



**CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI – 110 003 TELEPHONE NO: 011-24362200**

E-TENDER NO: MMTC/CO/COMP/INTERNET/2015-16/3

Date: 25.11.2016

MMTC Limited Invites E-Tender from well-established and reputed firms having experience in providing & installing Internet Leased Line/RFLINK Connection including necessary Hardware at MMTC Limited, Corporate Office at Scope Complex, Core – 1, Lodhi Institutional area, New Delhi – 110003.

1.0 BACKGROUND – MMTC & MMTC NETWORK:

MMTC was established in 1963, and is today India's leading international trading company. It is the first international trading company of India to be given the coveted status "SUPER STAR TRADING HOUSE" and it is the first Public Sector Enterprise to be accorded the status of "GOLDEN SUPER STAR TRADING HOUSE" for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, and Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans more than 85 countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

Wide Area Network has been built up connecting the various regional offices all across the country through leased lines/SSL-VPN. 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 & configuration of the Security infrastructure;

2.0 ELIGIBILITY CRITERIA:

1. The bidder must be an Indian entity and registered in India as a partnership/proprietorship/Company under the Companies Act (2013).

Relevant supporting documents i.e. Copy of Certificate of Incorporation issued by Registrar of Companies, Article & Memorandum of Association/partnership deed, PAN Card., VAT/ Service Tax registration certificate to be submitted.

2. Bidder should have an annual average turnover equal to or more than Rs. Fifty (50) crore in the last three financial years 2013-14, 2014-15, 2015-16). (Copy of Audited annual accounts to be submitted).
3. The bidder (Internet Service Provider) must have a valid class 'A' category license from Government of India. (Copy of license to be submitted).

4. The bidder should have adequate bandwidth at the backend to provide the service. (Annexure-I)
5. The Internet connectivity to be provided through own International gateway having quality bandwidth. (Annexure-I)
6. Local peering within India with at least (1) other ISP. (Annexure-I)
7. The bidder should have fully resilient and self-healing networking architecture on fiber medium for domestic backbone up to international gateway in India. (Annexure-I)
8. The bidder should have solution for future scalability of bandwidth. (Annexure-I)
9. Bidder should have over 25 customers within Delhi.

(A list of clients including at least one public sector to which similar services have been provided in the past two years should be furnished with particulars like name of the organization, bandwidth supplied, contract start date, contract and date technology of the service (i.e. through Leased line/RF Link.) name, address & phone number of contact person.)

The documentary evidence in respect of all the above points will have to be provided along with Technical bid. Technical Bid not accompanied by documentary evidence are liable to be rejected.

3.0 SCOPE OF WORK:-

To provide & install Internet connection as per the following details:

- 1) 1:1 Symmetric 8 Mbps Internet Leased Line/RFLink with connection at 5th floor, Data Center MMTC Limited at Core-1, Scope Complex, Lodhi Road, New Delhi – 110 003. This includes setting up of last mile connectivity, supply & installation of necessary equipment, laying of cable up-to Ethernet Port with MMTC's existing Local Area Network. All necessary clearances shall be the sole responsibility of vendor. Vendors are advised to visit MMTC's Office at Lodhi Road, New Delhi to see the existing setup before submission of the offer.
- 2) Vendor will supply and install the necessary hardware and software for implementation & commissioning of the Internet connectivity.
- 3) Vendor shall provide 16 live IP address(es).
- 4) Vendor shall configure the new IP addresses and gateways on the existing MMTC router.
- 5) Building Permissions, entry pass to the location for delivery of Internet Leased Line, Hardware/Software and last mile to be managed by the vendor. MMTC Limited will not pay any charges for the same.
- 6) Service Level Agreement (SLA):

The bidder should provide support for trouble shooting on 24 x 7 x 365 basis so that the maximum availability of the internet connectivity is ensured

- 7) Uptime:
- a) 99.5% uptime on a 24 x 7 x 365 basis from MMTC terminal Point to ISP location.
 - b) Packet Loss: Maximum packet loss on a monthly basis shall not exceed 2% in 99.5% of instances.
- 8) Trouble Shooting:
- Bidder shall respond with a solution within one working hour of reporting of a problem and restore satisfactory operation within four working hours.
- 9) Service Review reports & S/W
- The bidder shall provide following reports on the WEB for reviewing service parameters
- 1. Actual Bandwidth
 - 2. Summary of usage on monthly basis.
 - 3. Monthly network bandwidth availability.
 - 4. Network latency report etc.
- 10) Network performance monitoring software (web based) shall be made available in MMTC premises at no extra cost

4.0 CONTRACT PERIOD:

The duration of contract shall be for a period of one (1) year from the date of commissioning of internet connectivity at 5th floor, Scope Complex, 7 Lodhi Road, New Delhi-110003. However, the same may be extended for a further period of two (2) years on the same terms and conditions subject to satisfactory performance by service provider.

5.0 IMPLEMENTATION PERIOD:

The implementation/commissioning shall be completed within (10) ten weeks from the date of work order.

6.0 LIQUIDATED DAMAGES: -

The timely execution of contract is essence of the work order. In the event of service provider's failure to deliver the material & internet services within the Implementation period, the liquidated damages are payable by them @ 2 % per week of the unexecuted order value subject to a maximum of total order value.

6.0 DELAY PENALTY:

If the bidder is not able to complete the implementation & commissioning of the internet services within the implementation period, a delay penalty of @ 1.0% of work order value per week will be imposed subject to maximum of 4%.

7.0 SERVICE & SUPPORT:

In case the down time is more than the specified limit, MMTC at its sole discretion, reserves the right to deduct Liquidity Damages amount monetarily in proportion of excess of down-time accumulated to its total time over to quarterly access charges at the end of a quarter. The counting of down time will begin from the moment the link goes down till revival of connection.

8.0 MAINTENANCE:

Complete maintenance of the Internet services up to MMTC premises (Ethernet port of central switch) shall be sole responsibility of the vendor.

INSTRUCTIONS TO BIDDERS: -

1.0 Earnest Money Deposit:

- a. A sum of Rs. 10,000/- (Rupees Ten Thousand only) has to be deposited by the bidders as Earnest Money Deposit in physical form in a separate envelope before due date of submission. The envelope should be superscribed "EMD for _____". The payment has to be made in form of Demand Draft/Pay Order drawn in favour of "MMTC Limited" and payable at New Delhi/Delhi. No other document to be submitted with EMD.
- b. EMD will be refunded to unsuccessful Bidders after award of the contract. Also the said earnest money deposit will be refunded to successful Bidder on signing of the Contract and after submission of Performance Guarantee in the form of Bank Guarantee and its confirmation from the issuing and next higher authority of the bank branch.
- c. No interest will be paid by MMTC on EMD.
- d. 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.
- e. Should the RFP be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.
- f. **MSME Exemption:** - The bidder under MSME category as per Govt. Of India Guidelines is exempted from submission of EMD. The bidder must submit a valid certificate from the authorized issuing authorities in physical form in a separate envelope. The envelope should be superscribed "EMD for _____".

2.0 E-Bid Submission:

The e-bid is to be submitted in two parts:

- (i) Technical Bid : The Technical bid consist of EMD, Annexure-I to IV,
- (ii) Commercial Bid : The Commercial Bid consist of Annexure-V

The Technical and Commercial bids must be submitted along with supporting documents as mentioned in this tender.

3.0 Commercial Terms:

- (i) The cost should be inclusive of all applicable Taxes and charges.
- (ii) The charges quoted in the Commercial Bid should be inclusive of all taxes, duties and expenses payable to any party or government with detail of taxes component. The bid to be inclusive of transportation cost, lodging/ boarding cost, out of pocket expense cost etc.
- (iii) Prices quoted in the Commercial Bid shall be firm and not subject to variation/escalation on any account whether statutory or otherwise. 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.

- (iv) 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 tender.
- (v) It is bidder's responsibility to take necessary approval from SCOPE authority for laying the cable in the premises and providing the internet connectivity.

4.0 Validity of bid:

The bidders shall keep valid their bids for 90 (ninety) days from the date of closing date of e- bid. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidder for a specified extension of the period of bid validity. The request and the response thereto shall be made in writing and will be binding on both the parties.

5.0 The bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Service provider's authorized official and will bind to the Service provider to the contract. The person or persons signing the bid shall sign all pages of the original bid, except for un-amended printed literatures.

6.0 Corrections: Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped. The Service provider shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

7.0 Amendments to bid information:

MMTC reserves the right to make revisions or amendments to this RFP prior to the closing date and time of the bid. Such revisions or amendments shall be announced by Corrigendum on MMTC's website at www.mmtclimited.com , CPPP portal at <https://eprocure.gov.in> and www.mmtc.eproc.in . The bid submitted by the Bidder shall take into account all such amendments/revisions. All corrigendum shall become integral part of this RFP.

8.0 Clarification of bidding documents:

Any Bidder requiring any clarification on the bid documents or clarification for existing IT infrastructure may notify MMTC in writing by **30.11.2016** MMTC shall respond in writing through post/email to any request for clarification, or by way of issuing corrigendum on MMTC's website at www.mmtclimited.com , CPPP portal at <https://eprocure.gov.in> and www.mmtc.eproc.in . All Corrigendum to this RFP shall be issued through above websites only. Bidders are advised to continuously visit our websites.

For any further Technical clarification, the bidder may contact Mr. Deepak Bartwal, Chief Manager(Systems) or Mr. Narendra Kumar, Manager (Systems), Email nkumar@mmtclimited.com, Phone 011-24381343/24381483.

9.0 Clarification from Bidders:

MMTC may seek clarification/s and supporting documents from bidder during the evaluation of technical bid.

10.0 Last Date of Submission of e-bid:

Technical and Commercial Bid must be submitted in **electronic form** not later than 1500 Hrs on or before 07-Dec-2016(Wednesday) on e-procurement portal <https://mmtc.eproc.in>. No bids will be accepted after tender deadline.

Bid submitted by any other mode will not be accepted.

The bidder must have class III digital signature certificate for e-bidding on e-procurement portal of MMTC. For any help/assistance the bidder is requested to contact following officials:

1. Shri Pankaj Kumar, Contact No. 9910433177 , emailed : pankaj.verma@c1india.com

SPECIAL TERMS & CONDITIONS FOR E-TENDER:

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.EPROC.IN](https://mmtc.eproc.in)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.
2. THE BIDDER SHOULD HAVE LEGALLY VALID **CLASS III DIGITAL SIGNATURE CERTIFICATE** FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDER SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.
4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 10.0 AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS 7.
6. VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.
7. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		
Contact Nos. +91-124-4302000 for helpdesk officers		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
Pankaj Kumar	Pankaj.verma@c1india.com	+91-9910433177

11.0 Opening of e-Bid:

The Technical e-bid will be opened in the presence of the authorized representative of the bidder at **15:30 hrs.** on 07-Dec-2016 (**Wednesday**) at MMTC, Corporate office, SCOPE Complex, Lodhi Road, New Delhi. The person intends to attend the opening should bring authorization letter for the same from the company.

The commercial e-bid will be opened for technically qualified bidder. The date and time of opening of commercial bid will be intimated in due course of time. The person attending the opening of commercial bid should bring authorization letter for the same from the company.

12.0 Acceptance of Bids:

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

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.

10.0 Bid Evaluation:

The technical bid will be evaluated for the bidders who have submitted the EMD in physical form before last date of submission. The commercial bid will be opened for technically qualified bidder.

11.0 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

12.0 Signing of the contract:

The successful Bidder shall be required to enter into a formal contract/agreement on non-judicial stamp paper. Within thirty days. from the date of the award of the Contract or within such extended period, as may be specified by MMTC

The successful bidder is also required to give acceptance of work order by signing the same and return a copy to MMTC within a week time from the date of the award of the Contract or within such extended period, as may be specified by MMTC.

13.0 Payment Terms:

- (i) 100% payment for one time fixed charges if any shall be released after successful installation and commissioning of the Internet Leased line/RFLink.
- (ii) The annual Internet Access charges will be paid half yearly provided the services are as per SLA.
- (iii) The above payment shall be released thru e-payment mode and only after: -
 - (a) Submission of performance guarantee in the form of Bank Guarantee as per Annexure-VI and its confirmation/verification from the issuing/next higher authority of bank branch which issued the same.
 - (b) Submission of vendor e-payment form as per annexure – VIII.
- (iv) No interest whatsoever, shall be payable by MMTC to bidder in any case.

14.0 Upgradation and Price Reduction:

- (i) Any up gradation in technology shall be made available to MMTC without any additional cost.
- (ii) If there is any trend of reduction in lease bandwidth charges in India as per TRAI guidelines/Government notification, proportionate reduction in rental charges shall be done for MMTC by the vendor.

15.0 Service Requirement: -All the hardware and software required for implementation of services shall be sole responsibility of the bidder.

14.0 Performance Guarantee: (As per Annexure-VI)

- 14.0.1 The successful bidder is required to submit a Performance Guarantee as per Purchaser's prescribed Performa on an appropriate value of stamp paper within a period of 30 days from the date of written notification of award to be made to the Bidder, calculated at the rate of ten percent (10%) on the work order value.
- 14.0.2 This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.
- 14.0.3 Keeping in view their net worth/NPS/Profitability, bank Guarantees issued by Nainital Bank Ltd and Dhanlaxmi Bank shall also not be accepted.
- 14.0.4 In case of Performance Guarantee from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial Bank, other than co-operative bank or Gramin bank or Nainital Bank or Dhanlaxmi Bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 14.0.5 Performance Guarantee shall be valid until the termination of the warranty period. 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. 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.

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.

15.0 Delays in the bidder's performance:

- (i) 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.
- (ii) 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 Penalty for server down time, and/or
 - (c) Termination of the Contract for default.

16.0 Termination:

Either Party may terminate the contract for cause if the other Party breaches this contract 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 contract, not less than thirty (30) 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 fifteen (15) 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

17.0 Termination for insolvency:

MMTC may at any time terminate the works order by giving written notice to the service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

18.0 Set Off: -Any sum of money due and payable to the supplier (including security deposit refundable to him) under this work order may be appropriated by MMTC and set off against any claim of MMTC.

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

18.0 Force Majure:

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

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

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration.

19.0 Arbitration: - Dispute Resolution

(a) Informal Dispute Resolution:

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

(b) Formal Dispute Resolution:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act - 1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties.

20.0 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.

21.0 Fraud Prevention Policy:

(a) Commitments of 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.com/>) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

- (i) 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.
- (ii) 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.
- (iii) 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) 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.
 - (iv) The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
 - (v) 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.
- (b) Disqualification from tender process and exclusion from future contracts : If the bidder(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)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- (c) Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to Clause 6.13.2, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

(TECHNICAL BID)**ANNEXURE- I****Eligibility Criteria**

S.No.	Eligibility Criteria	Compliance (Y/N)	Supporting Document attached (Y/N/NA)
1	The bidder must be an Indian entity and registered in India as a partnership/proprietorship/Company under the Companies Act (2013), with registered office in India. (Relevant supporting documents i.e. Copy of Certificate of Incorporation issued by Registrar of Companies, Article & Memorandum of Association/partnership deed, PAN Card., VAT/Service Tax registration certificate to be submitted.)		
2	Bidder should have an annual average turnover equal to or more than Rs. Fifty (50) crore in the last three financial years 2013-14, 2014-15, 2015-16). Copy of Audited annual accounts to be submitted. In case the audit for F.Y.2015-16 is not completed, certificate from CA must be submitted.		
3	The bidder (Internet Service Provider) must have a valid class 'A' category license from Government of India. (Copy of license to be submitted).		
4	The bidder should have adequate bandwidth at the backend to provide the service.(Annexure-I)		
5	The Internet connectivity to be provided through own International gateway having quality bandwidth. (Annexure-I)		
6	Local peering within India with at least (1) other ISP. (Annexure-I)		
7	The bidder should have fully resilient and self-healing networking architecture on fiber medium for domestic backbone up to international gateway in India. (Annexure-I)		
8	The bidder should have solution for future scalability of bandwidth. (Annexure-I)		
9	Bidder should have over 25 customers within Delhi (A list of clients including at least one public sector to which similar services have been provided in the past two years should be furnished with particulars like name of the organization, bandwidth supplied, contract start date, contract and date technology of the service (i.e. through Leased line/RF Link.) name, address & phone number of contact person.)		

The documentary evidence in respect of all the above points will have to be provided along with Technical bid. Technical Bid not accompanied by documentary evidence are liable to be rejected

Technical Requirement:

Sl.No.	Technical Requirement	Conformity as per Technical Requirement (Y/N)
1	Full 8 Mbps (1:1) Symmetric Bandwidth without any compression factor through Leased Line/RFLINK till MMTC existing Router	
2	The bidder shall provide 16 Nos. of live IP addresses.	
3	Vendor shall configure the new IP addresses and gateways on the existing MMTC router.	
4	All supplied equipment & SW shall be maintained by vendor, on-site for the entire period of contract. No charges shall be separately payable by MMTC. The bidder shall include all incidental costs for upkeep of equipment and license fee, if any in their bid.	
5	SLA : The bidder should provide support for trouble shooting on 24 x 7 x 365 basis so that the maximum availability of the internet connectivity is ensured	
6	Uptime : A) 99.5% uptime on a 24 x 7 x 365 basis from MMTC terminal Point to ISP location. B) Packet Loss: Maximum packet loss on a monthly basis shall not exceed 2% in 99.5% of instances.	
7	Trouble Shooting : Bidder shall respond with a solution within one working hour of reporting of a problem and restore satisfactory operation within four working hours	
8	Service Review reports & S/W The bidder shall provide following reports on the WEB for reviewing service parameters 1. Actual Bandwidth 2. Summary of usage on monthly basis. 3. Monthly network bandwidth availability. 4. Network latency report etc. Network performance monitoring software (web based) shall be made available in MMTC premises at no extra cost	

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

DECLARATION BY BIDDER

I hereby declare that :

- (a) Our Company/firm has not been blacklisted/banned//barred/terminated on account of non performance by any Central/State Government Department/quasi government agencies/Public Sector Undertaking/Govt.Authority.

Signature:
Name:
Designation:
Company/Firm

Date:

(TECHNICAL BID)

ANNEXURE- IV

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.

Date:

Place :

Signature:
Name:
Designation:
Company/Firm

COMMERCIAL BID

Code	Description	Total Cost in INR in figures (including all taxes, charges, levies, freight etc.)
A	Full 8 Mbps (1:1) Symmetric Bandwidth without any compression factor through Leased Line/RFLINK till Router	
A.1	One time Fixed Charges as detailed in Technical requirement at Annexure – I. if any	
A.2	Annual charges as detailed in Technical requirement at Annexure – I	
	Grand Total	

Costs should be indicated clearly.

1. The prices indicated by the bidder should be inclusive of all expenses.
2. The service provider must ensure that benefits announced by TRAI from time-to-time are passed on to MMTC.

ANNEXURE-VI

Performance Guarantee Performs. (Rs. 100 Non Judicial Paper)

No. _____
Date _____

To,
MMTC Limited,
Core-1, 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-1. 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 Internet Leased line/RF link and related 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 up to _____ 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 Internet Leased line/RF Link and related hardware 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 of 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 daring 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 has 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 dining its currency except with the previous consent in writing from MMTC,

Witness: 1. _____
2. _____

(Authorized Signatory)
(Signed with stamp & seal, of the bank)

BIDDER'S DETAIL

 <p>एम एम टी सी लिमिटेड भारत सरकार का उपक्रम MMTC LIMITED A GOVT. OF INDIA ENTERPRISE FORM 'C' <i>touching lives, adding value</i></p>
CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI – 110 003 TELPHONE NO: 011-24362200 ext 1343 & 1347, 011-24361560/1590

Tender No.	
Subject	
COMPANY DETAILS	
COMPANY NAME	
REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
BIDDER TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Name of the company with stamp

PROFORMA
Details to be furnished on Vendor / Customer Letter Head

Vendor Code _____

The banking / Account Details are as furnished below: -

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

1. Bank Account No. _____
2. RTGS/NEFT IFSC Code _____
3. Bank Name _____
4. Bank Branch Name _____

5. Branch Code _____
6. Account Type _____
 (Saving/Current) (SA/CA)
7. E-mail ID (If any) of Vendor _____

A blank cancelled cheque has been enclosed herewith

Thanking You,

Certified by Bank regarding Banking details

(Vendor's Signature & Seal)
 official)

(Bank Seal & Signature of Bank
 official)

INTEGRITY PACT

BETWEEN MMTC LIMITED HEREINAFTER, REFERRED TO AS “MMTC”,

AND

**..... HEREINAFTER REFERRED TO AS “THE
BUYER/VENDOR/BIDDER”**

PREAMBLE

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;

WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

IN ORDER TO ACHIEVE THE GOALS, MMTC MAY APPOINT AN INDEPENDENT EXTERNAL MONITOR (IEM), WHO WILL MONITOR THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND THE EXECUTION OF THE CONTRACT FOR COMPLIANCE WITH THE PRINCIPLES MENTIONED ABOVE.

SECTION 1 – COMMITMENTS OF MMTC

1. MMTC COMMITS ITSELF TO TAKE ALL NECESSARY MEASURES TO PREVENT CORRUPTION AND TO OBSERVE THE FOLLOWING PRINCIPLES:

A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.

C) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/EAUCTION/E-SALE/ SALE/PURCHASE PROCESS OR THE

CONTRACT EXECUTION. C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

3. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS AND DURING THE CONTRACT EXECUTION.

A) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF MMTC'S EMPLOYEES INVOLVED IN THE TENDER/AUCTION/EAUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR NON-MATERIAL 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 BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT ENTER WITH OTHER BUYER(S) INTO ANY ILLEGAL 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 BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S) /VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION OR PERSONAL GAIN, OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.

D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY, THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.

E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.

2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.

IF THE BUYER(S)/VENDOR(S)/BIDDER(S), BEFORE AWARD OF CONTRACT, HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO DISQUALIFY THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR TO TERMINATE THE CONTRACT, IF ALREADY SIGNED, FOR SUCH REASON.

A) IF THE BUYER(S)/VENDOR(S)/BIDDER(S) HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, MMTC IS ENTITLED TO ALSO EXCLUDE THE BUYER(S)/VENDOR(S)/BIDDER(S) FROM THE FUTURE CONTRACT AWARD PROCESSES. THE IMPOSITION AND DURATION OF THE EXCLUSION WILL BE DETERMINED BY THE SEVERITY OF THE TRANSGRESSION. THE SEVERITY WILL BE DETERMINED BY THE CIRCUMSTANCES OF THE CASE, IN PARTICULAR THE NUMBER OF TRANSGRESSION, THE POSITION OF THE TRANSGRESSORS WITHIN THE COMPANY, HIERARCHY OF THE BUYER AND THE AMOUNT OF THE DAMAGE. THE EXCLUSION WILL BE IMPOSED FOR A MINIMUM OF 6 MONTHS AND MAXIMUM OF 3 YEARS.

B) IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT HE HAS RESTORED/RECOUPED THE DAMAGE CAUSED BY HIM AND HAS INSTALLED A SUITABLE CORRUPTION PREVENTION SYSTEM, MMTC MAY AT ITS SOLE DISCRETION REVOKE THE EXCLUSION PREMATURELY.

D) A TRANSGRESSION IS CONSIDERED TO HAVE OCCURRED IF IN LIGHT OF AVAILABLE EVIDENCE, NO REASONABLE DOUBT IS POSSIBLE.

SECTION 4 – COMPENSATION FOR DAMAGES

1. IF MMTC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/ESALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MMTC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.

2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FROM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.

3. IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF LIQUIDATED DAMAGES, THE BUYER(S) /VENDOR(S)/BIDDER(S) MAY COMPENSATE ONLY THE DAMAGE IN THE AMOUNT PROVED. IF MMTC CAN PROVE THAT THE AMOUNT OF THE DAMAGE CAUSED BY THE DISQUALIFICATION OF THE BUYER(S)/VENDOR(S)/BIDDER(S) BEFORE CONTRACT AWARD OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD IS HIGHER THAN THE AMOUNT OF THE LIQUIDATED DAMAGES, IT IS ENTITLED TO CLAIM COMPENSATION FOR THE HIGHER AMOUNT OF THE DAMAGES.

SECTION 5 – PREVIOUS TRANSGRESSION

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) TO DECLARE THAT NO PREVIOUS TRANSGRESSIONS OCCURRED IN THE LAST 3 YEARS WITH ANY OTHER COMPANY IN ANY COUNTRY CONFORMING TO THE ANTICORRUPTION APPROACH OR WITH ANY OTHER PUBLIC SECTOR ENTERPRISE IN INDIA THAT COULD JUSTIFY HIS EXCLUSION FROM THE TENDER PROCESS.

2. IF THE BIDDER MAKES INCORRECT STATEMENT ON THIS SUBJECT, HE CAN BE DISQUALIFIED FROM THE TENDER PROCESS OR THE CONTRACT, IF ALREADY AWARDED AND CAN BE TERMINATED FOR SUCH REASON.

SECTION 6 – EQUAL TREATMENT OF ALL BUYER(S) /VENDOR(S)/BIDDER(S)

1. MMTC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.

2. MMTC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/ BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/ VENDOR(S)/ BIDDER(S)

IF MMTC OBTAINS KNOWLEDGE OF CONDUCT OF BUYER(S)/VENDOR(S)/BIDDER(S) OR OF AN EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF BUYER(S)/VENDOR(S)/BIDDER(S),

WHICH CONSTITUTES CORRUPTION, OR IF MMTC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

1. MMTC APPOINTS COMPETENT AND CREDIBLE INDEPENDENT EXTERNAL MONITOR (IEM) FOR THIS PACT. THE TASK OF THE IEM IS TO REVIEW INDEPENDENTLY AND OBJECTIVELY, WHETHER AND TO WHAT EXTENT THE PARTIES COMPLY WITH THE OBLIGATIONS UNDER THIS AGREEMENT.
2. THE IEM IS NOT SUBJECT TO INSTRUCTIONS BY THE REPRESENTATIVES OF THE PARTIES AND PERFORMS HIS FUNCTIONS NEUTRALLY AND INDEPENDENTLY. HE REPORTS TO THE CMD, MMTC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/ PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S) /BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/ VENDOR(S)/ BIDDER(S) WITH CONFIDENTIALITY.
4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.
5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NONBINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.
6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED

IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.

8.THE WORD "IEM" WOULD INCLUDE BOTH SINGULAR AND PLURAL.

SECTION 9 – PACT DURATION

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.

2.IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

SECTION 10 – OTHER PROVISIONS

1. THIS AGREEMENT IS SUBJECT TO INDIAN LAW, PLACE OF PERFORMANCE AND JURISDICTION IS THE REGISTERED OFFICE OF MMTC, I.E. NEW DELHI.

2. CHANGES AND SUPPLEMENTS AS WELL AS TERMINATION NOTICES NEED TO BE MADE IN WRITING. SIDE AGREEMENTS HAVE NOT BEEN MADE.

3. IF THE VENDOR IS A PARTNERSHIP OR A CONSORTIUM, THIS AGREEMENT MUST BE SIGNED BY ALL PARTNERS OR CONSORTIUM MEMBERS.

4.SHOULD ONE OR SEVERAL PROVISIONS OF THIS AGREEMENT TURN OUT TO BE INVALID, THE REMAINDER OF THIS AGREEMENT REMAINS VALID. IN THIS CASE, THE PARTIES WILL STRIVE TO COME TO AN AGREEMENT TO THEIR ORIGINAL INTENTIONS.

(FOR & ON BEHALF OF MMTC)
(OFFICE SEAL)

(FOR & ON BEHALF OF BUYER/ VENDOR/BIDDER)
(OFFICE SEAL)

PLACE: _____

DATE: _____

WITNESS 1 : _____

WITNESS 2 : _____

NAME: _____

NAME _____

ADDRESS: _____

ADDRESS _____