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NEW DELHI – 110 003 TELEPHONE NO: 011-24362200 ext-1343, 1347, 011-24361560/1590

No: MMTC/CO/COMP/SSLVPN/2007/1130/15

Date: 21.5.2015

INVITATION FOR QUOTATION

MMTC invites sealed techno-commercial quotation for 100 (Hundred) RSA Tokens users Pack (RSA/SID 700 with battery life of 3 (three) years) to enable SSL VPN for remote users.

A.1.0. BACKGROUND

Established in 1963, MMTC, one of the two highest foreign exchange earners for India, is a leading international trading company with a turnover of around US\$ 10 billion. It is the largest international trading company of India and the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Govt of India for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. It's vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans almost in all countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

A.2.0 OBJECTIVE

MMTC intends to use CITRIX Access Gateway appliance, which will seamlessly integrate with our existing CITRIX presentation server 4.0. User from anywhere through Internet cloud could access hosted applications. RSA token to be deployed for strong two factor authentication and secured access for remote user.

A.3.0 ELIGIBILITY CRITERIA

1. The bidder company/firm should be registered in India.
2. The bidder should be Partner of M/s RSA.
3. Bidder should have three (3) separate Work(s) Orders, towards renewal of RSA tokens/software and their technical support in last 3 years for Government departments or Public undertaking or Private sectors.
4. Bidder should be financially sound, i.e. it must have made profits in at least (2) two financial years in the preceding last three (3) years for Government departments or Public undertaking or Private sectors.
5. Delivery Period: - Delivery, commissioning and integration of the hardware/software to be completed in 6 (six) weeks.

A.4.0 SCOPE OF WORK

1. The bidder has to install and integrate all the RSA tokens on the existing RSA 6.1 authentication manager.
2. Removal of expired RSA tokens from the 6.1 authentication manager.

B. INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS

B.1. Cost of Tender Preparation:

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

B.2 Responding to Tender:

2.1 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”.

B.3. Clarification of Tendering Document:

3.1 Any bidder requiring any clarification of the tendering document or for clarification sought for existing IT infrastructure, may notify MMTC in writing or by fax. MMTC shall respond in writing or by fax to any request for clarification, which is received at least two working days prior to the deadline for the submission of tenders.

B.4. Amendments to Bid Information:

4.1 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.

B.5. Prices:

5.1 Prices quoted shall be firm and not subject to variation on any account. The bidder should quote for the full parts of the software as specified in this tender. Part bid for any items will not be accepted and liable to be rejected.

5.2 The prices stated in the tenders shall include all charges, duties, incidental expenses and taxes accrued till the delivery. The prices stated are also to include all rights (if any) of patent; registered design or trademark and the Bidder shall be responsible against all claims in this respect.

5.3 The order shall remain firm and will not be subject to escalation of any description whether statutory or otherwise during the tenancy of the order, notwithstanding any change in the cost of materials or of labour or of any other cost element which may take place while the order is being carried out, even though it might be necessary for the bidder, for any reasons whatsoever, to take longer than the delivery periods indicated in the tender.

B.6. Validity:

6.1 The bidder shall hold valid their tenders for 90 days from the closing date for the tenders. In exceptional circumstances, prior to the expiry of the original tender validity period, MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing.

B.7. Implementation:

7.1.1 Implementation and Integration with the existing setup at MMTC is the responsibility of the bidder. The project sign off will be issued only after the completion of work as per the satisfaction of MMTC.

B.8 Signing and Stamping:

8.1 The quotation shall be preferably typed or printed and all the pages numbered consecutively and shall be signed by the Company's/Firm's authorized official and will bind to the Company/Firm to the contract. The person or persons signing the quotation shall sign all pages of the original quotation, except for un-amended printed literatures.

8.2 The original and copies of the tender shall be signed by a person or persons duly authorized to bind the bidder to the contract. Power of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the tender. The tender documents and the related attachments shall be duly signed and stamped so as to indicate the first and second names of the signatory/signatories clearly.

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

B.9. Earnest Money Deposit:

- 9.1 An Earnest Money Deposit of **Rs.25,000/- (Rupees Twenty Five Thousand only)** in form of a crossed banker's cheque, Bank Draft favoring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Delhi/New Delhi to be accompanied with the offer; failing which the offer will not be considered. The said earnest money deposit will be refunded to successful bidder on submission of Performance Guarantee. Earnest Money to be deposited along with the Technical bid. **'The quotation furnished without EMD amount would liable to be rejected.'**

B.10. Procedure for submission of offers:

- 10.1 The quotation shall be submitted in two parts, Technical and Commercial and must be sealed in two separate envelopes clearly marked as "TECHNICAL BID" and "COMMERCIAL BID". These two sealed envelopes need to be enclosed in one sealed envelope/cover.

- B.11.** Sealed offers shall be submitted at the following address of MMTC, not later than **1500 hours on 29.5.2015**. Offers delivered after this time and date shall be summarily rejected and returned unopened.

Manager (Systems)
5th Floor, Computer Division
MMTC Limited, Core-I, Scope complex,
Lodi Road,
New Delhi – 110 003

- 11.1 The Technical Bid will be opened in the presence of the authorized representative of the bidder at **1530 29.5.2015**. The person intend to attend the bid opening should bring authorization letter for the same from the company.

B.12. Corrections:

- 12.1 In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.

B.13. Clarification of Tenders:

- 13.1 When deemed necessary, MMTC may enquire for clarifications from the bidder during tender evaluation. However, such clarifications furnished by bidders shall in no way change or cause any change in the substance of the tender submitted, or price quoted thereof.

B.14. Acceptance of Tenders:

- 14.1 MMTC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action.

B.15. Performance Guarantee (PG): (Annexure III)

- 15.1 The successful bidder is required to submit a Performance Guarantee as per Purchaser's prescribed Performance on an appropriate value of stamp paper within a period of 10 days from the date of award of contract, calculated at the rate of ten percent (10%) on the work ordered value. This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank, having net worth of atleast Rs. 500 crore and capital adequacy ratio of 9%, valid until the termination of the warranty period. No purchase order/work order 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 effected and the warranty period has expired. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. 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.

- 15.2 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.

B.16. Warranty:

16.1 One year on-site warranty on all hardware as listed in commercial bid at Annexure-II.

B.18. Project performance:

18.1 The bidder should submit along with technical bid a certificate on their company letter head duly signed by authorized person that the quoted solution will seamlessly integrate with the existing IT setup. For the above any clarification sought by the bidder on the existing IT setup should be as per terms specified at Clause A.3.

B.19. Payment Terms:

19.1 MMTC shall release 100% payment after installation and integration of the RSA tokens of each lot and submission of following documents/reports before release of payment-

- i) Acceptance reports by authorized MMTC officials
- ii) Submission of performance guarantee as mentioned at clause no. B.15
- iii) Completion certificate
- iv) Invoices

B.20. Transit Insurance:

20.1 Shall be arranged and borne by the bidder.

B.21 Taxes, Duties, Levies and Incidental Expenses:

21.1 The bidder will bear all Taxes, Duties, Levies and Incidental expenses including Boarding, Lodging & conveyance etc. of the team (If any).

B.22. Delivery period:-

22.1 **Delivery, commissioning and integration of 100 Nos. of RSA tokens to be completed in 6 (six) weeks from the date of issue of work order.**

22.2 Delay by the bidder in the performance of its obligations shall render the bidder liable to any or all of the following sanctions:-

- Invocation of its Performance Guarantee.
- Imposition of liquidated damages, and/or
- Termination of the Contract for Default.

B.23. Delivery Location:

23.1 The supplied tokens are to be installed at MMTC, Computer Centre, New Delhi or as specified by MMTC.

B.24. Indemnity:

24.1 The Bidder shall at all times indemnify MMTC being unlimited with the time, against all claims, which may be made in respect of the said work for infringement of any rights protected by patent registration, design or trade mark. In the event of any claim in respect of any alleged breach of a patent, registered design or trade being made against MMTC, it shall notify to the Bidder and the Bidder shall at his own expense, either settles any such dispute or conduct any litigation that may arise, there from.

B.25. Liquidated Damages:

25.1 The timely delivery and installation 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 20% of total order value.

B.26. Force Majeure:

- 26.1 If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of export and import), fires, floods, explosions, epidemics, strikes, or any other labour trouble embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- 26.2 If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damage.

B.27. Arbitration

- 27.1 Any disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.
- 27.2 The seat of arbitration shall be New Delhi.

B.28 TERMINATION CLAUSE

- 28.1 Either party may terminate this agreement for cause if the other party breaches this agreement or is in default of any of the provisions thereof, or for any other reason specified herein, by giving a written notice of termination to the party in breach or default of the agreement, not less than twenty (20) days before such termination as to become effective, and such termination shall become effective on the date specified in the said notice unless such breach or default shall be corrected within ten (10) days of the giving of such notice of termination or within such longer period of time for correcting the breach or default as may be mutually agreed in writing for that purpose.

- B.29** Any sum of money due and payable to the supplier (including security deposit refundable to him) under this purchase order/work order may be appropriated by the purchaser or any other person or persons purchase order/work ordering 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 purchase order/work order or under any other purchase order/work order made by the supplier with the Purchaser or such other person or persons purchase order/work ordering through purchaser.

B.30 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.

B.31 SET OFF

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

ANNEXURE-I

Technical Bid

S. No.	Description	Compliance (Y/N)	Supporting document (Y/N)
1.	The bidder company/firm should be registered in India.		
2.	The bidder should be Partner of M/s RSA		
3.	Bidder should have three (3) separate Work(s) Orders, towards renewal of RSA tokens/software and their technical support in last 3 years, for Government departments or Public undertaking or Private sectors		
4.	Bidder should be financially sound i.e. it must have made profits in at least (2) two financial years in the preceding last three (3) years		
5.	Delivery Period: - Delivery, commissioning and integration of the hardware/software to be completed in 6 (six) weeks.		

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

Commercial Bid

Appliance and Implementation Cost:

S. No.	Description	Qty.	Unit Rate (In Rs.)	Total/Inclusive of all taxes) (In Rs.)
1.	100 (Hundred) RSA Tokens Users Pack (RSA SID 700) with battery life of 3 (three) years)	100 (Hundred)		
	TOTAL			

REMARK:

- a) **The cost should be inclusive of Taxes/VAT/any other taxes etc.**
 - b) The implementation team should be Delhi based.
 - c) MMTC would not provide any charges towards Boarding/lodging/traveling etc. cost for the team members/consultants for the project. The same has to be borne by the vendor.
 - d) **Delivery of the 100 RSA tokens as per the delivery schedule of the tender document clause no B 22.1**
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PERFORMANCE BANK GUARANTEE (Rs. 100 stamp paper)

No. _____

Date _____

To
MMTC Limited
Core-I, Scope Complex
7, Lodhi Road
New Delhi - 110003

WHEREAS _____ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, Core-I, Scope Complex, New Delhi, (hereinafter called the "MMTC") bearing Contract No. dated _____ for the supply of _____ (Items) for a value of Rs. (Total purchase order value) (Rupees _____ (in words) and whereas the Seller has agreed to supply the computer hardware strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. _____ dated _____.

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. _____ (Rupees) being 10% of the total value) for the due performance of the contract in favour of the said MMTC. We (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. _____ (Rupees (in words) without any demur, contestation, protest or reference to the seller or any other party if the seller fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the seller. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words).

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

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

We, _____ (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, _____ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said seller in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and that the said Seller have no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. _____ (10% of PO value) (Rupees (in words)). The guarantee shall remain valid up to _____ unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Seller or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC.

Witness: 1.
2.

(Authorised Signatory)