

TENDER NO: MMTC/HYD/COMP/INTERNET/2016-17/1

Sealed tenders are invited by MMTC Limited, Hyderabad from well-established and reputed firms having experience in providing & installation of Internet Connection & Necessary Hardware for MMTC Limited, 9-1-76 to 77/1/B, 3rd Floor, S.D.Road, Secunderabad - 500003.

Tender Number	TENDER NO : MMTC/HYD/COMP/INTERNET/2016-17/1
Earnest Money	Rs. 10,000/- 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 Secunderabad . Earnest Money to be deposited along with the Technical bid
Bid Submission	Latest By 16.06.2016 1500 Hrs at MMTC Limited, 9-1-76 to 77/1/B, 3 rd Floor, S.D.Road, Secunderabad - 500003.
Tender Opening	16.06.2016 1530 Hrs at MMTC Limited, 9-1-76 to 77/1/B, 3 rd Floor, S.D.Road, Secunderabad - 500003.
Completion period for installation and commissioning of internet services	Within 30 days from the date of award.

If the tender opening date happens to be a holiday, the date for Bid submission & Tender opening shall be shifted to the next working day in the same manner.

SCOPE OF WORK

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

- 1) **Supply of (1:1) a Symmetric 4 Mbps** Internet Leased Line **with connection at** MMTC Limited, 9-1-76 to 77/1/B, 3rd Floor, S.D.Road, Secunderabad - 500003. 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 S.D. Road, Secunderabad 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 & details of works. Annexure – II for special terms & conditions, Annexure III for price schedule form and Annexure IV for Performance Guarantee Performa (PG).

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 'A' category license from Government of India.
- 3 Bidder should be financially sound i.e. it must have made profits in the preceding last three (3) years. (2013-14, 2014-15, 2015-16)(Audited annual accounts copy 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 It has 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)

Supporting document for the aforesaid eligibility criteria should be submitted along with the bid or else the bid will be summarily rejected.

Instructions to Bidders

1. The bid should be submitted in a sealed cover superscribing the Tender No and Date in the tender box placed at below address. It should be submitted at the following address before due date and time. **Bids submitted through FAX/Telex will not be accepted.**

MMTC Limited,
9-1-76 to 77/1/B,
3rd Floor,
S.D.Road,
Secunderabad - 500003.
Ph No. 040-27725423
Email: mohitkhanna@mmtclimited.com

2. The quotation shall be submitted in two parts, Technical and Commercial and must be sealed in two separate envelopes clearly marked as “TECHNICAL BID” and “COMMERCIAL BID”. These two sealed envelopes need to be enclosed in one sealed envelope/cover. The EMD DD/Pay order must form part of Technical quotation envelope.
3. Bids will be opened on the due date and time in the presence of bidders with authorization letter.
4. The prices quoted shall be firm and no revision of prices will be entertained after the quotation is opened.
5. The successful bidder will have to deposit a Performance Bank Guarantee (PBG) of 10% value of contract in MMTC format valid for a **period of 90** days beyond the expiry of the validity of contract. The PBG will be refunded after the expiry of contract period after deducting any amount due to MMTC and on satisfying itself that the contract has been completed satisfactorily.
6. During the course of contract period, any loss to MMTC property will be deducted from the bills.
7. EMD of Rs.10, 000/- to be submitted in the form of Demand Draft payable to MMTC Ltd. At Secunderabad along with bid.
8. Bids received after the due date & time will not be opened and will be summarily rejected.
9. 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.) name, address & phone number of contract person.
10. 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.
11. 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.
 12. 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.
 13. Validity: The bidders shall hold valid their bids for 90 (Ninety) 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.
 14. Earnest Money Deposit : The Bidder shall furnish an Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) along with the Bid. 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 Secunderabad. Technical Bid not secured by EMD will be rejected by MMTC. 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. No interest will be payable by MMTC on EMD. 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. Should the tender be withdrawn or cancelled by MMTC, which MMTC has right to cancel any time, EMD will be refunded.
 15. 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.
 16. Corrections: Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.
 17. 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.

Terms & Conditions

1 Contract Period

1.1 This contract between MMTC and vendor shall be valid for a period of one year from the date of successful implementation of the Internet connectivity. The same may be renewed annually for further period of two year on same terms & conditions/rates, if the services provided are satisfactory

2. Implementation Period

2.1 The complete implementation will be done within 30 days from the date to be intimated in writing by MMTC to vendor. If the implementation & commissioning of internet services is not completed by the end of 30 days from date of purchase order, the order will be cancelled and all the payments terms from MMTC, shall stand abrogated.

3. SERVICE & SUPPORT

3.1 Vendor shall provide 24x7x365 service.

3.2 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.

4. MAINTENANCE

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

5. TERMINATION FOR DEFAULT

5.1 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.

5.2 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.

5.3 If the Supplier fails to perform any other obligation(s) under the Purchase order/work order; and

5.4 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.

5.5 In the event of Purchaser terminates the purchase order/work order in whole or in part, pursuant to paragraph 6.1 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.

6. SET OFF

6.1 Any sum of money due and payable to the supplier (including security deposit refundable to him) under this purchase order/work order may be appropriated by the purchaser or any other person or persons purchase order/work ordering through the purchaser and set off the same against any claim of the Purchaser or such other person or persons for payment of a sum of money arising out of this purchase order/work order or under any other purchase order/work order made by the supplier with the Purchaser or such other person or persons purchase order/work ordering through purchaser.

7. PERFORMANCE GUARANTEE

7.1 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. No purchase order/work order shall be executed prior to submission of the required Performance Guarantee. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder. Such Performance Guarantee shall be valid until such date as the delivery of the services has been completely effected and the warranty period has expired. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in Secunderabad 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.

8. COMPLETION PERIOD:

The job completion period must be specified by the bidder but must not exceed 30 days from the date of P.O. MMTC shall provide permissions / Right of Way to areas under control of MMTC only. Bidder shall be required to obtain all other required permissions from the concerned authorities on the basis of PO at no cost to MMTC

9. WARRANTY

9.1 The hardware to be supplied by the service provider will be under on site comprehensive warranty for a minimum period of 12 months from date of installation or 15 months from the date of supply, which ever is earlier.

10. PAYMENT TERMS:

- 10.1 The annual Internet Access charges will be paid after every six-month provided the services are as per SLA.
- 10.2 100% payment for hardware and one time fixed charges if any after successful installation and commissioning of the Leased line.

11. UPGRADATION AND PRICE REDUCTION

- 11.1 Any up gradation in technology shall be made available to MMTC without any additional cost.
- 11.2 If there is any trend of reduction in lease bandwidth charges in India, proportionate reduction in rental charges shall be done for MMTC by the vendor.

12. SERVICE REQUIREMENT

- 134. All the hardware and software required for implementation of services shall be sole responsibility of the bidder.

14. SERVICE LEVEL AGREEMENT

- 15. Vendor shall undertake to sign a service level agreement with MMTC ensuring the link availability and throughputs including the last mile at MMTC.

16. INDEMNITY:

- 17. 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, therefrom.

18. LIQUIDATED DAMAGES:

- 18.1 The timely delivery of the material is essence of the purchase order/work order In the event of supplier's failure to deliver the material within the stipulated delivery period, the liquidated damages are payable by them @ 2 % per week of the unexecuted order value subject to a maximum of total order value.

19. FORCE MAJEURE:

- 19.1 If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility,

military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government(including but not restricted to prohibitions of 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.

19.2 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.

19.3 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 the above circumstances and their duration

20 Arbitration - Dispute Resolution

20.1 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.

20.2 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.

ANNEXURE-I

TECHNICAL REQUIREMENT

Internet Connectivity

Sl.No.	Technical Requirement	Conformity as per Technical Requirement (Y/N)	Indicate deviation, if any
A.	Technical Parameters		
1.1	Full 4 Mbps (1:1) a Symmetric Bandwidth without any compression factor through OFC Leased Line till Router		
1.2	The bidder (Internet Service Provider) must have a valid 'A' category license from Government of India		
1.3	Bidder should be financially sound i.e. it must have made profits in the preceding last three (3) years. (2013-14, 2014-15, 2015-16)(Audited annual accounts copy to be submitted).		
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	It has 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.		
2.0	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.		
2.1	A list of clients including at least one public sector to which similar services have been provided in the past two years		

	SERVICE LEVEL AGREEMENT (SLA)	Conformity as per Technical Requirement (Y/N)	Indicate deviation, if any
B	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		
C	Uptime		
1.1	99.5% uptime on a 24 x 7 x 365 basis from MMTC terminal Point to ISP location. Deduction shall be made from quarterly charges on pro-data basis for connectivity down time beyond 2% during the quarter.		
1.2	Packet Loss: Maximum packet loss on a monthly basis shall not exceed 2% in 99.5% of instances.		
D	Trouble Shooting		
1.1	Bidder shall respond with a solution within one working hour of reporting of a problem and restore satisfactory operation within four working hours.		
E	Service Review reports & S/W		
1.1	The bidder shall provide following reports on the WEB for reviewing service parameters. <ul style="list-style-type: none"> 1. Actual Bandwidth 2. Summary of usage on monthly basis. 3. Monthly network bandwidth availability. 4. Network latency report etc. 5. Network performance monitoring software (web based) shall be made available in MMTC premises at no extra cost 		
F	Credibility Terms		
1.1	Bidder should have over 5 customer within Secunderabad /Hyderabad		

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

TECHNICAL Bid

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:

ANNEXURE-III

(Financial Bid)

Price schedule form

Code	Description	Total Cost in INR in figures (including all taxes, charges, levies, freight etc).	Cost in INR in Words (including all taxes, charges, levies, freight etc).
A	Full 4 Mbps (1:1) Symmetric Bandwidth without any compression factor through Leased Line till Router		
A.1	One time Fixed Charges as detailed in Technical requirement at Annexure – I.		
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.

ANNEXURE-IV

Performance Guarantee Performa. (On Rs. 100 Non Judicial Paper)

No. _____.

Date _____.

To
MMTC Limited
9-1-76 to 77/1/B,
3rd Floor,
S.D.Road,
Secunderabad - 500003.

WHEREAS _____ (supplier name & address) (here in after referred to as the Seller) have entered into a contract with M/S. MMTC Limited, 9-1-76 to 77/1/B, 3rd Floor, S.D.Road, Secunderabad - 500003(hereinafter called the "MMTC") bearing Contract No. dated _____ for the supply/installation of (Items) for a value of Rs. _____ (total purchase order value) (Rupees (in words) and whereas the Seller has agreed to supply the computer hardware/software/services strictly as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. _____ dated _____.

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

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

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

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

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

Witness : 1.
2.

(Authorised Signatory)

(Signed with stamp &
seal of the bank)