

CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,

NEW DELHI – 110 003 TELEPHONE NO: 011-24381372

FILE No: MMTC/CO/COMP/Exhibition/2015-16/1292

DATE: 10.09.2015

REQUEST FOR PROPOSAL

SUBJECT: MMTC invites sealed tender for hiring of desktops, laptops, printers, UPS, networking services for setup of LAN and onsite service engineers for MMTC exhibitions

INVITATION FOR TENDER OFFERS

MMTC Limited invites sealed tender offers (technical offer and commercial offer) from eligible vendors for hiring of desktops, laptops, printers, UPS, networking services and onsite service engineers as per the specifications given in Annexure -1.

The copy of tender document may be downloaded from website <http://www.mmtclimited.gov.in> and <http://www.eprocure.gov.in> .

The details are as given below:

Tender Reference	
Start Date for Tender document download	10th September '2015
Last Date and Time for receipts of tender offers	28th Sept '2015 up to 1500 Hrs.
Bid Opening	28th Sept '2015 at 1530 Hrs.
Address of Communication	Ms. Richa Lalit Kumar Manager (Systems) MMTC Limited Scope Complex, Core-1 5th Floor, Computer Centre New Delhi – 110003
Contact Telephone Numbers	Phone: 011-24381372

1.1 BID PROCESS

The bidding for the project would be in single submission comprising two-stage system. First stage would be evaluation of technical parameters of the bidders based on their Technical Bids. Second stage would be the evaluation of financial bids of technically qualified bidders.

MMTC reserves the right to reject any or all of the bids without assigning any reason and the decision of MMTC in this regard shall be final.

1.2 ELIGIBILITY CRITERIA

- 1.2.1 The bidder company/firm should be registered in India.
- 1.2.2 Bidder should be financially sound i.e., it must have made profits in the immediately preceding two financial years i.e. FY-14-15 and FY 13-14.
- 1.2.3 The bidder should submit letter of acceptance of all terms and conditions of the RFP as per FORM A-2.
- 1.2.4 The Bidder should submit copy of annual audit report of last two financial years.

Bidder should provide at least one work order for services mentioned in the scope of work of this tender.

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.

2.0 SCOPE OF WORK

MMTC is organising Exhibition in Delhi at Hotel Ashok, New Delhi during the period 27th October, 2015 to 10th November,2015 (excluding 5th Nov & 6th Nov.2015) where approximately 35 counters will be set up in exhibition. We require desktops, laptops, printers and UPS on rent basis and networking services for the setup of approximately a 35 node LAN network for approximately 13 days of the exhibition. The timings of the exhibition shall be from 9 am to 9 pm. Also, network and hardware engineers would be required onsite during exhibitions period. Details are as per Annexure-I. The setup has to be done on 27th October, 2015 i.e first day of exhibition and to be removed on 4th Nov, 2015. Then again setup has to be ready on 7th November, 2015 by 9:00AM.

Contract period: The contract will be for a period of 13 days of exhibition. The rates will be valid for a year. The same may be renewed for further period of one year on same terms & conditions/rates, if the services provided are satisfactory.

CHAPTER 3

INSTRUCTIONS TO BIDDERS

3.1 General

3.1.1 The Tender shall be submitted in two parts in two separate envelopes:

- (i) Technical Bid
- (ii) Commercial Bid

3.1.2 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 him differs from our specification even if the deviation is not very material.

3.2 Documents to be enclosed with the Technical Bid:-

- 3.2.1 The Bidders shall enumerate the operational experience in similar services offered to large clients in Form A-1. The relevant supporting documents for such experience/expertise should be attached.
- 3.2.2 The Bidder has to sign Form A-2 as agreement to the scope and general terms and conditions of this RFP.
- 3.2.3 Supporting Documents in support of the Eligibility Criteria mentioned in Clause 1.2 above.

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.

3.3 TECHNICAL EVALUATION CRITERIA

- 3.3.1 The Bidder should fulfill all the Eligibility Criteria.
- 3.3.2 The Bidder should submit all the documents to be enclosed with the Technical Bid.
- 3.3.3 The Bidder should submit documentary evidence in respect of all the points specified

in Eligibility Criteria and also in respect of the documents to be enclosed with the Technical Bid.

3.4 DOCUMENTS TO BE ENCLOSED WITH THE COMMERCIAL BID

3.4.1 The Bidder shall give the Commercial Bid in Form B.

3.4.2 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.

3.5 SUBMISSION OF BIDS:

3.5.1 Technical and Commercial Bid should be sealed separately and marked clearly and should be enclosed in another cover while submitting the bid.

(a) Name of the Bidder (Firm/Company/Proprietor) & Address

(b) Name of the Contact person

(c) Postal Address, telegraphic address and telefax/telephone No. of the contact person

3.5.2 Bids sealed should be delivered before **1500 Hrs on 28.09.2015**. Bids may be sent by registered post or hand delivered so as to be received at the following address:

Ms. Richa Lalit Kumar

Manager (Systems)

MMTC Limited

Scope Complex, Core-1

5th Floor, Computer Centre

New Delhi – 110003

Contact No.: 24381372

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

The Technical bid will be opened in the presence of the authorized representative of the bidder at 1530 Hrs on 28.09.2015. The person intend to attend the opening should bring authorization letter for the same from the company.

- 3.5.3 Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this RFP, and not to stipulate any deviations. MMTC reserves the right to reject the bids containing deviation to the terms and conditions and requirements of this RFP.

3.6. COST OF BID PREPARATION

The Bidder shall bear all costs associated with the preparation and submission of their Bids and MMTC shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The Bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though MMTC may elect to modify/withdraw the RFP.

3.7 CLARIFICATION OF BIDDING DOCUMENTS

- 3.7.1 Any Bidder requiring any clarification of the bid documents 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 5 working days prior to the deadline for the submission of bids.

3.8. AMENDMENTS TO BID INFORMATION:

- 3.81 MMTC reserves the right to make revisions or amendments to this RFP prior to the closing date of the bid. 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. The bid submitted by the Bidder shall take into account all such amendments/revisions.

3.9. PRICES

- 3.9.1 Prices quoted in the Commercial Bid shall be firm and not subject to variation on any account. The Bidder should quote for the full parts of the services as specified in this RFP. Part bid for any services will not be accepted and liable to be rejected.
- 3.9.2 The price quoted by the Bidder shall remain firm & will not be subject to escalation of any description whether statutory or otherwise,

3.10. Validity:

The Bidders shall hold valid their bids for 90 days from the closing date for the bids. In exceptional circumstances, prior to the expiry of the original bid 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. A Bidder may refuse the request for extension without forfeiting his Earnest Money Deposit (EMD). A Bidder agreeing to the request will not be permitted to modify their bid, but will be required to extend the validity correspondingly.

3.11 Earnest Money Deposit

- 3.11.1 The Bidder shall furnish an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand only) along with the Technical Bid.
- 3.11.2 The EMD shall be in the form of a Bank Draft favouring “MMTC Limited” drawn on any Nationalized Bank or first class International Bank payable at Delhi/New Delhi,
- 3.11.3 Technical Bid not secured by EMD will be rejected by MMTC.
- 3.11.4 EMD will be refunded to unsuccessful Bidders. Also the said earnest money deposit will be refunded to successful Bidder on signing of the
Contract and on submission of Performance Guarantee.
- 3.11.5 No interest will be payable by MMTC on EMD.

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3.11.6 The EMD may be forfeited by MMTC if a Bidder withdraws his bid during the period of bid validity or extended bid validity specified above.

3.11.7 Should the RFP be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.

3.12 Language of Bids

All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and unambiguous words or phrases requiring interpretation.

3.13 Corrections:

Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.

3.14. Bid Valuation:

Bids received and accepted after fulfilling the terms and conditions of this RFP, will be evaluated to ascertain the best and lowest evaluated bid in the interest of MMTC.

3.15 Clarification of Bids:

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

3.16 Changes after Opening of BIDS

No increase, decrease, discount, reduction or any other change in the prices or conditions shall be acceptable after opening of the bids.

3.17 Acceptance of Bids

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 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. MMTC is not bound to accept the lowest or any bid or to assign any reason for non-acceptance.

3.18 BID CURRENCY

All costs and charges related to the bid shall be expressed in Indian Rupees.

3.19 OPENING OF BIDS

- 3.19.1 The bids will be accepted up to the date and time as specified in the clause 3.5.2
- 3.19.2 No bids will be accepted after the above deadline
- 3.19.3 Opening of only the technical bids shall be done first on DATE **1530 Hrs**
28.09.2015.
- 3.19.4 After technical evaluation, the Commercial Bids of only those technically qualified will be taken up for further price valuation.
- 3.19.5 All technically qualified Bidders shall be invited to attend the opening of commercial bids at MMTC office. The date of the opening of the Commercial bids would be communicated to the technically qualified Bidders.

3.20 Award of Contract

In addition to the Bidder being the successful Bidder meeting all eligibility, technical and commercial criteria, MMTC will also determine to its satisfaction whether the Bidder selected has submitted the successful responsive bid among the Bidders short listed and is qualified to satisfactorily perform the Contract. The determination will take into account the Bidders technical, financial and implementation capabilities. It will be based upon the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as MMTC may deem necessary and appropriate.

3.21 Award Criteria

MMTC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. However, MMTC shall not be bound to accept the lowest or any bid and reserves unequivocally the right to accept any bid, wholly or in part. The L1 party will be decided on basis of **Total amount (B1)** in form B (Commercial Bid).

3.22 Notification of Award

The acceptance of a bid, subject to the signing of the Contract, will be communicated in writing at the address for correspondence supplied by the successful Bidder. Any change of address of the Bidder, therefore, should be promptly notified in writing to MMTC.

3.23 Performance Guarantee (PG):

- 3.23.1 The successful Bidder, at its own expense, shall submit a Performance Guarantee within thirty days of the date of notice of the award of the Contract. A Performance Bank Guarantee, payable on demand in terms of Annexure II, for an amount calculated at the rate of ten percent (10%) of the contract value.
- 3.23.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC, payable at Delhi/New Delhi.
- 3.23.3 Failure of the successful Bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.
- 3.23.4 The Performance Bank Guarantee may be discharged / returned by MMTC after the completion of the Contract upon being satisfied that successful Bidder has successfully performed its obligations under the Contract. The Performance Bank Guarantee shall be valid for the entire duration of the Contract period plus three months thereafter.
- 3.23.5 in the event the successful Bidder being unable to perform its obligations under the Contract, during the Contract period, for whatsoever reason, the Performance Bank Guarantee would be encashed by MMTC.

3.24 SIGNING OF THE CONTRACT

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

CHAPTER 4

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 PAYMENT TERMS

- 4.1.1 Payment shall be made after successful completion of each exhibition on submission of invoices.
- 4.1.2 Bank guarantee drawn on a scheduled commercial bank in favour of MMTC LIMITED for an amount of (10%) of the contract value should be submitted on receipt of the Work order.

4.2. TAXES, DUTIES, LEVIES AND INCIDENTAL EXPENSES

- 4.2.1 The bidder will bear all Taxes, Duties, Levies and any other Incidental expenses including boarding lodging & conveyance for execution of the work order.

4.3. DELAYS IN THE BIDDER'S PERFORMANCE:

- 4.3.1 Delivery of the Services and performance of the activities mentioned in the Contract shall be made by the Bidder in accordance with the time schedule specified in the Contract and Scope of Work.
- 4.3.2 Delay by the Bidder in the performance of its obligations shall render the Bidder liable to any or all of the following sanctions: -
 - (a) Invocation of its Performance Guarantee.

- (b) Imposition of liquidated damages, and/or
- (c) Termination of the Contract for default.

4.4. DELIVERY LOCATION AND PERIOD

4.4.1 The services to be given at exhibition venue for a period of 13 days.

4.5 INDEMNITY

The successful Bidder shall at all times indemnify MMTC, being unlimited with the time, against all claims which may be made in respect of infringement of any rights protected by patent registration, design or trade mark or for any other reason for performance of the Contract by the successful Bidder. 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 and the Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise, there from.

4.6. LIQUIDATED DAMAGES

The timely delivery of the services is essence of the Contract. In the event of successful Bidder's failure to perform the Contract, the liquidated damages are payable by the successful Bidder @ 2 % per week of the contract Price subject to a maximum of 10% of total contract value.

4.7 FORCE MAJEURE

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

4.7.2 The Contract period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract 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.

4.8. ARBITRATION

4.8.1 Any question, issues, dispute or difference arising between the Parties as to the interpretation of the terms, construction, meaning and operation or effect of the Contract or its termination or as to the duties, responsibilities, obligations or liabilities of the Parties or as to any matter or thing arising out of or under the Contract (“dispute”) will be amicably settled through the joint conciliatory efforts of the Chairman & Managing Director (CMD) of MMTC Limited for the time being and the Bidder. In the event the Parties are unable to resolve the said dispute mutually within a maximum period of thirty (30) days of the intimation of the occurrence of a Dispute by one Party to the other, the same shall be referred to and settled by the a sole arbitrator to be appointed by Chairman & Managing Director (CMD) of MMTC Limited. 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.

4.8.2 The courts at New Delhi shall have exclusive Jurisdiction to determine any question, issue, dispute or claim between the parties including any application to be made under the Indian Arbitration and Conciliation Act, 1996.

5.0 SET OFF

6.1 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 persons contracting through purchaser.

FORM A-1

CLIENTELE / EXPERIENCE

Sr. No	Name of the client, Contact person, Designation & telephone No.	Annual turnover of client (Rs.)	Period of contract	The Services provided to the client (especially those relevant to MMTC requirements *)	Approx value of the contract in (Rs.)
1.					
2.					
3.					
4.					
5.					
..					
..					
N					

*Note

1. Give at least two references where services have been provided by the Bidder. Copies of the work orders have to be attached for at least two clients.

Date :

Place :

Signature :

Name :

Designation :

Company :

Seal of the Company :

FORM A - 2

TERMS AND CONDITIONS AS AGREED

Our Company/Firm is agreeable to the terms and conditions of the RFP.

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:

FORM B

Commercial Bid

S.No	Item Description	Amount in INR (RS. Inclusive of all taxes) unit rate	QTY (Nos)	Total Amount= unit rate * Qty
1.	Desktop on Rent (Per day per unit)		40	
2.	Laptop on Rent (Per day per unit)			
3.	UPS on Rent (Per day per unit)		50	
4.	Laser Printer with cartridge (Per unit)		35	
5.	Replacement cartridges(per unit)		55	
6.	RJ45 Connector Box on purchase basis (Per unit)		100pcs	
7.	AMP Cat 5e Cable Box on purchase basis (approx 1000 meters i.e. 4 boxes)		1000metres	
8.	Site Engineer (Per day)		2	
9	D-Link Switches (24-port, 8-port) on rental basis (Per day per Unit)		10	
TOTAL AMOUNT (B1):				

Please Note while quoting-

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: -
- a) The cost should be inclusive of Taxes/ VAT/Service Tax/any other taxes etc.
 - b) MMTC would not provide any charges towards Boarding/Lodging/ Traveling /transportation etc of above listed items. The same has to be borne by vendor.

ANNEXURE – I

SNo.	Item Details
1	Desktops on Rent with minimum configurations :- P4,2GB RAM, LAN Card, 80 GB HDD, Keyboard, Mouse, 15" TFT, Windows 7, Microsoft Office, Anti Virus
2	Laptops on Rent with minimum configurations: - P4,2GB RAM, LAN Card, 80 GB HDD, Windows 7, Microsoft Office, Anti Virus
3	UPS on Rent: Minimum 500 KVA
4	Laser Printers(mono) on Rent (With new cartridges)
5	Replacement of new printer cartridges with exhausted one
6	RJ45 Connector Box(100 units) on purchase basis
7	AMP Cat 5e Cable Box on purchase basis
8	Two Site Engineers for whole duration (1 H/w and 1 N/w)
9	D-Link Switches (24-port, 8-port) on rental basis

ANNEXURE - II

PERFORMANCE BANK GUARANTEE

No. _____.

Date _____.

To

MMTC Limited

Core-I, Scope Complex

7. Lodhi Road

New Delhi - 110003

WHEREAS _____ (supplier name & address) (here in a 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 Seller has agreed to supply the computer hardware strictly as per the description. Specification & delivery schedule as mentioned in the aforesaid contract no. _____ dated _____.

AND WHEREAS the seller is required to furnish a bank guarantee of the value of Rs. _____ (Rupees _____) being 100% of the total value) for the due performance of the contract in favour of the said MMTC. We _____ (name of the bank & address (hereinafter called

bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely demand in writing an amount not exceeding Rs. _____ (Rupees _____ 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 aforesaid contract. The decision of MMTC communicated in writing that the Seller has defaulted performance of his obligations under the contract, shall be final and binding on us notwithstanding contestation or protest by the seller. However, our liability under this guarantee shall be restricted to amount not exceeding Rs. _____ (in words).

We, _____ (banker's name and address) further agree 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 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 of the seller from time to time or postpone for any time or from time to time any of the powers exercised 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 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. _____ (bank name & address) hereby undertake and guarantee to pay any moneys demanded notwithstanding any dispute(s) raised by the said seller in any suit or proceeding pending before any court or tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and that the said Seller have no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. _____ (100% of PO value) (Rupees _____ (in words)). The guarantee shall remain valid up to _____ unless 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 shall not be affected in any manner whatsoever due to any change in the constitution of the Seller or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC.

Witness : 1.

2.

(Authorised Signatory)

(Signed with stamp
& seal of the bank)