



**Regional office, MMTC Limited, 7th floor, Alope Bharati Complex,  
Sahidnagar, Bhubaneswar - 751007**

**E-TENDER NO: MMTC/BBSR/COMP/INTERNET/2015-16/02**

**Date: 18-03-2016**

MMTC Limited invites Tender from well-established and reputed firms having experience in providing & installing 1:1 DIA 6Mbps Symmetric Internet Leased Line/RFLINK Connection including necessary Hardware at MMTC Limited, 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007.

Tender Number	TENDER NO : MMTC/BBSR/COMP/INTERNET/2015-16/02
Earnest Money	Rs. 20,000/- in form of a crossed banker's cheque/Bank Draft favoring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Bhubaneswar . Earnest Money to be deposited along with the Technical bid
Start Date for Tender document download	18.03.2016, 17:00 Hrs., Friday
Last Date and Time for Receipts of Tender offers	12.04.2016, 13:00 Hrs., Tuesday.
Tender Opening	12.04.2016, 15:30 Hrs. Tuesday at MMTC Limited, 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007
Completion period for installation and commissioning of internet services	Within one month from the date of award of contract.

**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:

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

### **ELIGIBILITY CRITERIA:**

- 1 The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, and Service Tax Registration should be submitted.
- 2 The bidder (Internet Service Provider) must have a valid class 'A' category ISP license from Department of Telecommunications, Government of India.
- 3 The bidder should have a turnover of atleast Rs.500 Crore in the last financial year or FY 2014-15. (Audited Financial Statement to be enclosed).
- 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 upto international gateway in India. (Annexure-I)
- 8 The bidder should have solution for future scalability of bandwidth. (Annexure-I)
- 9 Bidder must submit all forms (Form A1, Form A2, Form A3) with technical bid.
- 10 Bidder should never have been blacklisted in any government department/PSU etc.

**The bid not supported by relevant documents is liable to be rejected. Annual audited Financial Statement to be submitted.**

### **SCOPE OF WORK:-**

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

- 1) **1:1 DIA Symmetric 6 Mbps Internet Lease Line/RF Link with STATIC IP connection at 7<sup>th</sup> floor, System Division MMTC Limited, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007.** 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 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007.to see the existing setup before submission their offer.
- 2) Vendor will supply and install the necessary hardware and software for implementation & commissioning of the Internet connectivity.
- 3) Vendor shall provide 8 live IP address.
- 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.

**Please refer to Annexure – I for technical specification (Technical-Bid) & details of works, Annexure – II for Commercial Bid & Annexure III for Performance Guarantee Performa (PG).**

## **INSTRUCTIONS TO BIDDERS:-**

### **1.0 INSTRUCTIONS TO BIDDERS**

#### **1.1 General**

- 1.1.1 The bid shall be submitted in two parts. Technical bid to be submitted in physical form where as Commercial bid to be submitted electronically at MMTC's e-tendering portal <https://mmtc.eproc.in>.
- 1.1.2 MMTC reserves the right to revise or alter the scope of work before acceptance of any bid.

#### **1.2 Documents to be attached with the Technical Bid**

- 1.2.1 Duly filled-in Form - A1, Form – A2, Form - A3 of ANNEXURE – I along with supporting documents.
- 1.2.2 **Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand only).**

#### **1.3 Technical Evaluation Criterion**

- 1.3.1 The Bidder should fulfill the all the criterion laid out in Eligibility Criterion.
- 1.3.2 The Bidder should submit all the documents to be enclosed with the Technical Bid.
- 1.3.3 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.

#### **1.4 Documents to be enclosed with the commercial bid**

- 1.4.1 The Bidder shall give the Commercial Bid in Form-B1 of ANNEXURE-II.
- 1.4.2 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. Statements such as "Taxes as applicable" will not be entertained. The bid to be inclusive of transportation cost, lodging/ boarding cost, out of pocket expense cost etc. (if any). In short, charges to be quoted in totality and No extra amount would be payable under any circumstances and should cover entire scope of work.

#### **1.5 Earnest Money Deposit to be submitted in physical form and should reach MMTC, Bhubaneswar *on or before 12.04.2016 (Tuesday), 1300 Hrs.***

#### **1.6 The Technical bid will be opened in the presence of the authorized representative of the bidder on **12.04.2016 (Tuesday) 15:30 Hrs.** at MMTC Limited, 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007.. The person intend to attend the opening should bring authorization letter for the same from the company.**

#### **1.7 Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this tender, 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 tender.**

#### **1.8 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 tender.

#### **1.9 Amendments to bid information:** MMTC reserves the right to make revisions or amendments to this tender prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda or corrigendum. In such case, the addendum may include an announcement of the new closing date for the submission of offers. The bid submitted by the bidder shall take into account all such amendments/revisions.

## **1.10 Prices**

- 1.10.1 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 tender. Part bid for any services will not be accepted and are liable to be rejected.
- 1.10.2 The price quoted by the bidder shall remain firm & will not be subject to escalation of any description whether statutory or otherwise. In short, charges to be quoted in totality and No extra amount would be payable under any circumstances.

**1.11 Validity:** The bidders shall hold valid their bids for 90 (Ninety) days from the closing date for the e-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.

## **1.12 Earnest Money Deposit**

- 1.12.1 The Bidder shall furnish an **Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand only)** along with the Technical Bid.
  - 1.12.2 The EMD shall be in the form of a bank draft/Bankers Cheque favouring “MMTC Limited” drawn on any Nationalized Bank or first class International bank payable at Bhubaneswar.
  - 1.12.3 Technical Bid not secured by EMD will be rejected by MMTC.
  - 1.12.4 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.
  - 1.12.5 No interest will be payable by MMTC on EMD.
  - 1.12.6 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.
  - 1.12.7 Should the tender be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.
- 1.13 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.
- 1.14 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.
- 1.15 Corrections: Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.
- 1.16 Bid Evaluation: Bids received and accepted after fulfilling the terms and conditions of this tender, will be evaluated to ascertain the best and lowest evaluated bid in the interest of MMTC.
- 1.17 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.
- 1.18 Bid Currency:** All costs and charges related to the bid shall be expressed in Indian Rupees only.
- ## **1.19 Opening of Bids**
- 1.19.1 The bids will be accepted up to the date and time as specified in the tender document.
  - 1.19.2 No bids will be accepted after tender deadline.
  - 1.19.3 After technical evaluation, the Commercial bids of only those technically qualified will be taken up for further price valuation.
  - 1.19.4 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.
- 1.20 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. 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.

- 1.21 CONTRACT PERIOD:** This contract between MMTC and vendor shall be valid for a period of three year from the date of successful implementation of the Internet connectivity. The same may be renewed after three years for further period of two year with mutually agreed terms & conditions/rates, if the services provided are satisfactory
- 1.22 IMPLEMENTATION PERIOD:** The complete implementation will be done within one month from the date of work order. If the implementation & commissioning of internet services is not completed by one month, the order will be cancelled and all the payments terms from MMTC, shall stand abrogated.
- 1.23 SERVICE & SUPPORT:**
- 1.23.1 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.
- 1.24 MAINTENANCE: Complete maintenance of the Internet services up to MMTC premises (Ethernet port of central switch) shall be sole responsibility of the vendor.**
- 1.25 TERMINATION FOR DEFAULT**
- 1.25.1 The Purchaser may, without prejudice to any other remedy for breach of purchase order/ work order, by written notice of default, sent to the supplier, terminate this Purchase order/ work order in whole or in part.
- 1.25.1 If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Purchase order/ work order, or any extension thereof granted by the Purchaser.
- 1.25.3 If the Supplier fails to perform any other obligation(s) under the Purchase order/ work order; and
- 1.25.4 If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 1.25.5 In the event of Purchaser terminates the Purchase order/ work order in whole or in part, pursuant to the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the Supplier shall continue performance of the Purchase order/ work order to the extent not terminated.
- 1.26 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.
- 1.27 PERFORMANCE GUARANTEE:-**
- 1.27.1 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 10 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 ordered value. This will be issued by a scheduled commercial bank other than Co-operative bank or Gramin bank, having net worth of atleast Rs. 500 crore and capital adequacy ratio of 9%, valid until the termination of the warranty period. 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 Bhubaneswar within banking hours on the date of presentation.
- 1.28 WARRANTY:** -The hardware supplied by the service provider will be under on site comprehensive warranty for period of contract.
- 1.29 PAYMENT TERMS:-**
- 1.29.1 The annual Internet Access charges will be paid after every quarter provided the services are as per SLA.
- 1.29.2 100% payment for one time fixed charges if any after successful installation and commissioning of the Internet Leased line/RF LINK and receipt and confirmation of performance guarantee as per clause 1.27.
- 1.30 UPGADATION AND PRICE REDUCTION:-**
- 1.30.1 Any up gradation in technology shall be made available to MMTC without any additional cost.
- 1.30.2 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.

- 1.31 SERVICE REQUIREMENT:** -All the hardware and software required for implementation of services shall be sole responsibility of the bidder.
- 1.32. SERVICE LEVEL AGREEMENT:** -Vendor shall sign a service level agreement with MMTC ensuring the link availability and throughputs including the last mile at MMTC.
- 1.33. 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.
- 1.34 LIQUIDATED DAMAGES:-**The timely execution of contract is essence of the work order In the event of supplier's failure to deliver the material & services within the stipulated delivery period, the liquidated damages are payable by them @ 2 % per week of the unexecuted order value subject to a maximum of total order value.
- 1.35 FORCE MAJEURE:**
- 1.35.1 If 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 Gods 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 fulfilment 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.
- 1.35.2 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.
- 1.35.3 The party which is unable to fulfil its obligations under the present contract must within 30 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 be above circumstances and their duration.
- 1.36 ARBITRATION – DISPUTE RESOLUTION:-**
- 1.36.1 Informal Dispute Resolution
- The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavours. 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.
- 1.36.2 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 in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue shall be in Bhubaneswar.
- 1.37 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.



**TECHNICAL BID****FORM 'A1'****Internet Connectivity**

Sl.No.	Technical Requirement	Conformity as per Technical Requirement (Y/N)
1.	Technical Parameters	
1.1	<b>Full 6 Mbps (1:1) DIA Bandwidth without any compression factor through OFC Symmetric Leased Line/RF till MMTC existing Router</b>	
1.2	The bidder (Internet Service Provider) must have a valid class 'A' category ISP license from Department of Telecommunications, Government of India	
1.3	The bidder should have a turnover of atleast Rs.500 Crore in the last financial year or FY 2014-15. (Audited Financial Statement to be enclosed).	
1.4	The bidder should have adequate bandwidth at the backend to provide the service.	
1.5	The Internet connectivity to be provided through own International gateway having quality bandwidth.	
1.6	Local peering within India with at least (1) other ISP.	
1.7	The bidder should have fully resilient and self-healing networking architecture on fiber medium for domestic backbone upto international gateway in India.	
1.8	The bidder should have solution for future scalability of bandwidth.	
1.9	The bidder shall provide 8 Nos. of live IP addresses.	
1.10	Vendor shall configure the new IP addresses and gateways on the router.	
1.11	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.	

<b>2.</b>	<b>SERVICE LEVEL AGREEMENT (SLA)</b>	Conformity as per Technical Requirement (Y/N)
2.1	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	
<b>3</b>	<b>Uptime</b>	
3.1	99.5% uptime on a 24 x 7 x 365 basis from MMTC terminal Point to ISP location.	
3.2	Packet Loss: Maximum packet loss on a monthly basis shall not exceed 2% in 99.5% of instances.	
<b>4.</b>	<b>Trouble Shooting</b>	
4.1	Bidder shall respond with a solution within one working hour of reporting of a problem and restore satisfactory operation within four working hours.	
4.2	Service Review reports & S/W	
4.3	The bidder shall provide following reports on the WEB for reviewing service parameters <ul style="list-style-type: none"> <li>1. Actual Bandwidth</li> <li>2. Summary of usage on monthly basis.</li> <li>3. Monthly network bandwidth availability.</li> <li>4. Network latency report etc.</li> <li>5. Network performance monitoring software (web based) shall be made available in MMTC premises at no extra cost</li> </ul>	
<b>5.</b>	<b>Credibility Terms</b>	
5.1	Bidder should have over 25 customer within Bhubaneswar	

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

**TECHNICAL Bid**

**FORM 'A2'**

**TERMS AND CONDITIONS AS AGREED**

Our Company/Firm is agreeable to the terms and conditions of the RFP. A copy of the same duly signed by us is attached.

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:

**TECHNICAL Bid****FORM “A3”**

 <p>एम एम टी सी लिमिटेड भारत सरकार का उपक्रम <b>MMTC</b> LIMITED A GOVT. OF INDIA ENTERPRISE <b>FORM ‘C’ touching lives, adding value</b></p>
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**Regional office, MMTC Limited, 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007., TELPHONE NO: 0674-2543331.**

Tender No.	
Subject	
<b>COMPANY DETAILS</b>	
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	
<b>CONTACT DETAILS</b>	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

**Name of the company with stamp**

**COMMERCIAL BID**

(FORM "B1")

**Price schedule form**

<b>Code</b>	<b>Description</b>	<b>Total Cost in INR in figures (including all taxes, charges, levies, freight etc.)</b>
<b>A</b>	<b>Full 6 Mbps (1:1) DIA Symmetric Bandwidth without any compression factor through OFC</b>	
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	

**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.

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

No. \_\_\_\_\_  
Date \_\_\_\_\_

To,  
MMTC Limited,  
4th floor, NIC Bldg,  
8, India Exchange Place,  
Bhubaneswar – 700001

WHEREAS \_\_\_\_\_, (supplier name & address) (here inafter referred to as the Seller) have entered into a contract with M/s., MMTC Limited, 7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007. \_\_\_\_\_, (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 hereinto 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 power 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 latter or thing whatsoever, which under the law relating to the sureties would, but for this provision have the effect of relieving us.

We, \_\_\_\_\_ (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, \_\_\_\_\_ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said seller in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and that the said Seller 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 during its currency except with the previous consent in writing from MMTC,

Witness: 1. \_\_\_\_\_  
2. \_\_\_\_\_

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