



**MMTC HOUSE , C-22 , BLOCK 'E', BANDRA KURLA COMPLEX, BANDRA (E),  
MUMBAI – 400 051. TELEPHONE NO: 022-26570744 , 022-61214526**

**Tender No: MMTC/MUMBAI/SYSTEMS/2019-20/3**

**Date : 16-09-2019**

### **INVITATION FOR QUOTATION**

MMTC Limited, a company registered under Companies Act, 1956 having its Regional Office at MMTC House, C-22, 'E' Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Regd./Corporate Office at Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003; hereinafter after referred to as “MMTC” invites e-bid in Techno-Ccommercial format for Comprehensive Annual Maintenance of System Hardware ( Desktops, Laptops, Printers, Firewall, Networking , UPS etc ) at Bandra Kurla complex (BKC) , SEEPZ and Sahar Air Cargo offices from reputed company / partnership firm/ proprietorship firm having experience in maintenance of computer system hardware and software etc.

|   |  |
|---|--|
| <b>Tender no.</b>                                 | MMTC/MUMBAI/SYSTEMS/2019/3   |
| <b>Cost of Tender Document</b>                    | Nil  |
| <b>Earnest money deposit</b>                      | 30000/- ( Thirty thousand only )   |
| <b>Bid Submission Date Starts from</b>            | 16.09.2019 on 14.00 Hrs  |
| <b>Last Date and Time of submission of tender</b> | Up to 14:00 hrs On 09.10.2019  |
| <b>Date and Time of Opening of Tender</b>         | 15:00 hrs. On 09.10.2019   |
| <b>Contact Person for Further Communication</b>   | Manoj S Basak , DGM (System)<br>MMTC Limited, MMTC HOUSE , C-22 , BLOCK<br>'E', BAND RA KURLA COMPLEX, BANDRA<br>(E),MUMBAI – 400 051. |

### **TABLE OF CONTENTS**

| <b>S. NO.</b> | <b>CHAPTERS</b> | <b>DETAILS</b>   | <b>PAGE NO.</b> |
|---------------|-----------------|--|-----------------|
| 1.            | SECTION – I     | Notice inviting tender   | 2 – 3           |
| 2.            | SECTION – II    | Scope of work  | 4-5             |
| 3.            | SECTION – III   | Instruction, General and Special terms & conditions to bidders | 6 – 18          |
| 4.            | Form A1         | Technical Bid – Bidder's Particulars                           | 19              |
| 5.            | Form A2         | Technical Bid – Bidder's Experience                            | 20              |
| 6.            | Form A3         | Technical Bid – Compliance Statement for Eligibility Criterion | 21              |
| 7.            | Form A4         | Technical Bid – Technical - Terms and conditions as agreed     | 22              |
| 8.            | SECTION – IV    | Financial bid for AMC of Computers and Peripherals             | 23 – 25         |
| 9             | Annexure I      | E-payment proforma   | 26              |
| 10            | Annexure II     | Agreement  | 27 – 31         |

**SECTION - I**  
**( NOTICE INVITING TENDER )**

**1.0. BACKGROUND**

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

Wide Area Network has been built up connecting the various regional offices across the country through leased lines/SSLVPN. MMTC has implemented e.Application ERP solution from M/s Ramco Systems, which is a centralized solution with Application and data server at the central office. CITRIX thin client solution has been implemented to enhance the application response and provide a centralized computing architecture. The ERP solution implemented uses client server architecture. The operation of ERP is done through these channels. The networking environment has been secured through installation and configuration of the Security Software, the system is in operation for the last ten years.

**2.0 OBJECTIVE**

MMTC intends to enter into Comprehensive Annual Maintenance contract for **Desktops, Servers, Printers and Local Area Network** and its associated software in MMTC Limited, (i) BKC office, (ii) Seepz office, (iii) Sahar cargo office locations in MUMBAI as per Section-I to Section-II.

**3.0 Eligibility Criteria:**

- 3.1** The bidder must be registered in India. (Documents in support of Company registration/firm/proprietorship, copy of PAN card and GST registration Number (GSTIN) with State code should be submitted).
- 3.2** The bidder must have one service centre in Mumbai city fully equipped for service of computer hardware & related accessories/ peripherals.
- 3.3** Bidder should have at least **THREE (3) Work(s) Order** each for the immediately **preceding (3) three financial years i.e.** 2016-2017, 2017-2018 2018-2019. for Hardware & software Maintenance and technical/software support of Server/DESKTOP/LAPTOP/PRINTERS/UPS machines, LAN and Routers for large/medium scale enterprise level organization.
- 3.4** Out of the Three (3) Work orders for each year as per 3.3 above , at least one work order & their completion certificates should pertain to Government of India/State Government/Public sector Undertakings (PSU)
- 3.5** Provide the details of AMC performed during the last three years in the following proforma /format.

| S.No | Name and Address of department / PSU with contact details. | Brief Detail of PC, Printers, UPS etc | Nos of Resident Engineers | Period of Contract | Annual Contract Value |
|------|--|---------------------------------------|---------------------------|--------------------|-----------------------|
|      |  |                                       |                           |                    |                       |

Satisfactory performance certificate/completion certificate from these organizations along with copies of the work order should be attached / submitted.

- 3.7 Bidder should be financially sound i.e., it must have made profits in the immediately preceding (3) three financial years (2016-17,2017-18, 2018-19) Audited annual accounts copy to be submitted.
- 3.8 Bidder must comply with all terms and conditions of the tender (Signed copy of tender documents to be submitted).

**Bids without Supporting document (s) (as above) is liable to be rejected**

#### **4.0 PERIOD OF CONTRACT**

The contract [Annexure - II] between MMTC and successful Bidder to be referred as “Contractor” shall be valid for a period of **Two (2) year** from the date of execution of contract by the Contractor. The same may be renewed for further period of two similar terms, if required, at the option of MMTC on the same terms & condition and rates subject to satisfactory performance by the contractor

#### **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 Request for Proposal (RFP) documents 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.
- 5.4 MMTC reserves the right to accept or reject any bid, and to annul the tender process and reject all bid, 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(s) on the grounds of MMTC’s said action.

## **SECTION - II** **SCOPE OF WORK**

- 1.0 **The contractor 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 Up gradation

1.1 **Resident Engineer :**

The contractor shall provide one (1) **Resident Engineer** for maintenance/service

- i) The engineer shall be present for duties at BKC office from 9:30 a.m. to 5:30 p.m. Monday to Saturday, except holidays.
- ii) Engineer should also attend to Seepz & Cargo offices from time to time as and when required to attend to calls/complaints of Seepz & Cargo.

The resident engineer should maintain / keep the equipments in good working condition. On holidays contractor has to depute resident engineer as per requirement of MMTC. 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.

The resident engineer must be experienced & possess minimum **diploma in computer hardware & software**. A certificate to this effect to be enclosed.

**Contractor shall provide the following services under the contract to keep the systems & peripherals in good working condition: -**

- 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 **Scheduled Preventive Maintenance (PM)** once in Three (3) Months for all systems, printers etc covered under this contract. PM can be clubbed with corrective maintenance. contractor would maintain the preventive maintenance record in a separate register exclusively meant for this task.
- 1.4 Comprehensive service includes labour, parts, freight, and transportation etc, taxes, duties and levies on spare parts.
- 1.5 **Unscheduled, on call corrective and remedial maintenance service** 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 and specification to new part. Whether defective item/components are to be replaced or repaired shall be at the sole discretion of contractor.

- 1.6 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 contractor. contractor would provide all required device drivers. For OS up gradation MMTC will provide a set of OS upgrade software.
- 1.7 Anti Virus Software Support:** 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 contractor engineer. contractor will update the anti virus software as and when required and each time during preventive maintenance of the systems of the anti-virus software provided by MMTC.
- 1.8 Local area networking support :**
- i. The contractor shall prepare network diagram after tagging the nodes on all the floors and maintenance thereof.
  - ii. Direct cables from switch to end-user to be punched on jack panel and terminate at IO box.
  - iii. The resident engineer should have necessary LAN tools to carry out the job.
  - iv. The contractor shall agree to provide the services under the contract to keep the systems & peripherals in good working condition. Maintain the LAN inventory details in proper manner.
  - v. The contractor shall set right the malfunctions of the LAN. This includes replacement/repair of Switches. The switch replaced will either be a new or equivalent in performance / specification . The LAN cables and laying cost will be borne by MMTC.
- 1.9** Installation of client software(s) and other application tools as desired by MMTC at client systems.
- 1.10** Online support to users in systems, application and printer configuration.
- 1.11** Update of the software/drivers required for the networking components during the contract period.
- 1.12** Half-yearly cleaning of hardware using standard isopropyl alcohol.
- 1.13** Contractor will replace/repair damaged/broken mouse and Keyboards of same make (or equivalent quality & specification) at no extra cost.
- 1.14** Resident Engineers will have to book Call to suppliers/ vendors for the systems/printers under warranty and co-ordinate with them.
- 1.15** All software's used by the contractor for update/system repair etc. must be licenced & no pirated software/application should used/installed on any machine.

\*\*\*\*\*

**SECTION – III**  
**INSTRUCTIONS, GENERAL TERMS AND CONDITIONS TO BIDDERS**

**1.0 General**

1.1 The Tender shall be submitted in two parts

- (i) **Technical Bid [Form A1 to A4] - On Line**
- (ii) **Financial Bid [ Section – IV ] - On Line**

1.2 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 it differs from our specification even if the deviation is not very material.

**1.3 SPECIAL TERMS & CONDITIONS FOR E-TENDER (For Technical and Financial Bid)**

For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk :

| <b>Vendor's Queries</b>   | <b>Contact Numbers</b> | <b>e-Mail ID</b>   |
|---|------------------------|--|
| New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID | +91-(79)- 68136 866    | <a href="mailto:support@abcprocure.com">support@abcprocure.com</a><br><a href="mailto:info@abcProcure.com">info@abcProcure.com</a> |
|   | +91-(79)- 68136 878    |  |
|   | +91-(79)- 68136 845    |  |
|   | +91-(79)- 68136 841    |  |
| <b>Mr. Sumit Kumar</b><br>(Dedicated Helpdesk for MMTC)   | +91 9265562826         | <a href="mailto:sumit.kumar@eptl.in">sumit.kumar@eptl.in</a>   |
| Technical Assistance related to eTender or e-Auction filling / submitting (Offsite Team).               | +91-(79)- 68136 833    | <a href="mailto:support@abcProcure.com">support@abcProcure.com</a>   |
|   | +91-(79)- 68136 854    |  |
|   | +91-(79)- 68136 850    |  |
|   | +91-(79)- 68136 849    |  |
|   | +91-(79)- 68136 848    | <a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>   |

1.4 The bidder shall have valid Class.III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein the details have been mentioned.

2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprouce.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC or MMTC'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.
6. The bidder shall submit the tender in two bid system through e-mode only. PART – I shall be -TECHNICAL BID, PART – II shall be FINANCIAL BID.

## **2.0 Cost of Bidding**

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.

## **2.1 EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):**

E-Bid shall be accompanied by an EMD of Rs.30,000/- payable through NEFT/RTGS payment mode as per details given below subject to verification/proof of receipt in MMTC account Deposit of EMD should be followed up with an email mentioning the UTR No. of transaction along with GSTIN. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date and time, before closure of tender, the same shall be treated as invalid and no representation in such regard shall be entertained.

MMTC Bank details are as under :

- 1 .A/C NO : 230010200004688
2. Name and Address of Bank : Axis Bank Ltd, BKC Branch, Mumbai 400 051
3. IFSC CODE : UTIB0000230

4. EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be refunded after finalization of the tender.

5. MSME units with valid certificate are exempted from payment of EMD however bidder will be required to submit Self certified copy. However, contractor will be required to deposit an amount as mentioned above towards security deposit before signing of agreement.

**Note : EMD of contractor shall be treated as security deposit and shall be released only after completion of entire agreement and after adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the contractor.**

### **3.0 The Bid Documents**

3.1 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) Financial Bid - Commercial for AMC of Computers and Peripherals (Section IV)
- (i) E-Payment Performa (Annexure – I)
- (j) Agreement (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.

### **4.0 Documents to be enclosed with the Financial Bid: -**

4.1 Bidder shall submit / enclose all the documents as required as per eligibility criteria at 3.0 (section – III) or documents to be listed.

4.2 The Technical bid will be opened in the presence of the authorized representative of the bidder. The person intending to attend the opening should bring authorization letter for the same from the company / firm

### **5.0 Clarification of Bid Documents**

Any bidder requiring any clarification of the bid documents may notify MMTC in writing or by email within one week of date publishing tender.

### **6.0 Amendments of Bid Documents**

6.1 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.



6.2 The amendments shall be notified on [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) , <https://mmtc.abcpocure.com> and these amendments will be binding on bidders.

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

## **7.0 BID PRICES**

7.1 The bidder shall give the total composite price exclusive of GST 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 taken into account. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by MMTC

7.2 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.

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

7.4 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.

7.5 No increase, decrease, discount, reduction or any other change in the prices or conditions shall be acceptable.

## **8.0 Documents establishing services conformity to bid documents:**

8.1 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 MMTCs technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. A bid without clause-by-clause compliance of Technical specification and Commercial & General Conditions shall not be considered.

## **9.0 Period of validity of bids:**

11.1 The bidders shall hold valid their bids for 90 days from the date of bid opening. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension of the

period validity of bid. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting its Bid Security. A bidder agreeing to the request shall not be permitted to modify its bid, but required to extend the validity correspondingly.

#### **10.0 Format, signing and marking of bids:**

10.1 The Bid shall be typed or printed and **all the pages numbered** consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The Technical and Financial bids submitted shall be sealed properly & separately with remarks “Technical Bid” and Financial Bid” as the case may be .**

#### **11.0 Submission of Bids:**

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

11.2 Bid submitted by FAX/mail will not be accepted.

#### **12.0 Clarification of Bid:**

12.1 To assist in the examination, evaluation and comparisons of bids, MMTC may, at its discretion, ask the bidder for the clarification of its bids. The request of clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained (Ref clause 6.0).**

#### **13.0 Contacting the MMTC:**

13.1 Subject to Clause 15.0 no bidder shall try to influence the MMTC on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

#### **14.0 Award of contract:**

MMTC shall consider placement of Work Orders on bidder whose offer have been found technically, commercially and financially acceptable and whose services have been validated. A formal agreement shall be entered in between MMTC and contractor:

#### **15.0 Acceptance of Bid:**

15.1 MMTC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of contract without

assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for MMTC's action.

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

**16.0 Issue of work Order/Signing of contract:**

16.1 MMTC shall issue Work Order to contractor..

16.2 The contractor there upon shall within Seven(7) days of issue of the Work Order, enter into formal agreement as per Annexure – II.

16.3 Failure of the contractor to submit acceptance as per Clause 16.2, shall constitute sufficient ground for the annulment of the award in which event the MMTC may make the award to any other bidder at its discretion or call for new bids by floating fresh tender.

**17.0 Signing of the Non Disclosure agreement .**

The contractor shall be required to enter into a formal Non – Disclosure Agreement with MMTC within Thirty (30) days of the award of the Contract or within such extended period, as may be specified by MMTC (As per MMTC's Performa).

**18.0 Inspection of Site:**

MMTC shall have the right to inspect the infrastructure of the Bidder pursuant to Form A-1.

**19.0 Prices:**

19.1 Prices charged by the Bidder for services performed under the contract shall not be higher from the prices quoted by the Bidder in its Bid.

19.2 Price once fixed will remain valid for the period of contract

**20.0 Termination for Default:**

20.1 MMTC may, without prejudice to any other remedy for breach of contract, by written notice of default, send to the contractor, terminate the Contract in whole or in part due to -

- i. If the contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by MMTC :-
- ii. If the contractor fails to perform any other obligation(s) under the Contract; and

- iii. If the contractor, in either of the above circumstances, does not remedy failure within a period of 7 days (or such longer period as the MMTC may authorize in writing) after receipt of the default notice from the MMTC.

20.2. In the event the MMTC terminates the contract in whole or in part, pursuant to clause 22.0 MMTC may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the contractor shall be liable to MMTC for any excess cost for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

## **21.0 Contract Period**

21.1 For the equipments under maintenance the Comprehensive AMC will be valid for the period of two (2) year from the date of execution of contract by the contractor.

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

## **22.0 Terms of Payment**

22.1 No advance payment in any case would be made.

22.2 The number of equipment's for comprehensive AMC is liable to vary from time to time and payment will be made on pro-rata basis for the period equipment has been under comprehensive AMC at the rate applicable for the said equipment. In case within the contract period, for any reasons, the systems under maintenance are disposed off by MMTC & contractor shall revise invoice on quantity as specified on quantity basis on completion of each quarter the number of equipment in contractor on pro-rata basis.

22.3 Rate finalised for withdrawn equipment shall deducted from contract value, similarly rate quoted for latest version of similar equipment shall be taken for addition of new equipment and accordingly the rate contract value shall be adjusted.

22.4 The payment would be made against the invoice (in triplicate) mentioning the details of equipment that are under maintenance.

22.5 MMTC will make payment through e-payment mode only.. The payment would be made after deducting necessary taxes applicable, if any. Contractor shall provide required details as per E-Payment Performa (Annexure –I) of tender documents along with copies of cancelled cheque copy & PAN Card.

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

### **23.0 Indemnity:**

23.1 The Bidder shall at all times indemnify & keep indemnified MMTC against all claims those may be made in respect of the said work for infringement of any rights protected by patent registration, design or trade mark etc. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, it shall notify to the Bidder/ contractor and the Bidder/ contractor shall at his own expense, either settle any such dispute or conduct itself any litigation that may arise, from third party there from.

### **24.0 Force Majeure**

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

24.2 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.

### **25.0 Arbitration:**

Any dispute or difference whatsoever arising between the parties herein 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 Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue / seat of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

### **26.0 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**

27.0 System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, and printer bands, print heads, computer stationery & CDs. contractor's engineer will repair the faulty power adapter, power cable & printer interface cable. contractor's 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.**

**28.0** New equipment purchased from time to time will be included in AMC as soon as warranty expires or after the expiry of respective equipment. This will be done through Addendum signed by MMTC and contractor.

**29.0** 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.

**30.0** The equipment will be handed over back to MMTC after the AMC period in good working condition.

**31.0** 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 Contractor.

**32.0 Call Registrations and Completion**

32.1 All the maintenance calls will be logged using the complaint e-mail ID or the Call Register maintained in the Computer Division

32.2 Submission of daily report of the maintenance/complaint calls is mandatory & is to be signed by the service engineer deputed by contractor.

**33.0 Care of the equipment**

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

**34.0 Movement of equipments**

34.1 In case if contractor required the 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 contractor shall be to contractor's account.

34.2 The cost/expenses for movement of the equipment shall incurred to the contractor.

**35.0 Uptime Guarantee**

35.1 The contractor shall guarantee a minimum uptime during the maintenance period. The contractor shall always maintain a detailed 'breakdown and repair' records of scheduled equipment.

35.2 In the event of more number of complaints on a particular day and/or the resident engineers deputed are not in a position to attend to all such complaints, the contractor firm should immediately arrange to depute one or more service engineers, as may be required, in order to ensure that work of MMTC does not

suffer under such an exigent situation/condition. No extra payment will be made for this purpose.

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

35.4 The contractor shall keep two (2) standby working condition desktops & one (1) standby printer at MMTC location equivalent in performance and specification of other computer related equipments equivalent in performance and specifications & compatible to the equipments available in MMTC

35.5 The contractor shall always keep at least three (3) set of brand new branded Keyboard & Mouse at MMTC locations for immediate replacement of faulty keyboard / mouse . The contractor must keep Lan cables, RJ45 & other related accessories at MMTCs location for immediate resolution of any networking issue.

### **36.0 Liability**

The contractor shall be liable for any loss or damage caused to the equipment /units serviceable under section – IV under the contract due to negligence of the contractor or service engineer or any personnel of contractor during the contract period. The contractor shall make good the loss or damage to the equipment under contract caused due to its negligence immediately on demand failing which the amount will be recovered from its quarterly bills / security deposit without prejudice to MMTC's legal rights.

### **37.0 Easy Access and Co-operation**

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

### **38.0 Resident Engineers Qualification, experience & responsibility:**

38.1 The contractor shall provide One (1) **Resident Engineers** for maintenance/service

The resident engineer shall be present for duties at BKC office from 9:30 A.M. to 5:30 P.M Monday to Saturday, except holidays

Engineer should also attend to Seepz & Cargo offices from time to time as and when required to attend to calls/complaints of Seepz & Cargo.

The resident engineer should maintain / keep the equipments in good working order

38.2 The Contractor shall not depute any Resident engineer below the age of 18 years to this office. The Resident Engineers deployed at MMTC Offices BKC/SEEPZ should at least possess Diploma/Certificate in Hardware, Software & Networking. Should have minimum 2-year experience in similar maintenance work. Resume with the certified copies of testimonials are to be submitted to MMTC before deployment of the resident engineer. MMTC reserves it right for acceptance of the resident engineer to be deployed for maintenance work.

38.3 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.

38.4 The Resident Engineer provided by the firm shall not be changed frequently. Contractor shall obtain prior approve of MMTC as per clause 40.2 along with all testimonial for any change in service engineer. MTTC shall consider the request on its merits.

38.5 The Resident engineer deployed shall be responsible for preventive and corrective maintenance of all PCs, peripherals and accessories mentioned under schedule of quantities.

38.6 The Resident Engineers will be responsible for maintaining the Complaint Register.

38.7 The resident engineer shall not attend to any outside work during the working hours.

38.8 The Resident Engineer shall sign the attendance register (In & out) on each day of duty.

38.9 The engineer would be equipped with mobile phones to ensure his availability.

38.10 The Resident Engineer shall wear contractor Identity cards during period of duty at MMTC.

38.11 Contractor shall replace the resident engineer upon request of MMTC for the same. The replacement engineer shall bear the required of verification as per clause 38.2

**38.12** In case any Resident Engineer wants to avail leave of short duration, he must inform in advance to MMTC and the contractor. Resident Engineer or attendant be relieved for that period after getting suitable replacement from the contractor.



### **39.0 Fraud Prevention**

**39.1 Commitments of Bidder(s):** The Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of MMTC (Full text of which is available on MMTC’s website at <http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any 6other transactions with MMTC.

- a. The bidder(s)/ shall not directly or through any other person or firms, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act, further the bidder(s)Contractor (s) buyers(s) vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
- e. The bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**39.2 Disqualification from tender process and exclusion from future contracts :** If the bidder(s)/contractor(s) before award or during execution has committed a transgression through a violation of Clause above of “fraud prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(s) to be awarded a contract either indefinitely or for a stated period of time.

**39.3 Damages:** The damages from contractor will be recovered from security deposit made by contractor. In case the amount of damage exceeds the security deposit. The Contractor shall pay the amount on demand, failing which MMTC shall be free to use available legal recourse to recover the same along with interest at prevalent rate of interest fixed by MMTC management, from time to time.

**40.0 HOLIDAY LISTING:** Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this tender and in the event, the contractor while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the contractor ) in accordance with the policy in force.

**Supporting document(s) to be enclosed for above duly signed and stamped by the contractor.**

\*\*\*\*\*

**Technical Bid**  
**FORM A-1**

**BIDDER'S PARTICULARS**

|    |   |         |         |         |
|----|---|---------|---------|---------|
| 1. | Name of the Company/Firm/Sole Proprietorship with documentary evidence :  |         |         |         |
| 2. | Registered office Address   |         |         |         |
| 3. | Office for correspondence:<br>Contact person's name Designation<br>Address<br>Telephone No/s,<br>Mobile No. Fax No/s<br>E-mail ID |         |         |         |
| 4. | Financial for last 3 yrs<br><br>result : Profit after Tax   | 2016-17 | 2017-18 | 2018-19 |
|    |   |         |         |         |
|    |   |         |         |         |
|    |   |         |         |         |
|    |   |         |         |         |

Signature of the Bidder

NAME & DESIGNATION WITH SEAL of the Organization

**Technical bid**  
**FORM A-2**

**BIDDER'S EXPERIENCE**

|   |  |  |
|---|--|--|
| 1 | Name & Address of the Client   |  |
| 2 | Type of Client<br>(Government/Semi-Government etc.)<br>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 Services (in Indian Rs.)  |  |
| 6 | Name, title & Address of the Client's person who can be contacted  |  |

Signature of the Bidder

Name \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Company Seal

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

**Technical Bid**

**FORM A-3**  
**Compliance Statement for Eligibility**  
**Criterion**

| <b>S.No.</b> | <b><u>Description</u></b>   | <b><u>Compliance</u></b><br><b>(Y/N)</b> |   | <b><u>Documents attached, if any</u></b>                |
|--------------|---|--|---|---|
| 1            | The bidder company/firm should be registered in India.  |  |   | Please indicate bid page no. where document is attached |
| 2            | The bidder company/firm should have more than 3 years of experience in computer hardware & software maintenance field.  |  |   | - do-   |
| 3            | The Bidder company/firm should be financially sound i.e., it must have made profits in the immediately preceding three financial years. (Copy of Balance Sheet & P&L accounts for the last three years should be enclosed).   |  |   | - do-   |
| 4            | Bidder should have at least THREE (3) Work(s) Order each for the immediately preceding (3) three years 2016-2017, 2017-2018 2018-2019. for Hardware & software Maintenance and technical/software support of Server/DESKTOP/LAPTOP/PRINTERS/UPS machines, LAN and Routers for large/medium scale enterprise level organization.<br>Out of the three work orders for each year as above , at least one work order & their completion certificates should pertain to Government of India/State Government/Public sector Undertakings (PSU)<br><b>Performance certificate from these organizations along with copies of the sanction letter may be attached.</b> |  | <b>Please write the name of organization. 1. 2. 3. &amp; so on.</b> | - do-   |
| 5            | The bidder must have a Service Tax Registration Number and PAN Number. (Enclose attested copy of the relevant document).  |  |   | - do-   |
| 6            | The contractor should have its own office(s) at Mumbai for the systems service support.   |  |   | - do-   |
| 7            | EMD amount of Rs. 30,000/-(Rupees Thirty Thousand only) attached. Please specify details of instrument.   |  |   |   |

Signature of the Bidder  
NAME & DESIGNATION WITH SEAL of the Organization

**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:

**SECTION – IV**

**(Financial Bid)**

**Commercials for AMC of Computers and Peripherals**

**A. SERVER:-**

| Sl. No. | Model Description  | Qty | Rate / unit | TOTAL AMOUNT IN RS |
|---------|--------------------|-----|-------------|--------------------|
| 1       | HP PROLINT ML3506G | 1   |             |                    |
|         | <b>TOTAL A :</b>   | 1   |             |                    |

**B. LAPTOP :-**

| Sl. No. | Model Description | Qty | Rate / unit | TOTAL AMOUNT IN RS |
|---------|-------------------|-----|-------------|--------------------|
| 1       | HP Compaq 8510P   | 1   |             |                    |
| 2       | Hp Compaq 6730b   | 1   |             |                    |
|         | <b>TOTAL B :</b>  | 2   |             |                    |

**C. DESKTOP :-**

| Sl. No. | Model Description  | Qty       | Rate / unit | TOTAL AMOUNT IN RS |
|---------|--------------------|-----------|-------------|--------------------|
| 1       | HCL INFINITY PRO   | 7         |             |                    |
| 2       | Compaq – Presario  | 1         |             |                    |
| 3       | HP Compaq D290     | 14        |             |                    |
| 4       | HP COMPAQ DC7900   | 6         |             |                    |
| 5       | HP COMPAQ DX 2080  | 1         |             |                    |
| 6       | HP COMPAQ DX 2280  | 1         |             |                    |
| 7       | HP COMPAQ DX 2480  | 4         |             |                    |
| 8       | HP COMPAQ DX 7380  | 4         |             |                    |
| 9       | HP – ELITE 7100 MT | 5         |             |                    |
| 10      | HP – PRO 3090      | 12        |             |                    |
| 11.     | HP 406G1 MT        | 8         |             |                    |
|         | <b>TOTAL C :</b>   | <b>63</b> |             |                    |

**D. PRINTER / SCANNER:-**

| Sl.No. | Model Description              | Qty       | RATE /UNIT | TOTAL AMOUNT IN RS |
|--------|--------------------------------|-----------|------------|--------------------|
| 1.     | EPSON LQ-2090                  | 1         |            |                    |
| 2      | HP Laserjet 1320N              | 4         |            |                    |
| 3      | HP Laser Jet 2015N             | 2         |            |                    |
| 5      | HP LASERJET M1136 MFP          | 1         |            |                    |
| 4      | HP Laser Jet 1160              | 1         |            |                    |
| 5      | HP Laser Jet 1320              | 2         |            |                    |
| 6      | <b>HP SCANNER 5590 SCANJET</b> | <b>1</b>  |            |                    |
|        | <b>TOTAL D :</b>               | <b>12</b> |            |                    |

**E : Network switches and local area network maintenance**

| Sl.No. | Model Description   | Qty      | RATE/UNIT | TOTAL AMOUNT IN RS |
|--------|---|----------|-----------|--------------------|
| 1      | HCL L3 MANAGABLE SWITCH ( Comprehensive to the extent of crimping , Farolling, Tagging patch panel , Punching , Laying and installation of Patch Panel , Bunching and other network management related activities | 1        | -         | -                  |
| 2      | Cisco switches  | 7        |           |                    |
|        | <b>TOTAL E</b>  | <b>8</b> |           |                    |

**F: UPS**

| Sl.No. | Model Description | Qty      | RATE / UNIT | TOTAL AMOUNT IN RS |
|--------|-------------------|----------|-------------|--------------------|
| 1      | APC 6 KVA UPS     | 3        | -           | -                  |
|        | <b>TOTAL F :</b>  | <b>3</b> |             |                    |



**G. RESIDENT ENGINEER :-**

| Sl. No. | Model Description         | Qty | RATE / UNIT | TOTAL AMOUNT IN RS |
|---------|---------------------------|-----|-------------|--------------------|
| 1       | RESIDENT ENGINEER Charges | 1   | -           | -                  |
|         | TOTAL G                   | 1   |             |                    |

**TOTAL COST = TOTAL OF (A + B + C + D + E + F+ G)**

- The rates quoted above should be strictly as per the format. If there are any other charges quoted separately the bid will not be considered and may be disqualified.*

Remark: -

- The cost should be exclusive of GST.
- MMTC would not provide any charges towards Boarding/Lodging/Traveling etc. cost. The same has to be borne by contractor.
- Insurance for the equipment shall be arranged by MMTC.

**Evaluation criterion:** - The tender will be finalized on the basis of the total bid amount for the services offered and not the item-wise lowest rates by the bidders i.e.

**L1 Criteria = Total of A +B + C + D + E +F +G**



**AGREEMENT**

This agreement is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 between MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 hereinafter referred to as “MMTC” (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrator and executors) of ONE PART.

AND

M/s. \_\_\_\_\_ ( Proprietor/Company registered office at \_\_\_\_\_/Partnership firm) having address at \_\_\_\_\_ herein after referred to as “Contractor ” (which expression shall unless repugnant to the context or meaning hereof shall include its successors, assigns, heirs and executor) of OTHER PART.

AND

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of entering into contract for **Comprehensive Annual Maintenance of System Hardware ( Desktops, Laptops, Printers, Firewall, Networking , UPS etc ) at Bandra Kurla complex (BKC) , SEEPZ and Sahar Air Cargo offices**

AND WHEREAS the said Contractor is **having experience in maintenance of computer system hardware and software etc.** and has become successful in Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for work related to **Comprehensive Annual Maintenance of System Hardware ( Desktops, Laptops, Printers, Firewall, Networking , UPS etc ) at Bandra Kurla complex (BKC) , SEEPZ and Sahar Air Cargo offices and for number of units as mentioned in Financial Bid (Section – IV).**

AND WHEREAS Contractor has offered rates in Financial Bid dated \_\_\_\_\_ which have been accepted by MMTC.

AND WHEREAS MMTC has issued a work Order No..... dated..... in favour of the aforesaid contractor

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The contractor agrees to execute and fulfil **Comprehensive Annual Maintenance for System Hardware ( Desktops, Laptops, Printers, Firewall, Networking , UPS etc ) at Bandra Kurla complex (BKC) , SEEPZ and Sahar Air Cargo offices** as per **Scope of Work** mentioned under SECTION - II for number of items given in section – IV subject to clause no 6.2 of this contract of Tender no. MMTC/MUMBAI/SYSTEMS/2019-20/3 DATED 16.09.2019

1. **Contract Period :**

- a. For the equipments under maintenance the AMC will be valid for the period of Two (2) years from the date of execution of contract by the Contractor.

- b. This contract may be renewed with same terms and conditions, provided MMTC is satisfied with the services of Contractor or on the terms & conditions mutually agreed to by MMTC and Contractor. The Contractor shall not have any objection regarding the third party hardware installation by MMTC during the contract period.
2. The rate quoted by the contractor in price bid of tender no MMTC/MUMBAI/SYSTEMS/2019-20/03 DATED 16.09.2019 shall be remain valid through the period of contract. [Annexure Section - IV ]
3. The Contractor shall submit bills in triplicate on quarterly basis upon completion of the quarter for the work executed as per this contract. MMTC will verify the work, process bill and payment shall be released through e-payment mode as per a/c details provided after deduction of statutory levies / tax, as applicable. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the contractor as per terms contained in clause 6.0 of appearing here below.
4. Interest free Performance Security Deposit of **Rs. 30000/- (Rupees Thirty thousand only)** deposited by the contractor as EMD shall be refunded only after satisfactory completion of contract period and after adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the contractor.
5. In case the jobs entrusted/assigned to the contractor are found not satisfactory or not in accordance with the specifications or specified/samples given by the Management of MMTC, the contractor shall be liable to change the same and in default whereof the contractor shall compensate to MMTC as per provisions in tender.

## **6. Terms of Payment**

6.1 No advance payment in any case would be made **to contractor**.

**6.2** The number of equipments for AMC is liable to vary from time to time and payment will be made on pro-rata basis for the period equipment's/units has been under comprehensive AMC at the rate applicable for the said equipment. In case within the contract period, for any reasons, the systems under maintenance are disposed off by MMTC , contractor shall revise invoice as specified on quantity basis on completion of each quarter the number of equipment in contractor on pro-rata basis. Insurance of equipment's / units will be done by MMTC.

6.3 Rate finalised for withdrawn equipment shall be deducted from contract value. Similarly, rate quoted for latest version of similar equipment shall be taken for addition of new equipment and accordingly the rate contract value shall be adjusted.

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

6.5 MMTC will make payment through e-payment mode only. The payment would be made after deducting necessary taxes applicable, if any. Contractor has provided required details as per E-Payment Performa (Annexure – I) of tender documents along with copies of cancelled cheque & PAN Card that will be considered as

contractor a/c details for making the payment to contractor.

**The above payment terms would be strictly followed.**

**7 Indemnity:**

The contractor shall at all times indemnify & keep indemnified MMTC against all claims those may be made in respect of the said work or for infringement of any rights protected by patent registration, design or trade mark etc. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against MMTC, it shall notify to the Contractor and the Contractor shall at its own expense, either settle any such dispute or conduct itself any litigation that may arise, there from without any liability on MMTC.

**8. Force Majeure**

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

8.2 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 contractor shall promptly notify MMTC advising the existence of such an event, not later than one week 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. During such period neither parts shall have any claim against each other.

**9 Arbitration:**

Any dispute or difference whatsoever arising between the parties herein 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 Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue / seat of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

**10 Merger & Acquisitions :**

In case of mergers and acquisitions of contractors / Company for 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.

**11.0 Termination for Default:**

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

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

11.2. In the event the MMTC terminates the contract in whole or in part, MMTC may proceed to get undelivered work done through another contractor, upon such terms and in such manner as it deems appropriate, and the Contractor shall be liable to MMTC for any excess cost for such similar services. However, the Contractor shall continue performance of the contract to the extent not terminated.

11.3 Despite termination the contractor shall remain liable to MMTC for the acts , deeds performed during the contract period in force.

## **12.0 LIABILITY :**

The contractor shall be liable for any loss or damage caused to equipment's / units serviceable under contract (Section –IV) due to negligence of contractor or service engineer or any personnel of the contractor during the contract period. The contractor shall make good of the said loss or damage caused to the equipment's / units serviceable under the contract immediately on demand failing which the amount will be recovered from its bills / security deposit without prejudice to MMTCs legal rights.

**13.0** Tender no. MMTC/MUMBAI/SYSTEMS/2019-20/3 DATED 16.09.2019 shall form an integral part of this agreement for deciding rights and duties of the parties.

**14.0 Amendment / Modification:** Any modification / amendment to terms & conditions of the contract shall be in writing duly signed by authorized representative of both the parties.

IN WITNESS WHEREOF this agreement is executed at Mumbai on this.....day of.....2019.

For M/s. For MMTC Limited, \_\_\_\_\_  
Name and designation of Signatory.

For M/s \_\_\_\_\_  
Name and designation of Signatory.

Witnesses :

1)  
Name, Sign & Address

2)  
Name, Sign & Address

2)  
Name, Sign & Address

2)  
Name, Sign & Address