	CNCJL23151	01.06.2015	31.05.2016
155	HP LASERJET P2015dn	CNCJM46408	01.06.2015	31.05.2016
156	HP LASERJET P2015dn	CNCJL15986	01.06.2015	31.05.2016
157	HP LASERJET P2015dn	CNCJM15954	01.06.2015	31.05.2016
158	HP LASERJET P2015dn	CNCJM11871	01.06.2015	31.05.2016
159	HP LASERJET P2015dn	CNCJM15927	01.06.2015	31.05.2016
160	HP LASERJET P3005DU	CNF1F02716	01.06.2015	31.05.2016
161	HP LASERJET PRO CM1415 FN MFP	CNH8C8D02z	01.06.2015	31.05.2016
162	HP Laserjet Pro M 1136 MFP	CNG7C80LZC	01.06.2015	31.05.2016

163	HP Laserjet Pro M 1136 MFP	CNG7C6TN80	01.06.2015	31.05.2016
164	HP Laserjet Pro M 1136 MFP	CNG7C98LQ8	01.06.2015	31.05.2016
165	HP Laserjet Pro M 1136 MFP	CNJ8F5Z14J	01.06.2015	31.05.2016
166	HP Laserjet Pro M1136 MFP	CNG7D6PLPR	01.06.2015	31.05.2016
167	HP Laserjet Pro M1136 MFP	CNG7CC6KRV	01.06.2015	31.05.2016
168	HP Laserjet Pro M1136 MFP	CNG7D6PLN8	01.06.2015	31.05.2016
169	HP Laserjet Pro M1136 MFP	CNG7D6GK0W	01.06.2015	31.05.2016
170	HP Laserjet Pro M1136 MFP	CNG7CCBJL6	01.06.2015	31.05.2016
171	HP Laserjet Pro M1136 MFP	CNG7CCBJMR	01.06.2015	31.05.2016
172	HP Laserjet Pro M1136 MFP	CNG7CCBJLM	01.06.2015	31.05.2016
173	HP Laserjet Pro M1136 MFP	CNJ8DDJ46X	01.06.2015	31.05.2016
174	HP Laserjet Pro M1136 MFP	CNJ8F9TG6M	01.06.2015	31.05.2016
175	HP Laserjet Pro M1136 MFP	CNJ8FCX6R3	01.06.2015	31.05.2016
176	HP Laserjet Pro M1136 MFP	CNJ8F9TGHK	01.06.2015	31.05.2016
177	HP LJ M1213NF MFP	CNG9C9TCWK	01.06.2015	31.05.2016
178	HP LJ M1213NF MFP	CNG9C9TDII	01.06.2015	31.05.2016
179	HP LJ M1213NF MFP	CNG9C9TCXX	01.06.2015	31.05.2016
180	HP Lj Pro 400 Color M451DN	CNCG201252	01.06.2015	31.05.2016
181	HP Lj Pro 400 Color M451DN	CNCG201249	01.06.2015	31.05.2016
182	HP SCANJET 5590	CN78WTHORP	01.06.2015	31.05.2016
183	HP SCANJET G 3110 SCANNER	CN9AQA5122	01.06.2015	31.05.2016

184	HP SCANJET G 3110 SCANNER	CNO24A510P L2698-64001- REPLACE CN735A66DN	01.06.2015	31.05.2016	
185	HP SCANJET G 3110 SCANNER	CN179AA09C	01.06.2015	31.05.2016	
186	HP SCANJET G 3110 SCANNER	CN179AA0P0	01.06.2015	31.05.2016	
187	HP SCANJET G 3110 SCANNER	CN18ZAAOKI	01.06.2015	31.05.2016	
188	HP SCANJET G 3110 SCANNER	CN18ZAAOVM	01.06.2015	31.05.2016	
189	HP SCANJET G 3110 SCANNER	CN18ZAAOXG	01.06.2015	31.05.2016	
190	HP Scanjet G4010	CN9C8A607G	01.06.2015	31.05.2016	
191	HP Scanjet G4010	CN063A608N	01.06.2015	31.05.2016	
192	SAMSUNG ML 2851 ND	4F67BKESC00115	01.06.2015	31.05.2016	
193	SAMSUNG ML 2851 ND	4F67BKESC00037	01.06.2015	31.05.2016	
194	Samsung ML 3051 ND	3N67BKBQ106082A	01.06.2015	31.05.2016	
195	Samsung ML 3051 ND	3N67BKBQ106071D	01.06.2015	31.05.2016	
196	Samsung ML 3051 ND	3N67BKBQ106104N	01.06.2015	31.05.2016	
197	Samsung ML 3051 ND	3N67BKBQ106212B	01.06.2015	31.05.2016	
198	Samsung ML 3051 ND	3N67BKBQ106265X	01.06.2015	31.05.2016	
199	Samsung ML 3051 ND	3N67BKBQ106081Y	01.06.2015	31.05.2016	
200	Samsung ML 3051 ND	3N67BKBQ106126A	01.06.2015	31.05.2016	
201	SAMSUNG SCX 4521F MFP	8P67BAKQ313103	01.06.2015	31.05.2016	
202	SAMSUNG SCX 4521F MFP	8P67BACQ309600H	01.06.2015	31.05.2016	
203	TVSE DMP MSP455XLC PRINTER	JAK2HD028075	01.06.2015	31.05.2016	
204	WEP PRINTRONICS P7-500 LMP	9G70506852 - 9GAP103287	01.06.2015	31.05.2016	
205	WIPRO 1600	4L-1600-2310	01.06.2015	31.05.2016	
206	Wipro LQ- 1050+DX	LA2B127168	01.06.2015	31.05.2016	

207	Wipro LQ1050DX	LA2C127570	01.06.2015	31.05.2016	
		(A) Printers		Total	

Α	LAPTOP				
SI.No	Description of the Laptop	Item Sl.No	AMC FROM	AMC TO	Rate In (RS.) Inclusive of all taxes ItemWise
1	Sony VAIO SVE15118FNB Laptop	7001218	01.06.2015	31.05.2016	
2	HP 6710B DT7100 EN LAPTOP	CNU7471X20	01.06.2015	31.05.2016	
3	Sony VAIO VGN T27GP LAPTOP	7005864	01.06.2015	31.05.2016	
4	HP-HSTNN- 105C LAPTOP	CNU64019YT	01.06.2015	31.05.2016	
5	LAPTOP SONY VAIO VGN T27GP	S01-7200577-E	01.06.2015	31.05.2016	
6	LAPTOP IBM X 40 SERIES	KVFTP20-2371- E6A	01.06.2015	31.05.2016	
7	SONY VAIO	7004278	01.06.2015	31.05.2016	
8	Apple MC966HN/A 13 Inches	C02GV29RDJWV	01.06.2015	31.05.2016	
9	HP Envy 4-1202 TX Sleek Book	CND3111NGX	01.06.2015	31.05.2016	
10	Apple Mac Book Air MD224HN/A/CI5 -1.7GHz	C02KQ0R5DRV7	01.06.2015	31.05.2016	
11	COMPAQ 6710B LAPTOP DT7100 EN	CNU7520PHJ	01.06.2015	31.05.2016	
12	COMPAQ 6710B LAPTOP DT7100 EN	CNU7520PH9	01.06.2015	31.05.2016	
13	Apple Mac Book Pro Laptop MC375HN/A	W802990DATN- 4S034024HNJX	01.06.2015	31.05.2016	
14	SONY VAIO VGN-Z13GN/B LAPTOP	7000401	01.06.2015	31.05.2016	
15	Toshiba laptop	36201834K	01.06.2015	31.05.2016	
16	HP COMPAQ 6710B LAPTOP	CNU7502WV4	01.06.2015	31.05.2016	

17	Sony VAIO VGN-Z13GN/B LAPTOP	28274880- 7000717	01.06.2015	31.05.2016	
18	LAPTOP Tablet PC HP tc4400 - RV520PA	CND7020JHQ	01.06.2015	31.05.2016	
19	HP-PAVILLION DV2046 LAPTOP os crupt recived	2CE64106VX	01.06.2015	31.05.2016	
20	COMPAQ 6710B DT7100 EN Laptop	CNU7520PGG	01.06.2015	31.05.2016	
21	Sony Notebook FW13GU/H LAPTOP	S01-7000610	01.06.2015	31.05.2016	
22	Sony VAIO SVE15118FNB Laptop	7000204	01.06.2015	31.05.2016	
		(A) <mark>Laptop</mark>		Total	

Α	UPS				
SI.No	Description of the Items	Item Sl.No	AMC FROM	AMC TO	Rate In (RS.) Inclusive of all taxes ItemWise
1	APC UPS (BR 1100C-IN) 1100VA	JB0834000408	01.06.2015	31.05.2016	
2	APC UPS (BR 1100C-IN) 1100VA	JB0831023489	01.06.2015	31.05.2016	
3	APC UPS (BR 1100C-IN) 1100VA	JB0833017228/JB0832000204	01.06.2015	31.05.2016	
4	APC UPS (BR 1100C-IN) 1100VA	JB0834000250	01.06.2015	31.05.2016	
5	APC UPS (BR 1100C-IN) 1100VA	JB0827010960	01.06.2015	31.05.2016	
6	APC UPS (BR 1100C-IN) 1100VA	JB0831023770	01.06.2015	31.05.2016	

7	APC UPS (BR 1100C-IN) 1100VA	JB0834000244	01.06.2015	31.05.2016	
8	APC UPS SMARAT UPS RT- 1000 VA	JS0713010925	01.06.2015	31.05.2016	
9	APC UPS SMARAT UPS RT- 1000 VA	JS0709006428	01.06.2015	31.05.2016	
10	Luminous 600VA UPS	241402323943	01.06.2015	31.05.2016	
11	UPS Microtek 800 VA Dual Power	12lumnu135604	01.06.2015	31.05.2016	
12	UPS 600 VA	BB0251001092	01.06.2015	31.05.2016	
13	UPS 1KVA EMERSON	0936300253MT01LB	01.06.2015	31.05.2016	
		(A) <mark>UPS</mark>		Total	
		Total Of all Items at 'A' above		GRAND TOTAL OF ITEMS AT 'A'	

# (POST WARRANTY ITEMS TO BE INCLUDED IN AMC)

В	DESKTOPS				
Sl.No	Description of the Items	Item SI.No	AMC FROM	AMC TO	Rate In (RS.) Inclusive of all taxes ItemWise
1	DELL Intel Core i5	1QV8WS1	3.10.2015	31.05.2016	
2	DELL Intel Core i5	6FZ3WS1	3.10.2015	31.05.2016	
3	DELL Intel Core i5	6PY4WS1	3.10.2015	31.05.2016	
4	DELL Intel Core i5	GC41WS1	3.10.2015	31.05.2016	
5	DELL Intel Core i5	7PY4WS1	3.10.2015	31.05.2016	
6	DELL Intel Core i5	3FZ3WS1	3.10.2015	31.05.2016	
7	DELL Intel Core i5	4FZ3WS1	3.10.2015	31.05.2016	
8	DELL Intel Core i5	CC41WS1	3.10.2015	31.05.2016	
9	DELL Intel Core i5	BP03WS1	3.10.2015	31.05.2016	
10	DELL Intel Core i5	CP03WS1	3.10.2015	31.05.2016	
11	DELL Intel Core i5	90X6WS1	3.10.2015	31.05.2016	
12	DELL Intel Core i5	7ZX5WS1	3.10.2015	31.05.2016	
13	DELL Intel Core i5	C0X6WS1	3.10.2015	31.05.2016	
14	DELL Intel Core i5	5PY4WS1	3.10.2015	31.05.2016	
15	DELL Intel Core i5	8ZX5WS1	3.10.2015	31.05.2016	
16	DELL Intel Core i5	9P03WS1	3.10.2015	31.05.2016	
17	DELL Intel Core i5	JPV8WS1	3.10.2015	31.05.2016	
18	DELL Intel Core i5	2FZ3WS1	3.10.2015	31.05.2016	

19	DELL Intel Core i5	GPV8WS1	3.10.2015	31.05.2016	
20	DELL Intel Core i5	61X7WS1	3.10.2015	31.05.2016	
21	DELL PC Intel Core i3	B7RT7X1	13.04.2016	31.05.2016	
22	DELL PC Intel Core i3	9LPW7X1	13.04.2016	31.05.2016	
23	DELL PC Intel Core i3	FLPW7X1	13.04.2016	31.05.2016	
24	DELL PC Intel Core i3	67RT7X1	13.04.2016	31.05.2016	
25	DELL PC Intel Core i3	97RT7X1	13.04.2016	31.05.2016	
26	DELL PC Intel Core i3	DLPW7X1	13.04.2016	31.05.2016	
27	DELL PC Intel Core i3	C7RT7X1	13.04.2016	31.05.2016	
28	DELL PC Intel Core i3	87RT7X1	13.04.2016	31.05.2016	
29	DELL PC Intel Core i3	BLPW7X1	13.04.2016	31.05.2016	
30	DELL PC Intel Core i3	F7RT7X1	13.04.2016	31.05.2016	
31	DELL PC Intel Core i3	D7RT7X1	13.04.2016	31.05.2016	
32	DELL PC Intel Core i3	GLPW7X1	13.04.2016	31.05.2016	
33	DELL PC Intel Core i3	CLPW7X1	13.04.2016	31.05.2016	
34	DELL PC Intel Core i3	77RT7X1	13.04.2016	31.05.2016	
35	DELL PC Intel Core i3	8LPW7X1	13.04.2016	31.05.2016	
	(B) DESKTOPS			TOTAL	

(B)	PRINTERS				
Sl.No	Description of the Items	Printer Sl.No	AMC FROM	AMC TO	Rate In (RS.) Inclusive of all taxes ItemWise
1	HP Laserjet Pro M 1136 MFP	CNJ8G2620P	02.07.2015	31.05.2016	

2	HP Lj Pro M1213nf MFP	CNJ8G1D5VZ	17.09.2015	31.05.2016	
3	HP Lj Pro M1213nf MFP	CNJ8FBG6WL	17.09.2015	31.05.2016	
		(B) PRINTERS		TOTAL	

B	LAPTOP				
SI.No	Description of the Items	Item Sl.No	AMC FROM	AMC TO	Rate In (RS.) Inclusive of all taxes ItemWise
1	Apple MAC Book Pro 13" MD101HN/A	SC1MPDM8UDTY3	30.03.2016	31.05.2016	
2	Apple MAC Book Pro 13" MD101HN/A	SC1MPC923DTY3	20.03.2016	31.05.2016	
		(B) LAPTOP		TOTAL	

В	UPS				
SI.No	Description of the Items	Item Sl.No	AMC FROM	АМС ТО	Rate In (RS.) Inclusive of all taxes Item Wise
1	APC UPS 600VA	E21433002593	17.09.2015	31.05.2016	
2	APC UPS 600VA	E21428030829	17.09.2015	31.05.2016	
	(B) UPS			TOTAL	
		Total Of all Items at 'B' above		GRAND TOTAL OF ITEMS AT 'B'	

			Rate In (RS.) Inclusive of all taxes
С	Charges for cleaning of hardware using standard isopropyl alcohol (Twice in a year)		

TOTAL COST (A + B + C)			
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Please note while quoting above cost.

- i. All cost should be quoted. Non-quoting of any cost will disqualify the bid.
- ii. Costs should be indicated clearly.
- iii. The cost should be inclusive of Taxes/ VAT/any other taxes etc.
- iv. Prices should be indicated in Indian Rupees only and in the respective units indicated at each row.
- v. Prices should be mentioned against each column using both figures and words.
- vi. In case of any discrepancies in unit prices between the prices in figures and words, the prices quoted in words will be taken as authentic.
- vii. MMTC would not provide any charges towards Boarding/Lodging/ Traveling etc. cost for the Resident team. The same has to be borne by vendor.
- viii. The number of units indicated against each item to be covered under AMC contract is near approximate & may undergo slight change.

**Evaluation Criteria:** The tender will be finalized on the basis of the total bid amount for the PCs/Printers/Laptop/UPS etc and not the items-wise lowest rates quoted by the bidders. i.e.

Lowest of (Cost at A (Total Price) + Cost at B (Total Price) + Cost of C)

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# ANNEXURE-I

#### PERFORMANCE BANK GUARANTEE PERFORMA

No.	<u> </u>	
Date		<u>.</u>

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 service provider) 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 "Comprehensive Annual Maintenance Of Computers, Laptops, Printers, UPS and other Peripherals Installed in MMTC Limited" \_\_\_\_\_\_ for a value of Rs. \_\_\_\_\_\_ (total AMC value) (Rupees \_\_\_\_\_\_\_ (in words) and whereas the service provider has agreed to maintain the computer hardware strictly as per the description specification and delivery schedule as mentioned in the aforesaid contract no. dated \_\_\_\_\_\_.

We, <u>(banker's name and address)</u> further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto <u>and that it shall continue to be enforceable till all the</u> 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 service provider 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 very any of the terms and conditions of the said contract or to extend time of performance by the service provider from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the service provider 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 service provider or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the service provider , 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 service provider 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 there under and that the said service provider has no claim against us for making such payment.

this guarantee Our liability under is restricted an amount of Rs. to (100% of PO value) (Rupees (in words)). unless a demand or claim under this The guarantee shall remain valid up to 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 service provider 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)

#### ANNEXURE-II

#### NON - DISCLOSURE AGREEMENT PROFORMA

This Non-Disclosure Agreement ("The Agreement") is signed on \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2015, by and between ...... having its offices at \_\_\_\_\_\_(hereinafter referred to as "......" which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns) and

**MMTC Limited** having its office at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 ("MMTC" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns).

#### WHEREAS:

- A. [INSERT NAME] is engaged in the business of, inter-alia, providing Computer Maintenance services.
- B. MMTC is India's leading international trading company, with a turnover of over US\$ 12 billion. 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.
- C MMTC, pursuant to its Tender dated \_\_\_\_\_, declared [INSERT NAME] as successful Bidder for its appointment as IT Maintenance Services. Pursuant to appointment of [INSERT NAME] as IT Maintenance Services, certain Confidential Information relating to MMTC's business may be disclosed by MMTC to [INSERT NAME] which shall be subject to the terms and conditions contained in this Agreement.
- D. Both Parties agrees that the maintenance of IT infrastructure of MMTC is critical and the IT architecture/environment needs to be analyzed and reviewed to ensure that MMTC's IT infrastructure remains secured to the best possible extent. Therefore *[INSERT THE NAME]* has agreed to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information.

# THEREFORE IN CONSIDERATION OF THE PREMISES AND OBLIGATIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

#### 1. **DEFINITIONS:**

In this Agreement, unless the context otherwise requires,

- The term "Confidential Information" includes data, reports, drawings, (a) records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by MMTC to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of MMTC's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to MMC that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by MMTC and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless or the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.
- (b) "Contract" means the Contract for providing Computer Maintenance Services to be entered into between MMTC and [INSERT NAME] pursuant to the award letter dated \_\_\_\_\_\_ declaring [INSERT NAME] as successful Bidder for its appointment as Computer Maintenance Provider.
- (c) "Representatives" means directors/partners, officers, agents, advisors, consultants or employees or respective shareholders or ultimate parent company, as the case may be of [Please Insert The Name].

#### 2. Confidential Information and Protection:

2.1 MMTC may, from time to time, disclose Confidential Information to [PLEASE INSERT THE NAME] and/or their Representatives for performance by [PLEASE INSERT THE NAME] of the Contract entered into between MMTC and [PLEASE INSERT THE NAME].

- 2.2 The [INSERT NAME] understands and acknowledges that the Confidential Information is proprietary and confidential information of MMTC which has been created, developed or obtained by MMTC by investment of significant time, substantial effort and expense. The Confidential Information is a valuable, special and unique asset of MMTC which gives significant competitive advantage to MMTC and that protection of Confidential Information is of the highest importance to MMTC. Therefore [INSERT NAME] acknowledges and undertake:
  - (a) to keep the Confidential Information in strict confidence for the entire duration of the Contract and for a period of ten years thereafter.;
  - (b) without the prior written consent of MMTC, [INSERT NAME]
     will not disclose Confidential Information furnished to it to anyone other than its Representatives expressly approved by MMTC;
  - (c) [INSERT NAME] shall procure that its approved Representatives will not communicate with any third party, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of their obligations under the Contract.
  - In case the Confidential Information is disclosed to any of [INSERT NAME] approved Representatives, [INSERT NAME] shall further enter into agreements with its Representatives binding them to the same obligations to which [INSERT NAME] is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.

- (e) to inform its approved Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and
- (f) to keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from MMTC as "Confidential".
- (g) the Confidential Information which may be disclosed to
   [INSERT NAME] will contain proprietary assets, designs and other intellectual property rights with respect to the MMTC's Products which are the exclusive property of MMTC and are critical for the business of the MMTC and its profitability,
   [INSERT NAME] agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of MMTC.
- (h) The [INSERT NAME] will not copy or modify any Confidential Information without the prior written consent of MMTC. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends, which appear on the original. [INSERT NAME] shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.
- (i) [INSERT NAME] shall notify MMTC promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the MMTC's Confidential Information by any person or entity other than MMTC and its Authorised Representatives

- (j) Promptly furnish to MMTC full details of the unauthorised possession, use or knowledge, or attempt thereof;
- (k) use reasonable efforts to assist MMTC in investigating or preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;
- use reasonable efforts to cooperate with MMCT in any litigation and investigation against third parties deemed necessary by MMTC to protect its proprietary rights; and
- (m) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information
- 3. The Undertakings in Clause 2 shall not apply to any Confidential Information which:
  - (a) at the time of its disclosure to [INSERT NAME] is in the public domain;
  - (b) In the event that [INSERT NAME] is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall prior to disclosure promptly notify MMTC or its any of its Representative so that an appropriate protective order and/or any other action can be taken if possible.

In the event that such protective order is not, or cannot be, obtained, then [INSERT NAME] may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information; and

# 4. NO COMMITMENTS, WARRANTIES OR SOLICITATION

- (a) The Confidential Information disclosed by MMTC to [INSERT NAME] shall be used by [INSERT NAME] strictly for the purposes expressly authorised by MMTC.
- No representations or warranties, express or implied, are made by MMTC concerning the accuracy or completeness of the Confidential Information supplied under this Agreement and neither MMTC nor any of its Representatives shall be liable in any way to [INSERT NAME] for receipt or use of such Confidential Information and MMTC expressly disclaims any such liability whether in negligence or otherwise.
- (c) MMTC shall not be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information, and this Confidentiality Agreement shall not constitute nor should it be construed to constitute an offer or commitment by MMTC with regard to the Tender.
- (d) MMTC shall not be precluded from entering into any agreement or obligation with any other party relating to the Agreement or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.
- (e) Without prejudice to the generality of the above, nothing herein shall grant to [INSERT NAME] the right to make representations and/or commitments of any kind on behalf of MMTC without the prior written consent of MMTC.

# 5 Return of Confidential Information

(a) Upon the written request of MMTC, the [INSERT NAME] shall return to MMTC all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof;. [INSERT NAME] shall also deliver to MMTC written statements signed by the receiving party certifying that all materials have been returned within fifteen (15) days of receipt of the request. (b) Upon specific request by MMTC, [INSERT NAME] shall destroy all analyses, compilations, drawings, or other documents which have been prepared and which reflect any Confidential Information.

#### 6 Indemnity; No Waiver; Specific Performance

- (a) [INSERT NAME] shall indemnify, defend and hold harmless MMTC against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by MMTC which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [INSERT NAME].
- (b) [INSERT NAME] acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and MMTC shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to MMTC at law or in equity.
- (c) Failure by MMTC in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

# 7. Relationship of Parties

MMTC has no obligation under this Agreement to purchase any service or item from [PLEASE INSERT THE NAME], or commercially offer any products using or incorporating the Confidential Information. This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and [PLEASE INSERT THE NAME] shall have the authority to bind MMTC without the separate prior written agreement thereof.

8 No Grant of Property Rights

[INSERT THE NAME] recognizes and agrees that, except as expressly and specifically set forth in this Agreement, nothing herein shall be construed as granting any property right, by license, implication, estoppels or otherwise, to any of MMTC's Confidential Information, or to any invention or any patent right that has issued or that may issue based on such Confidential Information. All Information disclosed is provided "as is" without any warranties of any kind.

# 9 General Provisions

- (a) MMTC has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Contract with [PLEASE INSERT THE NAME] and it has no right to offer for sale products or services using or incorporating the Confidential Information.
- (b) This Agreement shall not be assigned by [PLEASE INSERT THE NAME], and it shall not delegate its duties under this Agreement, without prior written consent of the other.

# **10. TERM AND TERMINATION**

- (a) This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Contract and for a further period of five years thereafter.
- (b) Notwithstanding clause 10 (a) above, MMTC may terminate this Agreement by giving a 30 days prior written notice to the other Party.

# 11. CONSEQUENCES OF TERMINATION

- Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and
- (b) Termination will not affect MMTC's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.

(c) [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

#### 12. GOVERNING LAW

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue, dispute, claim, actions, suits and proceedings between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time

# **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior communications understandings and agreements between the parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorised Representative of each of the parties.

# **14. DISPUTE RESOLUTION**

If any question, issue, difference or dispute arises between the Parties as to the interpretation of this Agreement or as to the duties or liabilities of either Party hereunder or as to any matter or thing arising out of or under this Agreement, the same shall be referred to and settled by a sole Arbitrator to be appointed by MMTC. The Arbitration proceedings shall be conducted at New Delhi, India in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time ("Act") and the Award so made shall be final and binding on all the parties.

#### **15. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction or by a duly appointed Arbitrator under clause 13 of this Agreement, to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, (which shall continue to remain valid, binding and enforceable by and against the parties notwithstanding any such finding) but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

#### 16. NOTICES

Any notices to be given hereunder by either party to the other shall be in English and sent by registered letter, courier or facsimile to the other party at the addresses stated below:

- (a) MMTC LIMITED
  Core-1, SCOPE Complex,
  7 Institutional Area,
  Lodhi Road,
  New Delhi-110 003
- (b) [INSERT NAME]

Any notice shall be effective only upon actual receipt at the above mentioned address unless change in the address is notified by a party by giving 10 days advance notice.

**IN WITNESS WHEREOF** this Agreement has been executed by the duly authorised Representatives of the parties the day and year first above written.

 signed and delivered by: MMTC LIMITED
 Core-1, SCOPE Complex,
 7 Institutional Area, Lodhi Road, New Delhi-110 003 2. signed and delivered by:

# [INSERT NAME]

In the presence of the following witnesses:

- 1.
- 2.