

MAHANAGAR TELEPHONE NIGAM LIMITED
(A Government of India Enterprise)



TENDER DOCUMENT FOR PROCUREMENT
OF
Round Shape Twisted Self Supporting Drop Wire (0.5mm)

**T. E. No: AGM (MPL)/ Round Shape Twisted S.S. Drop Wire /2018-
19/02**

Cost of Tender Document

Rs. 2000/- + GST @ 18% = Rs. 2360 /-each set

**O/o AGM (MPL), C.S.D. COMPOUND, NETAJI NAGAR, NEW DELHI-
110023**

INSTRUCTIONS TO BIDDERS

The tender shall be submitted through Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> developed by National Informatics Centre (NIC), Ministry of Electronics & Information Technology, GOI. Your offer complete in all respects as per enclosed documents must be submitted latest by **15.00 Hrs** of -----.

“Bidders are advised to familiarize themselves adequately with the above e-procurement Portal, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.”

The “Instructions to Bidder” and “General (Commercial) Conditions” are applicable for this Tender. However, the clauses mentioned in the “Special Conditions” & “Technical Specifications” will supersede the General (Commercial) Conditions, wherever there is a conflict.

Tender bids shall be opened on line at 12.00 Hrs. on next day i.e. -- -----. The representatives of the bidders may attend the bid opening either online after logging on to the online after logging on to the e-procurement portal or at MTNL premises along with Letter of authorization for attending bid opening at following address:-.

Address:
O/O AGM (MPL)
MTNL CSD Compound Netaji Nagar
New Delhi -110023
Phone No. 011-26881552
Email ID: agmmplnws@bol.net.in

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Annexure-A Check List

Bidders are requested to check that the following documents are submitted with the Techno-commercial bid. This check List should also be submitted (with Yes/ No) with the bid.

Sr. No.	Check Item	Yes/No
1	Bid is prepared and submitted as per clause no. 14 & 15 of Section-II.	
2	Each page of the bid should be properly serially numbered & index should be provided by bidder mentioning total number of pages in the bid document	
3	Cost of tender document or copy of NSIC Certificate / MSME Registration Certificate as per Clause 9, Section-I has been submitted.	
4	Bid Security or NSIC Certificate as per Clause 12, Section-II has been submitted	
5	Undertaking as per clause No.2(ii) of Section -II	
6	Average annual turnover in last three financial years i.e. 2015-16, 2016-17 & 2017-18 Proof regarding this shall be submitted by the bidder in the form of Audited Balance Sheet/ Annual Report duly attested along with the techno-commercial bid as evidence that he has financial capability to perform the contract as per clause No. 2(iv) of section-II.	
7	Copy of Educational / Commercial order duly certified by the competent authority as per clause No.2(iii) of Section -II	
8	Latest and valid NSIC/MSME certificate duly certified by NSIC/MSME authorities as per clause no. 10.1(v) of section-II..	
9	Certificate of incorporation as per clause no. 10.1(I) of section-II.	
10	Articles or Memorandum of Association or partnership deed or proprietorship deed as the case may be as per clause no.10 .1(ii) of section-II.	

11	Registration Certificate from State Director of Industries or from Secretariat for Industrial approval (SIA), Ministry of Industries, Government of India as per clause no. 10.1(iii) of section-II.	
12	Approval from Reserve Bank of India/SIA in case of foreign collaboration as per clause no.10.1(iv) of section-II.	
13	Valid Goods and Services Tax Identification Number (GSTIN). If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document as per clause no.10.1 (xiii) of section-II.	
14	In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification Number (GSTIN) of all the states where from the suppliers are planned to be made should be provided.	
15	A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities. as per clause no 10.1(xiv) of section-II	
16	ISO Certificate (if available).	
17	General POA for authorized signatory should be as required under clause 10(ix) of section-II.(duly notarized)	
18	Whether EMD is valid for 180 days from date of opening of tender.	
19	Bid form is filled. See Section VII (Bid Form and Form-A)	
20	Price schedule is filled as per format at Section XI.	
21	Declaration regarding any deviation/ Compliance (clause by clause) certificate is submitted as per annexure B	
22.	Bid validity is 150 days	
23	Indemnity Bond on Rs. 100/- STAMPED PAPER as per section-X (Duly Notarized)	
24	Documentary evidence about technical and production capability necessary to perform the contract as per clause	

	no. 10.2 (ii) of section-II.	
25	ECS mandate form as per format given in Annexure-I has been submitted.	
26	Valid PAN No.	
27	<i>MOU for Integrity Pact as per section -XVI</i>	
28	Any other document	

(Sign. Of the bidder with seal)

SECTION – I NOTICE INVITING TENDER

1. On behalf of Executive Director, MTNL, New Delhi **On-line tender are invited** in two parts (Part A – techno-Commercial bid & Part B – Financial bid) for procurement of Round Shape Twisted Self Supporting. Drop Wire (0.5 mm)

2 Description:

Sl. No.	Item	Quantity in Kms.	E.M.D./Bid Security in Rs.
1.	Round Shape Twisted S.S. Drop Wire (0.5 mm)	3000	2,96,000.00

3. Due date & time of submission of Bid : 11/07/2019 Up to 15:00 Hrs
4. Due date & time of opening of Bids : 12/07/2019 at 12:00 hrs onwards
5. Tender document fee : **Rs 2360/- (inclusive of 18% GST)**
6. The Eligibility conditions for the bidders are detailed in clause-2 of section-II of tender document. .
7. Specification: - As per Section VI of the tender document.
8. Bid Security will be Rs. **Rs. -** for any or all items. The bids must be accompanied with **EMD/ Bid Security for Rs.2,96,000/-** in the Shape of Demand Draft drawn on any of the Nationalized/ Scheduled Bank payable at Delhi in favour of Account Officer (Cash) MM, MTNL, CSD Compound Netaji Nagar New Delhi -110023 or in the form of Bank Guarantee issued by any Nationalized/ Scheduled Bank in India, **valid for 180 days** from the date of opening of bid, in the format as prescribed in section -VIII.
- Bid security in the form of Demand Draft or Bank Guarantee or copy of valid NSIC Certificate/ valid MSME Registration Certificate (if applicable) shall be submitted before the scheduled date and time of opening of the bid to AGM (MPL) MTNL, CSD Compound Netaji Nagar New Delhi-110023 without which the bid shall be rejected summarily.
- A scanned copy of the bid security in the form of Bank Guarantee or Demand Draft/ valid NSIC Certificate/ Valid Start up/valid MSME Registration Certificate (if applicable) shall be uploaded along with Techno-Commercial bid.
- 9 Intending bidders may download the tender document which contains full terms and conditions, detailed description, requirement particulars and all other related formalities to be full-filled by the bidders from the website <https://eprocure.gov.in/eprocure/app> or www.mtnl.in. . The cost of tender document

can be paid off line in the form of DD/Pay order for **Rs.2360/-** - in favour of AO (Cash) MM, MTNL CSD Compound Netaji Nagar New Delhi 110023 before scheduled date and time of opening of bids in O/O AGM (MPL) CSD Compound Netaji Nagar New Delhi -110023.

The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation (NSIC) UNDER SINGLE POINT REGISTRATION SCHEME for the tendered items are exempted from payment of tender document Fee on submission of copy of current and valid NSIC certificate. **If the value of procurement is more than their monetary limit, they are not entitled to get free tender document.**

The MSEs (Micro & Small Enterprises) units/bidders registered with MSME for the tendered items are exempted from payment of tender document Fee on submission of copy of current and valid MSME Registration Certificate. **If the value of procurement is more than their monetary limit, they are not entitled to get free tender document.**

The scanned copy of the Demand Draft/ Pay Order for Tender Document Fees or copy of valid NSIC certificate/ valid MSME Registration Certificate (if applicable) shall be enclosed by the bidder in its bid and Demand Draft or copy of valid NSIC certificate/ valid MSME Registration Certificate shall be submitted to AGM (MPL) MTNL, CSD Compound Netaji Nagar New Delhi-110023, before scheduled date and time of opening of the bids.

10. The bid without tender fee shall not be entertained. The bid must be accompanied with EMD/Bid guarantee, without it the bid shall be summarily rejected.
11. The techno-commercial bids shall be opened on the stipulated date and in case of the date falling on any holiday or in case of unforeseen contingencies, the bid shall be opened on the next working day at the same time without any further notice. Financial bid of only technically qualified bidders will be opened on a later day based on the scrutiny of the techno-commercial bids.
12. MTNL also reserves the right to cancel the tender without assigning any reason.

Asstt. Genl. Manager (MPL)
CSD Compound, Netaji Nagar,
New Delhi-23.
Email ID: agmmplnws@bol.net.in

Section-II

1. DEFINITIONS:

- a) "The Purchaser" means the Mahanagar Telephone Nigam Limited.
- b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- c) "The Supplier" means the individual or firm supplying the goods/providing services under the contract.
- d) "The Goods" means all the equipment, machinery, and/or other materials, which the supplier is required to supply/provide to the purchaser under the contract.
- e) "The Advance Purchase Order" (APO) means the intension of the purchaser to place the purchase order on the bidder.
- f) "The Purchase Order" (PO) means the order placed by the Purchaser, after the acceptance of LOI by the supplier, duly signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the letter of intent and bid documents constitutes the contract.
- g) "The Contract Price" means the price payable to the supplier under the purchase order for the full and proper
- h) performance of its contractual obligations. "Validation" is a process of testing the equipment as per the specifications including requirements for use in MTNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBILITY CONDITIONS:

- (i) This invitation for bidders is open to all Indian firms and individual engaged in manufacture /Supplier of tendered goods having adequate experience except to those, which are blacklisted, banned or debarred from participation during the currency of such punitive measures.
- (ii) ***The successful bidders have to supply the material as per technical specification given in tender document at section-VI. The bidder should give an undertaking to this effect.***
- (iii) The bidder or his collaborators should have successfully executed Educational/ Commercial order issued by Private firms/private telecom operators or MTNL or

BSNL. In this regard the bidder should submit a proof of supply duly signed by the C/A for this tender

- (iv) The bidder must have average annual turnover of **Rs.44.34 (Rupees Forty Four Lakh Thirty Four Thousand only)** in last three financial years i.e. 2015-16, 2016-17 & 2017-18. Proof regarding this shall be submitted by the bidder in the form of Audited Balance Sheet/ Annual Report duly attested along with the techno-commercial bid.

MTNL give relaxation w.r.t condition of turnover and prior experience in to all Starts-ups {whether Micro & Small Enterprise (MSEs)or otherwise} subject to meeting of quality and technical specifications in accordance with relevant provisions of tender requirement.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser will in no case, be responsible or liable for these costs, regardless of the conduct of the bidding process.

B. THE BID DOCUMENTS:

4. DOCUMENTS REQUIRED:

- 4.1 The goods required to be supplied, bidding procedures and conditions of contract terms are prescribed in the bid documents. The bid documents include:

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<u>PART-A (Techno-Commercial bid)</u>		
	Deviation Sheet	Annexure-B
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7.	Bid Form and Form-A	VII
8.	Performa for Bid Security.	VIII
9.	Letter of Authorization for Attending bid opening.	IX
10.	Indemnity Bond on Rs. 100/- Stamped paper	X
<u>PART-B FINANCIAL BID:</u>		

11. Price Schedule XI

PART-C (Documents required at the time of award of Contract)

12.	Performance Security Form	XII
13.	Performa for Agreement	XIII
14.	Warranty Certificate	XIV

PART-D

15	Instructions for online Bid submission	XV
16	Electronic Clearing Service (Model mandate Form)	Annexure-I
17	MOU for Integrity Pact	XVI

4.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Document. Failure to furnish, complete information required as per the bid document or submission of bids not substantially responsive to the bid document in every respect will be at the bidder's risk and will result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

5.1 Prospective bidders requiring any clarification on the Bid Documents shall notify the purchaser on line by using e-procurement web site. <https://eprocure.gov.in/eprocure/app> The purchaser shall response in writing to any request for the clarification of the bid documents, which it receives latest by but not later than 12 days prior to the date of opening of the tender. The query (without identifying the source) and clarifications by the purchaser shall be posted on e-procurement web site <https://eprocure.gov.in/eprocure/app> for information of all the prospective bidders.

5.2 Any clarification issued by MTNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.

5.3 The clarification, if any, can also be downloaded from the e -tendering website & bidder is expected to see the e -tendering website for clarification before submitting the bid.

6. AMENDMENT TO BID DOCUMENTS

6.1 At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bid document by amendments.

6.2 Amendment shall be displayed on e-procurement website <https://eprocure.gov.in/eprocure/app> and these amendments will be binding on the all bidders.

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

C. PREPARATION OF BIDS.

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following documents:

- a) Documentary evidence establishing in accordance with clause 2 & 10 indicating that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) Bid Security furnished in accordance with clause 12.
- c) A clause-by-clause compliance of the goods/services offered as per clause 11.2.
- d) A bid form and price schedule completed in accordance with clauses 8 and 9.
- e) Relationship Certificate w.r.t. clause 34 in section-II and Declaration regarding Blacklisted, banned or debarred as per format in tender document section X.
- f) A copy of the letter of authorization/power of attorney in favour of the person signing the bid documents.

8. BID FORM:

- 8.1 The bidder shall complete the Bid form and the appropriate price schedule in the format furnished in the bid documents, indicating the goods to be supplied, a brief description of the goods, quantity and prices.
- 8.2 Printed terms and conditions enclosed with the Tender Document will be considered as forming part of the bid. In case terms & conditions of the contract applicable to this bid, as specified in the bid documents are not acceptable to bidders, they should clearly specify the deviations.
- 8.3 MTNL shall not accept any deviations in respect of any commercial conditions as laid down in the bid documents . However, the bidder shall give a statement of deviations to the provisions of the technical specifications and commercial conditions, if there are any deviations.

9. BID PRICES

- 9.1 The bidder shall quote the price CIF-destination inclusive of all costs and charges including all costs towards Packing, forwarding, freight, insurance, commission, unloading or any other incidental charges. GST shall be quoted separately. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser

Price CIF- Destination or CIF-Destination Price used interchangeably anywhere in this document means price of product inclusive of all costs and charges including all costs towards packing, forwarding, freight, insurance, loading/unloading or any other incidental charges involved for supplying product at designated place (consignee address) of MTNL but excluding GST, as applicable.

- 9.2 The supplier shall quote as per price schedule given in Section XI for all the items given in schedule of requirement.
- 9.3 The Basic Unit Price CIF-destination (excluding GST credit eligible amount) quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account. Any change in incidental charges will not alter the basic prices during the contract period. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 9.4 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule of the bid. Bidders offering discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

In addition to above, in case the discount is not quoted in price schedule separately and discount is provided to the purchaser post supply then the same will be considered as value of supply and accordingly supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such discount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

- 9.5 **(a)** Benefit in custom duty, if any, on account of “infrastructure projects” shall be passed on to MTNL. The bidder is expected to take action for arranging infrastructure benefits available for telecom sector. It is the responsibility of the bidder to avail the reduced rate of custom duty as applicable.
- (b)** The goods may be shipped in the name of MTNL. The vendor shall be responsible for custom clearance, insurance and transportation till the commissioning and

handing over of the system to MTNL etc. on behalf of MTNL, including payment of custom duty, insurance, freight and other charges, if any. MTNL will issue necessary letter of authorization, if required, for the purpose of claiming concessional custom duty as per 9.5(a) whenever applicable.

- 9.6** Changes, if any, requested by the bidders for supply of indigenous items in place of imported items and vice versa, quoted in the bids, may be considered only on the lower of the two rates.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of bid documents.

- i) Certificate of incorporation.
- ii) Articles of Association and Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- iii) Registration Certificate from State Director of Industries or from Secretariat for Industrial approval (SIA), Ministry of Industries, Government of India.
- iv) Approval from Reserve Bank of India/SIA in case of foreign collaboration.
- v) Latest and valid NSIC certificate/ MSME Registration certificate duly certified by NSIC/MSME authorities.
- vi. Valid and Current Type Approval Certificate/TSEC of the specified GR's, if available.
- vii) EMD details and mode of submission of EMD.
- viii) ISO Certificate (if available).
- ix) **Duly notarized general power of Attorney (on non judicial stamp paper of worth Rs. 100/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested.**
- x) Declaration regarding any deviation/ Compliance (clause by clause) certificate is to be submitted as per annexure B.
- xi) Documents as per Eligibility Criteria given in Clause No. 2 of Section-II.
- Xii) Valid PAN.

- xiii) Valid Goods and Services Tax Identification Number (GSTIN). If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document. In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification Number (GSTIN) of all the states where from the supplies are planned to be made should be provided.
- xiv) A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities.
- xv) In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the vendor will indemnity to MTNL for any loss of eligible GST credit as quoted in the bid. Further in such cases MTNL reserve the right to revise the unit price in such a manner that total cost to MTNL post GST creditable amount remain the same after taking into account the loss of GST eligible credit amount.
- xvi) In case the bidder is registered under composite scheme, then bidder has to submit declaration to this effect along with bid document. After submission of bid, if bidder either become ineligible for composition scheme (Business turnover cross the Rs 75 lakhs annual limit) or voluntarily opt out of composition scheme then he should submit such declaration to MTNL immediately on occurrence of this event along with proof of approval from GST authorities in this regard.
- xvii) Documents/ Undertaking in support of meeting the various technical requirements as per **Section-VI** of the tender document, wherever applicable.
- xviii) The tender is covered under the integrity pact programme. The bidders participating in the tender shall sign an MOU with the purchaser as per the MOU document given in Section-XVI of the tender document. The bidders can send their grievances to the Independent External Monitors on their e- mails or through the nodal officer on the following address:

Details of Independent External Monitors:

	Name of the Independent External Monitors	E-mail ID
1.	Shri Dhruv Kumar Agarwal	dhruv6650@gmail.com
2.	Shri V.K.Gupta	vinod102000@yahoo.co.in
3.	Ms. Alka Sirohi	alka.sirohi@gmail.com

Nodal Officer:

Sr.Manager (Pers-1), MTNL, CO, E-Mail: noiemc@bol.net.in

Nodal Officer- Independent External Monitoring Cell (IEMC)

6th Floor, Mahanagar Doorsanchar Sadan, 9-CGO Complex, Lodhi Road, New Delhi, Tel. No. 011-24322529, FAX-01-24325576

As per CVC's guidelines/notification dtd 13.01.2017 ,the vendor will not go to the court till the time the matter/complaint is pending with the IEMs. This CVC Circular may be seen in MTNL website: <http://www.mtnl.net.in>.

- 10.2 (i) The bidder shall furnish annual report / audited balance sheet as evidence that he has financial capability to perform the contract as per clause no. 2(iv) of section-II.
- 10.2(ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

- 10.3 The documents, which falls under minor infirmity & does not affect the relative ranking or substantive responsiveness of the bidders shall be identified by TEC and called from the bidders.
- 11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**
- 11.1 Pursuant to clause 7 above, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all goods and services, which he proposes to supply under the contract
- 11.2 The documentary evidence of the goods and services conformity to the bid document may be in the form of literature, drawings, data and he shall furnish.
- (a) A detailed description of the goods, essential technical and performance characteristics.
- b) A list, giving full particulars including available sources and current prices of all spare parts, special tools, etc, necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of goods by the purchaser and
- c) **A clause-by-clause compliance on the purchaser's technical specifications (section-VI), special conditions (section-IV), Instructions to bidders (section-II) and commercial conditions (section-III) demonstrating substantial responsiveness to the technical specifications and commercial conditions should be submitted with the bid as per Annexure-B. In case of deviations, a statement of deviations and exceptions to the provision of the technical specification and commercial condition shall be furnished by the bidder(s) as per Annexure-B. A bid without clause-by-clause compliance of the technical specification (Section-VI), Instructions to bidders (section-II), commercial conditions (Section-III) and special conditions (Section-IV) as per above shall not be considered.**
- 11.3 For purposes of compliance to be furnished, pursuant to clause 11.2 (c) above, the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.
- 12. BID SECURITY:**
- 12.1 Pursuant to Clause 7, the bidder shall furnish as part of his bid, a bid security in the form of Bank Guarantee for an amount of **Rs.2,96,000/- (Two Lakh Ninety Six Thousand only)**.The bidder (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit In case of bidders having monetary limit as "No LIMIT", "WITHOUT LIMIT", or "MORE THAN Rs. 50 LAKHS", the exemption will be limited to Rs.50, 00,000/- (Rupees Fifty Lakhs) only. A Proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. For details of return/adjustment and forfeiting refer to clause 12.5, 12.6 and 12.7 below.

The MSEs (Micro & Small Enterprises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-

(a) A proof regarding current registration for the tendered items will have to be attached along with bid.

(b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

The scanned copy of the Bank Guarantee for bid security and NSIC/MSME certificate shall be enclosed by the bidder in its bid and original copy of the Bank Guarantee shall be submitted to AGM (MPL), CSD Compound, Netaji Nagar, New Delhi-110023, before/at date and time of submission of the bids.

12.2 The bid security is required to protect the purchaser against the risk of bidder's Conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.

12.3 The bid security shall be in the form of bank guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of **180-days from the date of tender opening**.

12.4 The bid not secured in accordance with Para 12.1 and 12.3 shall be rejected by the purchaser being non-responsive at the bid opening stage and return to the bidder unopened.

12.5 The bid security of the unsuccessful bidders will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance purchase Order (APO)/LOI satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited.

a) If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form or

b) In the case of a successful bidder, if the bidder fails.

i) To sign the contract in accordance with clause 28.of section II

or

ii) To furnish performance security in accordance with clause 27.of section II

- c) If the bidder submits any false information/undertaking or any false /fabricated/ manipulated documents, or ,
- d) if the bidder is found to be involved into cartel formation as given in clause 35 of section II.

Note:- In all above cases the bidder will not be eligible to participate in tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of MTNL in this regard.

13. PERIOD OF VALIDITY OF BIDS.

- 13.1 Bids shall remain valid for 150 days from the date of bid opening prescribed by the purchaser, pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMATS AND SIGNING OF BID

The bid shall be typed or printed, numbered sequentially and digitally signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. An index of various documents and page no where it is available, shall be given. The letter of authorization shall be indicated by written power-of-attorney. The copy of power-of-attorney shall be enclosed along with the bid and original power of attorney shall be submitted along with Bid Security to AGM (MPL), MTNL CSD Compound, Netaji Nagar, New Delhi-110023.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

- 15.1 Bids along with documents as indicated in clause 7 shall be digitally submitted in the format prescribed by MTNL. The Supporting documents shall be suitably mapped along with the format.
- 15.2 **Tender Opening:** Tender will be opened online by the designated tender opening committee of MTNL on the schedule date and time of opening of the bids. The representative of the bidders may attend the bid opening either online after Logging on to the website **<https://eprocure.gov.in/eprocure/app>** or at MTNL premises.

16. SUBMISSION OF BIDS:

- 16.1 Bids must be received by the purchaser not later than the date and time specified in NIT.
- 16.2 The purchaser may at his discretion, extend this deadline for the submission of bids in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternated offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS:

E-tendering system is date and time locked. The system will not accept any bid after the scheduled date and time of submission of the bids.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify or withdraw his bid after submission prior to the deadline prescribed for submission of bids.
- 18.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 18.3 In case of withdrawal of bid after deadline for submission of bid, the bidder shall be debarred from participation in MTNL's future tender for the said item for next two years in addition to forfeiture of EMD.

E. BID OPENING AND EVALUATION:**19. OPENING OF BIDS BY PURCHASER:**

- 19.1 The purchaser shall open bids on due date & time as per NIT. The bidders representative (Maximum two) who choose to be physical present at MTNL premises shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

- 19.2 If the date fixed for opening of bids, is subsequently declared as holiday by MTNL, a revised date of opening will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be online. However, no post bid clarification at the initiative of the bidders shall be entertained.

21. PRELIMINARY EVALUATION:

- 21.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any arithmetical errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.1.1 If the sum of components of the unit price adds up to an amount different from the quoted unit price, still the quoted unit price will be taken into account for evaluation. However, lower of the two prices i.e. quoted unit price or sum of the components of unit price shall be considered for ordering.

- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, its bid will be rejected.**

- 21.3 Prior to the detailed evaluation, pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the bid documents for purposes of these clauses. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.4 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

- 21.5 The purchaser may waive any minor infirmity or non-conformity or Irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

- 21.6 If a firm quotes 'Nil' charges /consideration, the bid shall be treated as non-responsive and will not be considered.

Note: A firm may quote 'NIL' charges for certain item(s) in the break up, but must have a financial consideration at over all bid level. **Manual Dated 12.06.2014)**

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

- 22.2 The evaluation and comparison of responsive bids shall be done item wise on the basis of Net cost to MTNL excluding GST Credit-eligible Amount (as given in price schedule of Section-XI of the bid document).

- 22.3 Any bid having less than One years warranty will not be entertained.

23. CONTACTING THE PURCHASER:

- 23.1 Subject to clause 20, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

- 23.2 **Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.**

F. AWARD OF CONTRACT:

24.0 PLACEMENT OF ORDER:

- 24.1 The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2

(i) MTNL shall have the sole discretion in deciding the distribution of quantity among technically, commercially and financially eligible bidders based on the merit of each case. In the instant case distribution of quantity is proposed to be done among Three bidders in the ratio 50:30,20 whereby L-1 bidder will be given 50%, L-2 bidder will be given 30% and L-3 bidder will be given 20% of the total ordered quantity respectively at L-1 rate/ Counter offer rate / Negotiated rate. In case of non-acceptance by L-2 and L-3 bidders, the counter offer will be sent to next

downward bidders ranking. In case of non-acceptance by these also, the 100% quantities will be procured from L-1 bidder for which L-1 bidder would be bound to accept. However, if only two bidders participated in the tender, then total ordered quantity will be distributed among two bidders in the ratio (70:30) as per above procedure.

- (ii) If MTNL is not able to restrict the no. of bidders to two due to availability of many bidders at any position then in those cases, the bidder who has supplied maximum quantity of tendered item during last three years (,2015-16 , 2016-17 & 2017-18) to MTNL New Delhi shall be preferred and ranking of balance bidders at that position shall be recasted accordingly. However the number of bidders for ordering purpose shall be restricted to 3 (Three) only.
- (iii) However, if, even after application of clause 24.2(ii), MTNL is not able to restrict the no. of bidders to 3, the quantity among eligible bidders at the same rank will be equally distributed.
- (iv) The bidders are required to give proof of supply of tendered items to Private firm/MTNLBSNL if any during last three years i.e 2015-16,.2016-17 & 2017-18 along with bid and MTNL reserves the right for verification of the same.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

- a) MTNL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.**
- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order upto 50% of the value of the goods and services contained in the running tender/contract upto a period of twelve months from the date (date of acceptance of APO of the items at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.**
- (C) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date commissioning/commercialization of the project (date of acceptance of APO of the items procured in case where no installation , commissioning is involved)on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. (with the approval of Board).**

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27. ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an advance purchase order shall constitute the intention of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within **14 days** of issue of the APO/LOI give his acceptance along with performance security in the form of bank guarantee for a sum equivalent to Rs.-----in terms of clause 4.1 of section III and conformity with the Section-XII of the bid documents.

28. SIGNING OF CONTRACT:

28.1 The issue of purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to Clause-27 and signing the agreement as per section XIII., The purchaser shall discharge the bid security in pursuant to Clause-12.

29.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30.0 QUALITY ASSURANCE REQUIREMENTS:

The supplier shall have Quality Management System supported and evidenced by the following:

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of quality.
- Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.

- System of Inward Good Inspection.
- System for tracing the cause for non-conforming (trace ability) and segregating product, which don't conform to specifications.
- Configuration management and change control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- Type Approval Certificate issued

31. Summary rejection of Bids

While all the conditions specified in the bid documents are critical and are to be complied, special attention of bidders is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in outright rejection of bid.**

- (i) **Clause 15.1 of Section II:** The bids will be recorded/ returned unopened if covers are not properly sealed with 'OFFICIAL SEAL/STAMP' of the bidder.
- (ii) **Clauses 12.1, 12.3 & 13.1 of Section II:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (iii) **Clause 2 of Section II:** If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 2 of section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) **Clause 11.2 (c) of Section II:** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.
- (v) **Section III Commercial conditions, Section IV Special Conditions of Contract & Section VI Technical Specifications:** Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- (vi) **Section XI Price Schedule:** Prices are not filled in as prescribed in price schedule.
- (vii) **Section II clause 9.4 on discount of which relevant part is reproduced below:** "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- (viii) Before outright rejection of the Bid by Bid-opening team for non-compliance of

any of the provisions mentioned in clause 31(i), 31(ii) of Section II and clause 2 (ii) of Section IV though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition, if any.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to the competent authority (ED for Units and Director (Tech.) in Corporate Office) as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment/goods in time. Further, the suppliers whose equipment/goods do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
33. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
34. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorized signatory of bid may also sign this bid on behalf

of the entire directors/ partners/ proprietor. Due to any breach of conditions by the company or firm or any other person the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and MTNL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s)& son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is as per section-X.

- 35 Bidders are hereby cautioned that any attempt for cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black listing or debarring these bidders besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.
- 36. Different firms or companies having any common partner(s) / Director(s) or one firm being subsidiary or holding company of the other are not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.
- 37. In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.
- 38. Genuineness of the papers is the responsibility of the bidder, if at any stage it is found that the papers submitted by the bidder are not in order, the bid or work order/purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder will be taken.
- 39. Genuineness of the papers is the responsibility of the bidder, if at any stage it is found that the documents in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage, then the concerned bidder shall be liable for forfeiture of Bid Security or performance Security and/or debarring/blacklisting from participation in any of the tender of MTNL for at least one year.

Section-III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **APPLICATION:**

The general conditions shall apply in all contracts, made by the purchaser for the procurement of goods.

2. **STANDARDS:**

The goods supplied under this contract shall conform to the standards mentioned in the technical specifications.

3. **PATENT RIGHTS:**

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. **PERFORMANCE SECURITY:**

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 14 **days** from the date of issue of APO/LOI by the purchaser. The suppliers (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of performance security up to the amount equal to their monetary limit. In case of suppliers having monetary limit as 'NO LIMIT' or without limit or more than Rs. 50,00,000/- (Rs. Fifty Lacs), the exemption will be limited to Rs.50, 00,000/- (Rupees Fifty Lakhs) only as per existing policy of MTNL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.

4.2 The performance guarantee shall remain with MTNL and will be discharged after completion of contractual performance obligations.

If the bidder fails or neglects to any or his obligations under the contract. it shall be lawful for the MTNL, New Delhi to forfeit either whole or any part of the performance guarantee furnished by the bidder due to non performance of the successful bidder beside any other legal remedy available to MTNI.

The proceeds of the performance security shall be payable to the purchaser for the supplier's failure to complete its obligations under the contract without prejudice MTNL's right to take other remedies.

In case of adjustment of any amount from performance security with respect to supplier's failure in performance of contractor or deficiency in performance of contract then, Supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise an Invoice/ Debit note to vendor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

- 4.3 The performance security bond shall be in the form of a bank guarantee issued by a scheduled bank and in the form provided in Section-XII of the bid document.
- 4.4 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTIONS AND TESTS:

- 5.1 The purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the purchaser decides to conduct such tests on the premises of the supplier or its sub-contractor(s) all reasonable facilities and assistance like, testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof are found defective, the same shall be replaced free of all costs to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the

supplier the whole or any portion of the equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

- 5.5 When the performance tests called for have been successfully carried out, the Inspector/ultimate consignee will forthwith issue a taking over certificate. The inspector/ultimate consignee shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects in the equipment, which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The taking over certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bill Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound conditions. However, they shall not discharge the supplier of their warranty obligations. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any case, release the supplier from any warranty or other obligations under this contract.
- 5.7 Inspection and testing shall be as per provisions in the Technical Specifications.
- 5.8 Unless specified otherwise inspecting authority shall be MTNL as per clause 5.1 above or any agency authorised by MTNL.

6. DELIVERY AND DOCUMENTS:

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment/good shall be to the ultimate consignee in the purchase order as given in section V.
- 6.2 The delivery of the goods and documents shall be completed in a staggered delivery schedule spaced within 4 months period from date of PO. Delivery is to commence within 45 days & to be completed in 120 days with evenly distributed supply from PO date. The actual delivery schedule will be given in purchase order.

7. INCIDENTAL SERVICES.

- 7.1 The supplier will be required to provide any or all of the following services:
- a) Performance or supervision of on-site assembly and/or start-up of the supplied goods.

- b) Furnishing of tools required for assembly and/or maintenance of supplied goods;
- c) Performance of supervision or maintenance and/or repair of the Supplied goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

8. WARRANTY:

- 8.1 The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty. This warranty shall survive inspection or payment for acceptance of goods, but shall expire except in respect of complaints notified prior to such date or **12 (Twelve) months** after the stores have been taken over under clause 5.5 above.
- 8.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned period of 12 (twelve) months or minimum guarantee period of the supplied material, whichever may be later. If any defect is not remedied within a reasonable time the purchaser may proceed to the work at the contractor's risk and expenses, but without prejudice to any other rights which the purchaser may have against the contract in respect of such defects.
- 8..3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

9. PAYMENT TERMS:

- 9.1(I) The vendor would raise the invoice of gross value mentioning the HSN Code. However, the vendor would be liable to maintain a non-interest bearing security deposit equivalent to 5% value of the Goods supplied (excluding GST component) or for the value as mentioned in the Bid Document/ Purchase Order valid for the period as mentioned in Bid Document/ Purchase Order. Accordingly, the purchaser would make the net payment of gross invoice value reduced by the security deposit alongwith 100% GST amount as per invoice and transfer the balance amount in the security deposit account of the vendor. Once the

prescribed time has lapsed and the vendor has complied fully towards the performance of the contract, the security deposit would be refunded back to the vendor. However, in case of deficiency in performance of the contract including late delivery of goods, services, installation, commissioning etc., MTNL shall adjust the recoverable amount before releasing the security deposit.

Note: The actual payment conditions for new products or procurements having installation and AMC services may be decided on case to case basis and incorporated in special conditions of the contract.

(ii) 100% payment (without retaining of 5% amount as security deposit) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of nine months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where such shortages/damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Unit Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order. In case, where the additional Bank Guarantee for 5% is not provided, then the payment will be settled as per clauses 9.1.(i) mentioned above.

9.2 For claiming this payment the following documents are to be submitted to the paying authority.

- (i) Invoice clearly indicating break up Price CIF-destination and GST.
- (ii) Delivery Challan
- (iii) Supplier certificate for dispatch
- (iv) Inspection Certificate of QA (Payable copy in original)
- (v) The E-waybill as prescribed in the GST law in case of movement of goods (for both intra-state and inter-state movement)
- (vi) Proof of payment of GST, if applicable.
- (vii) Consignee receipt.

- 9.3
- (i) Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.
 - (ii) No payment will be made for goods rejected at the site on testing. For goods rejected at the site on testing the credit note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered by issuing an invoice/debit note for the corresponding amount at the risk and cost to the supplier including applicable GST, if any.
 - (iii) Payment of GST/Custom duty shall be released on production of necessary supporting documents i.e. GST/customs invoices etc.. If the supplier fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc., the

amount pertaining to such Duties/Taxes will not be paid. Tax amount will be payable to the supplier only after supplier declares the details of the invoices in its GSTR-1 and GSTR-3 and the same is reflected in GSTR-2A of MTNL on GSTN portal.

- (iv) Wherever domestic reverse charge is applicable on MTNL or in case vendor is un-registered under GST Act, vendor shall not charge tax on invoice. It shall be the liability of MTNL to pay tax under reverse charge mechanism.
- (v) No payment of GST shall be made to those bidders, who are either not registered for GST or who are registered under Composition Scheme of GST.
- (vi) If status of a bidder who was initially registered on GST under Composition Scheme at the time of submission of financial bid, subsequently his status changes to normal GST registered vendor any time before delivery of Goods (raising invoice against delivery of Goods), under such circumstance, his unit price will be discounted by the applicable Tax rate as applicable under the composition scheme. In such cases if the vendor furnishes necessary supporting documents regarding GST payment and which is also GST credit eligible amount to MTNL in such cases the GST payment will be reimbursed.
- (vii) Entire payment of invoice shall be paid by MTNL only after the credit of the GST portion in the invoice is selected in the GSTN portal i.e. the outward return in GSTR 1 is uploaded by the supplier by 10th of the subsequent month and duly reflected in MTNL account on GSTN portal.
- (viii) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be)

Note: The above payment terms are for Type Approved equipment with 100% payment with retention of 5% amount as security deposit initially which will be subject to release after taking over certificate and completion of all contractual obligations as per bid in timely manner. However, the actual payment conditions for new products or procurements having installation and AMC charges may be decided on case to case basis and incorporated in special conditions of contract.

9.4 The payment to successful bidder will be made through ECS/EFT by paying Authority. Hence the bidder has to furnish the following details: -

- (i) Name of Bank. (ii) Branch name & Address (iii) Bank's 9-digit code No. & Branch MICR No. (iv) Account No. (v) Type of Account (vi) RTGS/IFSC no.
- (vii) PAN No.

9.5 (i) If the QA testing is carried out by BSNL QA, then the supplier of MTNL shall make payment to BSNL QA on behalf of MTNL @ 0.5% of ex- factory price plus applicable Goods and Service Tax . BSNL QA shall issue a receipt in the name of MTNL for the testing charges clearly mentioning the details of PO equipment description etc.

- (ii) The supplier shall submit the above receipt in original to MTNL for reimbursement of the payment after the equipment has been delivered.

10. PRICES:

- 10.1 (i) (a)** Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- (b)** In the case of revision of non-Creditable Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices. However, no increase shall be permitted.
- (ii) (a)** Prices mentioned in Col. 13 of the Price Schedule in Section-XI of the Bid Document once fixed will remain valid during the scheduled delivery period. Increase and decrease of non- Creditable Taxes will not affect the price during this period. The revision of Creditable Taxes (both increase & decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.
- (b)** Any increase in taxes and other statutory non Creditable duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The revision of Creditable duties (both increase & decrease) shall be allowed while reimbursing the same in extended delivery period.
- 10.2 (i)** Vendors should furnish the correct HSN classification under GST/Customs tariff Head in the Price Schedule. If the credit for Duties and Taxes under CGST Act read with ITC rules is found to be not admissible at any stage subsequently owing to wrong furnishing of HSN/Tariff Head or any other reason, then the vendors will refund such non-admissible amount, if already paid along with penalty and interest, if any charged by the concerned authority.
- (ii)** In case the Duties & Taxes which are non- Creditable as per the quotes indicated in the Price Schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CGST Act read with ITC rules, then the supplier is to submit necessary documents in this regard which may enable the purchaser to avail the Input credit provided such credit is still available for the amount so paid as per CGST Act read with ITC rules. However, in case the input Credit is not available for this amount, then the vendors will refund the amount equivalent to such Duties & Taxes if already paid to them
- (iii)** The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN/Tariff Head from the GST/Customs authority where the HSN/Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST/Customs Tariff notifications
- (iv)** The Unit prices of items for any requirement for add-on orders shall remain firm. The duties/taxes shall be paid as per rates applicable at the time of placement of add-on orders (Both Creditable & Non-Creditable)..

11. CHANGES IN PURCHASE ORDERS

- 11.1 The purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following:
- a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser;
 - b) The method of transportation or packing.
 - c) The place of delivery; or
 - d) The services to be provided by the supplier.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within 30-days from the date of the receipt of the change in order.

12. SUB-CONTRACTS:

The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract.

13. DELAYS IN THE SUPPLIER'S PERFORMANCE:

- 13.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the purchase order, purchaser reserves the right either to short-close/cancel its purchase order and/or recover liquidated damage charges. The cancellation/short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendor.
- 13.2 Delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; forfeiture of its performance

security, imposition of liquidated damages and/or termination of the contract for default.

- 13.3 (a) If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall promptly notify to the purchaser in writing the fact of delay, Its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice , the purchaser shall evaluate the situation and may at its discretion extend the period of performance of the contract subject to furnishing of additional bank guarantee in the format provided in section –XII – A by the supplier @5% of the total value of the purchaser Order.
- 13.3 (b) The vendor has to submit their request for extension along with the required additional BG, undertaking as per Clause 21 section –III (Fall Clause). The decision regarding extension shall be communicated within two weeks of the receipt of request.
- 13.3 (C) The initial validity of additional Bank Guarantee shall be one year for supply of goods and 1½ year for turnkey project. The validity of Bank Guarantee may be extended if required.
- 13.3 (d) The additional Bank Guarantee shall be released after three months from the date on which the equipment is supplied in case tender envisages only supply of goods. In case of turn- Key project where the scope of work includes supply, Installation and Commissioning of equipment, the additional Bank Guarantee shall be released after three month from the date of commissioning of the complete project.

(Note): In exceptional circumstances, where it becomes necessary to grant delivery period Extension beyond 20 weeks, the same shall be granted by ED concerned in case of purchase Orders issued by units and by CMD MTNL in case of purchase orders issued by Corporate Office.) (Each case of delivery extension shall have to be examined afresh vis-à-vis the prevailing Market prices.)

- 13.4 If the supplies are not completed in the extended delivery period, the purchase Order shall be Short-closed and the performance security and additional bank guarantee shall be forfeited.
- 14. LIQUIDATED DAMAGES :** Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be.Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the purchaser on account of delay/breach on the part of the supplier.
- 14.1** The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 14.2 below.

14.2 While granting extension of delivery period as per clause 13, the liquidated damages shall be levied as follows:

(a) (i) For delivery of stores: Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover Liquidated Damages, for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

(ii) Installation & Commissioning: Should the supplier fail to install and commissioning the project with the stipulated time the purchaser shall be entitled to recover Liquidated Damages, 0.5% of the value of the purchase order for each week of delay or part thereof or a period upto 10(TEN) weeks and thereafter @0.7% of the value of the purchase order for each week of delay or part thereof or another 10(TEN) weeks of delay. In cases where the delay affects installation/commissioning of only a part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.

(iii) Provisions contained in clause 14.2(a) (i) shall not be applicable for durations(periods) which attract L.D. against clause 14.2(a) (ii) above.

(b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, in case of tenders floated by Units and by the CMD in case of tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

(d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.

(e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

(f) The Liquidated Damages shall be calculated on the all inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other

incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes

- (g) If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under clause 14.2 above.

- 14.3** In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.
- 14.4.1** Notwithstanding anything contained in this Agreement or any other agreement between the parties, the Purchaser may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the supplier in its hand in relation to this or any other contract between the parties (which includes purchaser's right to claim such amount against invoices raised by the supplier or Bank Guarantees submitted by the supplier under this Contract or any other contract) or which may become due to the supplier. Any such recovery of Liquidated Damages shall not in any way relieve the supplier from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.
- 14.4.2** To facilitate recovery of Liquidated Damages from the invoices raised by the supplier, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, interest and penalty, if any.

15. FORCE MAJEURE:

- 15.1 If at anytime, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract is prevented or delayed by reason of any war, or hostility, acts of the foreign enemy, civil commotion, sabotage, earthquake, fires, floods, explosions, epidemic quarantine restrictions, strikes, lockouts or acts of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within **21 days** from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance, or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any

obligation under this contract prevented or delayed by reasons of any such event for a period exceeding **60 days**, either party may, at its option, terminate the contract.

- 15.2 Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser. Which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the supplier at the time of such termination or such portions thereof as the purchaser may deem fit, except such materials, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

16. TERMINATION FOR DEFAULT:

- 16.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 13.
 - b) If the supplier fails to perform any other obligation(s) under the contract, and
 - c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 16.2 In the event the purchaser terminates the contract in whole or in part, pursuant to Para clause 16.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

17. TERMINATION FOR INSOLVENCY:

The purchaser may, at any time, terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes unwilling, bankrupt or otherwise insolvent, as declared by the competent court provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

18. DISPUTERESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

1. The parties shall Endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations.
2. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

- (a) Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim

limit of Rs.20 crores, there shall be three Arbitrators.

- (b) For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.
 - (c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.
 - (d) For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.
 - (e) The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/ Mumbai only.
 - (f) In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
 - (g) The Arbitration proceedings shall be in English language.
 - (h) The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
 - (i) No person other than the Empaneled Arbitrators of MTNL, shall be appointed as an Arbitrator to adjudicate the dispute.
3. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/ 2013-DPE (GM)/ FTS-1835 dated 22-05-

2018.

19. SET OFF:

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

In case of Set off the claims by purchaser from dues of supplier against any other contract, the Purchaser reserves the right to recover the claims from the Invoices raised by the supplier for which the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, if any.

- 20. The bidder should furnish the name of its collaborator (if applicable), brand name, model No. and type of the products offered in his tender bid. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.**

21. Fall Clause:

- 21.1 The prices will-be governed as per provisions in clause 10. 1 of section III. Further, if at any time during the contract; It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service.

AND/Or

The prices received in a new tender for the same or similar equipment /service are less than the prices chargeable under the contract.

Then ,the purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc. and the date of its effect for the balance quantity / service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security and Additional Bank Guarantee.

- 21.2 (a) The vendor while applying for extension of time for delivery of equipment / services, If any, shall have to provide an undertaking as “We have not reduced the sale price, and / or offered to sell the same or similar equipment / services to any person/ organization including Department of Central / state Government or any central / state PSU at a price lower than the price chargeable under the contract for scheduled delivery period”.
- 21.2 (b) In case undertaking in clause 21.2(a) is not applicable, the vendor will give the details of prices, the name (s) of purchaser, quantity etc. to the purchaser while applying extension of delivery period.

22 GST Invoice:

Tax Invoice terms:

- (a) All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- (b) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- (c) In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- (d) It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
- (e) Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing the credit.
- (f) MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- (g) Supplier should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed timelines
- (h) In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.
- (i) In case of supply of goods, place of supply shall be every such place where goods are delivered. Even in a scenario wherein goods are collected by MTNL from vendor's warehouse/factory gate, the place of delivery shall be the location(s) of MTNL as mentioned in the PO.
- (j) "It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL"

23 GST compliances

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier needs to ensure the following points:
 - (1) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (2) Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.
 - (3) Supplier needs to pay the entire self-assessed tax on timely basis.

- (4) Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied, if any would be recovered from the supplier.
- (5) In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
- (6) Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.
- (7) A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then indemnity clause 24 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

24 Tax Indemnity clause

MTNL has the right to recover tax loss suffered by it due to any mis-declaration on invoice by the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.

25 Job work

It may be noted that in case of goods sent to supplier for repair and maintenance qualifies as job work, it shall be supplier's responsibility to send back the goods within prescribed timelines i.e. 1 year for goods held as stock and 3 years for capital goods

26 Movement of goods

It shall be supplier's (registered under GST) responsibility to issue GST compliant E-way bill for movement of goods by way of supply or otherwise. As per GST law, E-way bill (wherever applicable) along with prescribed documents are to be carried by the person-in-charge of conveyance. In case supplier fails to issue E-way bill (wherever applicable) due to non-compliance or default or due to lack of diligence on his part, it shall indemnify MTNL for the consequential loss suffered by it, if any till the supplies are delivered in good condition.

In case of movement of goods other than by way of supply (for instance return of goods sent by MTNL at supplier's premises for repairs) from supplier's premises to the registered premises of MTNL, Vendor/contractor shall be required to move goods under a GST compliant delivery challan.

In case of procurement from unregistered vendor/supplier, the supplier is required to select the transporter who can issue an E-way bill (wherever applicable) as per GST law.

Section-IV
Special conditions of contract

1. The SPECIAL CONDITIONS OF CONTRACT shall supplement '**Instructions to the Bidders**' as contained in Section-II & "**General (Commercial) Conditions of the Contract**" as contained in Section-III and wherever there is a conflict, the provision herein shall prevail over those in Section-II and Section-III.
2. (i) The bank guarantee for bid security as prescribed in clauses 12.1 & 12.3 of Section II of the bid document shall be submitted to AGM(MPL) before the scheduled date and time of opening of the bids. The bank guarantee so submitted shall be as per the format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.
 - (ii) In case where the document of bid security is not submitted in the manner prescribed under clause 2 (i) above, the Techno-commercial and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED UNOPENED.
 - (iii) Bids along with required documents shall be submitted online before the due date and time of submission of the bids.
 - (iv) In case at any stage, if it is found that the document in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage, then the concerned bidder shall be liable for forfeiture of Bid Security or Performance Security and/or debarring/blacklisting from participation in any of the tenders of MTNL for at least one year.
3. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.

The MSEs (Micro & Small Enterprises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-

- (a) A proof regarding current registration for the tendered items will have to be attached along with bid.
- (b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.
4. (i) The supplies will be accepted only after quality assurance tests are carried out by the QA wing of BSNL or MTNL Team Delhi as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by excise authorities or any organisation duly authorized by excise authorities for that purpose.
- (ii) The QA units of BSNL or MTNL team while clearing the equipment/stores will strictly adhere to the package discipline as described in purchase order. Supplies made in full, as per purchase order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.
5. (i) The purchaser intends to limit the number of technically and commercially responsive bidder to Three from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for 50% of tendered quantity, L-2 bidder will be considered for 30% and L-3 bidder will be considered for 20% at L-1 rate/ Countered offer rate / Negotiated rate. However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the stores or not being considered by MTNL for ordering the equipment, in that case ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders supplying the equipment/good remains the same as earlier.
6. The bidder shall bid for a minimum quantity of **100%** and should have capacity to supply the same within stipulated delivery period otherwise bid shall not be evaluated.
7. In case of any discrepancy between original and other copies of the bids, the contents and details available in original copy of the bid will prevail.
8. In case of any discrepancy between words and figures, the amount indicated in words will prevail.
9. The supply shall be accepted only if it is accompanied by the E-way bill as per GST /Invoice wherever applicable.

10. PRICE VARIATION (PV) CLAUSE:

10.1 The bidder shall quote the basic unit rate exclusive of all taxes, levies, duties, freight, packing, and forwarding charges, trade discounts, etc taking the base price(s) of the raw material(s) as indicated in clause 10.2 below as reference. The basic unit rate will be adjusted only against the price variations of “the raw materials” as indicated in clause 10.2 below using the price variation formulas indicated in clause 10.3 below. The purchaser will be at liberty to reject such bids that are offered with base price/ raw materials different from those indicated in clause 10.2 below.

10.2 BASE PRICE OF RAW MATERIALS:

The basic unit rate quoted must be based on MTNL. Corporate office, New Delhi price circular for copper wire rod of Rs 4,50,084/-(Rupees Four Lakh Fifty Thousand Eighty Four Only) per MT excluding all taxes and levies as conveyed by MTNL Corporate office New Delhi under letter no. MTNL/20-80(66)/2010-MM/Copper Price dated 15-03-2019 for the month of March 2019.

10.3 PRICE VARIATION FORMULA:

10.3.(1) In case of increase/decrease of Rs. 100/ per MT in the price of basic raw material i.e. copper wire rod, the corresponding basic price of Drop Wire will increase or decrease by **Rs 0.35 (Thirty five paisa only) per Km..**

10.3.(2) The price variation indicated above would be adjusted in the basic unit price of the approved rate and the same shall be used to arrive at the composite payable price.

10.3.(3) Original /Photostat Copy (duly attested) of relevant circular from MTNL New Delhi for the concerned raw material must be produced for price variation as documentary evidence along with the bills preferred for payment.

10.3.(4) Price variation on the basic raw materials shall be limited to components included in the base price at 9.2 “copper wire Rod”. Further the base price of raw material as prevalent on the date of issue of inspection certificate by BSNL (QA)/MTNL(QA) will apply for the PV clause in respect of supplies made during original delivery schedule.

10.3.(5) In case of supplies made under extended delivery period, the price variation will be regulated as below.

In case of any decrease due to reduction in price of raw materials indicated in Para 9.2 above, the benefit will be passed on to the purchaser. However, no increase in

the price will be allowed due to hike in the price of the raw materials during the extended delivery period. In such case, the price of raw material prevailing in the last date of the original supply schedule shall prevail.

11. **The Vendor/Bidder will ensure that the TSEC and NSIC/ MSME certificate remain valid during the entire contract period.**
12. **The bidders shall submit a hard copy of the bid also before the date and time of submission of the bids. In case of non-functioning/malfunctioning of e-procurement system. The hard copy(s) will be opened with the approval of tender approving authority. If any bidder does not submit hard copy, it will be at bidder's risk. In case of discrepancy between the hard copy and the soft copy submitted online, the soft copy shall govern/prevail.**

Section-V

Subject: T. E. No: AGM (MPL)/ Round Shape Twisted S.S. Drop Wire /2018-19/02

SCHEDULE OF REQUIREMENTS

1. Items Description:

Sl. No.	Item	Quantity in Kms
1.	Round Shape Twisted S.S. Drop Wire(0.5mm)	3000

- | | |
|--------------------------------|--|
| 2. Specification | As per tender document Section-VI. |
| 3. Delivery requirement: | As per clause no. 6 of section-III of tender document. |
| 4. Place of Delivery: | SDE (I/C), CSD Netaji Nagar, MTNL, Netaji Nagar, New Delhi-110023. |
| 5. Paying Authority: | Accounts Officer (CASH) MM, CSD-Netaji Nagar, New Delhi-110023. |
| 6. Inspecting Authority: | MTNL Team. |
| 7. Configuration to be offered | As per section VI of the tender document. |

PART-A

(Techno-Commercial bid)

Annexure-B
(Strike-off whatever is not applicable)
Compliance (clause by clause) Certificate

Reference: T. E. No. AGM (MPL)/ Round Shape Twisted S.S. Drop Wire /2018-19/02

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally. There is no deviation from the terms & conditions of the tender.

(Sign. Of the bidder with seal)

Or

Declaration of Deviation (If any)

Reference: T. E. No. AGM (MPL)/SSDW /2018-19/02.

It is to certify that the tender document is carefully read & understood and all the sections , annexures and their respective clauses are complied unconditionally & unequivocally except the **following deviations from the terms & conditions of the tender:**

- A)
- B)
- C)
- D)

. .

(Sign. Of the bidder with seal)

SECTION-VI Technical Specifications

FOR

ROUND SHAPE TWISTED SELF SUPPORTING DROPWIRE

1.0 GENERAL :

- 1.1 **Scope:** This technical document details the construction and generic requirements for fiber reinforced PVC insulated twisted self-supporting aerial drop-wire that is required to meet operational needs of MTNL. These include functional criteria, mechanical and electrical requirement, test methods.
- 1.2 **Reference Documents:** (i) Existing self supporting PVC drop-wire with fiber glass roving as strength member: TEC GR No. GR/WIR-03/03 Aug 2006".
ii) Existing Cable, House Wiring PVC "TEC GR No. TEC/GR/TX/WIR-009/05/MAR-11".

2.0 APPLICATIONS AND PRODUCT DESCRIPTION :

- 2.1 This self-supporting twisted drop wire is intended primarily for use in extending telephone and broadband connections from telephone cable distribution point to the subscriber premises. The wire is required to be continuously in outdoor use and hence shall meet all types of weather conditions.
- 2.2 The wire contains one twisted pair, using 0.5-mm nominal diameter of Copper conductor. The copper conductor and fiberglass roving strength member shall be co-extruded and shall meet the requirement of the GR. The insulated conductors and strength member are encased in the continuous single, weather resistant plasticized, flexible black polyvinyl chloride (PVC) insulation. The twisted self-supporting drop-wire shall be used with accessories as designed in TEC GR No. G/WIR-01/02 JUN 99.

3.0 INDIVIDUAL COMPONENTS AND REQUIREMENTS :

3.1 Conductor :

- 3.10 The conductor of round shape self-supporting twisted drop wire shall consists of a solid wire of annealed high conductivity copper, made from high

conductivity copper rods conforming to IS-613. The conductor shall be circular in cross section of diameter $0.5 \text{ mm} \pm 0.01 \text{ mm}$ smoothly drawn uniform in quality and free from all defects.

- 3.11 Conductor Resistance per kilometer at 20° C of the finished Self-Supporting twisted drop wire shall be 87 ± 4 ohms. The temperature correction factor is as per Table No. 1 of TEC GR No, GR/WIR-03/03 Aug 2006.
- 3.12 Weight of the 0.5mm conductor shall be 1.75 kg/km. (Reference Table No-1 of TEC GR No. TEC/GR/TX/WIR-009/05/MAR-11).
- 3.13 The breaking load of the conductor shall be 40N with 18% Elongation.
- 3.14 INTERNATIONAL STANDARD FOR ANNEALED HIGH CONDUCTIVITY COPPER:
- 3.140 Standard Values: Copper conductor should meet following specifications at 20° C .
- 3.141 The volume resistivity of standard annealed copper is $1/58$ (or $0.017241\dots$) ohm mm^2/m
- 3.142 The density of standard annealed copper is 8.89 g/cm^3
- 3.143 The coefficient of linear expansion of standard annealed copper is $0.000017/\text{deg C}$. Note: The above value for the coefficient of linear expansion may be applied to annealed copper over a temperature range of 0 to 150 degree C.
- 3.144 The coefficient of variation of resistance with temperature of standard annealed copper measure between two potential points rigidly fixed to the wire, the metal being allowed to expand freely, is 0.00393 (or $1/254.45\dots$)/ deg C.
- 3.145 It follows from A-1.1 and A-1.2 that at a temperature of 20 deg C the mass resistivity of standard annealed copper is $1/58 \times 8.89 = 0.15323 \text{ ohm g/m/m}$

4.0 Insulation: As per TEC GR No. TEC/GR/TX/WIR-009/05/MAR-11 the copper conductors shall be insulated with PVC conforming to Type-2 insulation, Table-3 of IS: 13176:1991 and shall met the requirement specified therein.

- 4.1 As per TEC GR No. TEC/GR/TX/WIR-009/05/MAR-11 the PVC of sheath shall conform to Type TM2 of IS: 13176:1991 and shall meet the requirements specified therein.
- 4.2 The insulation shall be uniform and smooth. The radial thickness of PVC insulation on conductor shall be $0.20 \text{ mm} +0.05-0.02 \text{ mm}$ as indicated in

Table-I of GR NO. GR: TEC/GR/TX/WIR-009/05/MAR-11. The outer diameter of insulated conductor shall be 0.9mm to 1.0mm. The minimum thickness of PVC sheath and maximum external diameter of cable shall be as per table I of TEC GR No. TEC/GR/TX/WIR-009/05/MAR-11. The thickness of insulation and sheath shall be measured in accordance with IS: 13176:1991. (Refer GR: TEC/GR/TX/WIR-009/05/Mar-11).

- 4.3 Round Construction: Two insulated conductors of blue and white color specified in table II of GR-TEC/GR/TX/WIR-009/05/MAR-11 shall be uniformly twisted together with a right hand lay of about 6 cms to form a pair. The pair shall be wrapped by a single layer of polythine.

5.0 Strength Member: As per TEC GR No. GR/WIR-03/03 AUG 2006 strength member shall be non-hygroscopic, non wicking dielectric material. The glass strands used in the manufacture of the roving shall have been suitably treated with size and coating, compatible with the PVC resin system so as to give good adhesion and integrity to the strength member. The strength in each length of completed wire shall be continuous. Joints within length shall not be allowed.

- 5.1 As per TEC GR No. GR/WIR-03/03 AUG 2006 the fiber glass roving strength member shall be of a single roving with a minimum of 2400 TEX and shall conform to BS-3691.
- 5.2 Breaking load: The breaking load of the Strength member shall not be less than 80 kg when tested as per ISO 3341. Two samples from two different rolls shall be taken for this purpose. However, the completed drop wire breaking load shall not be less than 90 kg. A sample length of 30 cm shall be taken for this test: keeping the gauge length 20 cm and the rate of traverse 100 to 150mm per minute.

6.0 Outer Insulation of drop-wire: The self supporting twisted drop wire is intended primarily for use in extending telephone and broadband connections from telephone cable distribution point to the sub scriber premises. The wire is required to be continuously in outdoor use and hence shall meet all types of weather conditions. The insulated PVC shall consists of the material weather resistance plasticized and flexible black polyvinyl chloride. The PVC compound used for insulation shall be tested for the following parameters. Two samples from two different bags shall be taken for this purpose:

- | | | |
|---|---|--------------------------|
| a) Tensile Strength (min) | - | 17.5N/mm ² |
| b) Elongation (min) | - | 15% |
| c) Volume Resistivity at 27 deg C (min) | - | 1x10 ¹⁴ Ω-Cms |

- 6.1 Insulation thickness of round cable : The insulation thickness of outer cable sheath shall be 0.6+0.05 mm and outer diameter shall be 3.70±0.1mm

7.0 Completed Product Test: Test of the completed Self-Supporting twisted drop wire shall be carried out as designed in the clause 4.1 and 4.2 of TEC GR No, GR/WIR-03/03 AUG 2006.

8.0 Acceptance Tests: The routine acceptance testing shall be conducted as per clause 6.0 of TEC GR No. GR/WIR-03/03 AUG 2006.

9.0 Completed wire requirement :

9.1 The insulated conductors shall remain bonded to the strength member without any break throughout the length of the coil. The insulation resistance between each conductor in the finished cable and all the remaining conductors bunched and earthed when measured at 500 V DC at room temperature and corrected to 50 deg C shall not be less than 50 meg ohms per km. Temperature correction factors for conversion of measured value to 50 deg C are indicated in Table IV of GR No. TEC/GR/TX/WIR-009/05/Mar-11.

9.2 Marking : The insulation shall be prominently marked with indelible ink marking shall be distinct, clearly and easily visible ink with the following information at intervals not exceeding one meter to enable identification of the drop wire. The size of ink markings shall be distinct, clearly and easily visible.

- MTNL
- Name of the Manufacture
- Lot making , in the form of YYLLL where YY is year of manufacture and LLL is lot number

10.0 PACKING AND DELIVERY:

10.1 Self-Supporting twisted drop wire shall be supplied only in coils of standard length 500 ± 50 meters. Both the ends the coil shall be sealed firmly by suitable means to prevent pilferage.

10.2 Short lengths *from 100 Meters to 449 Meters, restricted to 5% of purchase order quantity from the same lot at the rate equal to 75% of applicable rate may be supplied.* These shall be wound in coils and packed separately with the length indicated on the packing.

10.3 The coils shall be tied with nylon ribbon and then wrapped properly with Hessian cloth or any other suitable means, such that the coils are not damaged during transportation. The protected coils shall be strapped at two placed with nylon strap.

- 10.4 Each coil shall be accurately tagged with a label sealed in transparent polythene for safety against ingress of water.
- 10.5 Each coil shall consists of a single length of wire. For purpose of tests; at least a length of 15 cm of the inner end of the wire shall be brought out.
- 10.6 The following marking shall appear on the packing:
- Manufacturer's name and address
 - Order Number
 - SSTDW-0.5 mm with FGRSM (Fibre glass roving strength member)
 - Length of drop wire coil and coil lot/serial number and
 - Year of manufacture

11.0 Quality requirements :

11.1 Quality requirements of the manufacturing system

The item shall be manufactured in accordance with international quality standards minimum of ISO 9001:2000 for which the manufacturer should be duly accredited. A quality plan describing the quality assurance system following by the manufacturer would be required to be submitted.

12 Following addendum should also form a part of these Technical Specifications in respect of clause No. 4 and 6.

In order to improve the characteristic of round shape self-supporting twisted drop wire, insulation material of insulated compound of HDPE without UV for conductor insulation and HDPE with UV for sheath material must be used.

While testing the finished product, following testing should also be conducted and this should also be a part of technical specification of round shape self supporting twisted drop wire.

Test	Unit	Round shape self-supporting twisted drop wire
Insulation Resistance at 500 V DC	M Ω Per Km	10000 M Ω Per Km
Character Impedance at 1 MHz	Ω	100 \pm 15
Character Impedance at 4 Mhz	Ω	100 \pm 15
Attenuation at 1 MHz	Db / 100 m	2.0 (max)
Attenuation at 4 MHz	Db / 100 m	4.1 (max)

**SECTION-VII
PART A
BID FORM**

To,
AGM (MPL),
CSD-COMPOUND, NETAJI NAGAR,
NEW DELHI-110023.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliverin conformity with the said drawings, conditions of contract and specifications for the sum shown in the price schedule attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, to commence deliveries within (45) days and to complete delivery of all the items specified in the contract within (three) months calculated from the date of issue of your purchase order.
3. If our bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @5% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of. 150.....Days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understood that you are not bound to accept the lowest or any bid, you may receive.

Name and Signature.....
Dated thisday of2019

.....

In the capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

SECTION-VII
(PART-B) FORM-A

1.The Tenderer

- i) Name of the Company
- ii) Mailing Address
Telephone
FAX
- iii) Location of manufacturing facility.
- iv) Name of the Managing Director.

2.Manufacturing Capacity, (Product wise)

- i) Licensed Capacity
- ii) Installed Capacity.
- iii) Equipped Capacity for through put.
- iv) Actual production/sales of the quoted items during the last three years. i.e 2015-16, 2016-17 and 2017-18

- 3. i) Brief description of the facilities for Manufacture, production, inspection, Testing and quality assurance.
- ii) If the equipment (s) being offered has been evaluated/tested by any organisation such as TEC/DOT (QA)/ISI/ISO 9001/9002 or equivalent certification etc., details of same may please be provided.
- 4) State whether the equipment offered conform to the specifications in the tender and subsequent amendment, if any clearly state the deviations, if any.

- 5) State specifically whether the price(s) quoted, to the best of your knowledge and belief, are not higher than what is permissible to you from a private purchaser for similar good under any law in force at the time of bidding. If not, state the reason(s) and the margin of profit.
- 6) Constitution of the Company
i.e. is the company Registered under
- i) The Indian Companies Act 2013 or any previous company law.
- ii) The Indian Partnership Act 1931
Name of the Partners i)
ii)
iii)
- iii) Any other Act (give details)
7. Please state if the offers are directly from the Manufacturers Yes /No
If no to 7th
- i) Do they have Distributors /Dealers/Marketing Agents etc. Yes/No
- ii) If yes please state
- iii) The Name and Address of the Distributors /Dealers/Marketing Agents etc
- iv) The service which the Distributors /Dealers/Marketing Agents etc shall provide.
- v) Amount of Commission /Remuneration payable to the Distributors /Dealers/Marketing Agents
8. Brief description of After sales service facilities available with the Bidder
- i) Repair shop
- a) Location
- b) Facilities available for repairs
- ii) Nos of employees for customer support/ after sales service at Delhi
(Attached documentary proof)

a) Engineers

b) Technicians

9. Are you providing comprehensive post warranty annual maintenance to the organizations at Delhi where you have supplied similar goods in the past. Yes/No

i) If yes, name three such organizations

ii) Are the above organizations satisfied with the performance and quality of Service rendered? PI attach copy of the certificate of satisfactory services issued by such organization.

10) Please indicate the details of The items being offered which have been Supplied during last three years to any other organization.

11) Details of the similar items supplied Installed and commissioned in last three years.

(attach documentary proof)

12) Details of Bank Particulars, Branch, MICR No., IFSC/RTGS Code etc.

Signature with Stamp

SECTION VIII

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with the Stamp Act)

B.G. NO. : -----
DATE OF ISSUE : -----
VALID UPTO : -----
Tender Enquiry No: -----

Ref: -----

Whereas(Hereinafter called” The Bidder”) has submitted its bid dated.....for the supply ofvide Tender No.....dated.....KNOW ALL MEN by these presents that WE.....OF.....having our registered office at(hereinafter called “The Bank”) are bound unto MAHANAGAR THLEPHONE NIGAM LIMITED (hereinafter called “The Purchaser”) in the sum of Rs.....for which payment will and truly to be made of the said purchaser, the bank binds itself, its successors and assigns by these present.

THE CONDITIONS OF THE OBLIGATIONS ARE:

1. If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of his bid by the purchaser during the period of bid validity.
 - a. Fails or refuses to execute the contract, if required, or
 - b. Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
3. If at any stage it is found that the documents in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage by the bidder.

4. "If at any stage it is found that the bidder resorted to / was involved in cartel information. "

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of any or more or all of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the clause 12 and 28.2 and 38 of section-II of the bid document up to and including **THIRTY (30) days** after the period of bid validity and any demand in respect thereof should reach the bank not later than the specified date/dates.

Signature of the Bank Authority

Name:

Signed in the capacity of

Full Address of the branch

Name and Signature of Witness

Address of witness

Tel. No. Of branch:

FAX No. Of branch:

SECTION –IX**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(In case bidder desired to physically attend bid opening, otherwise firm can participate online)

To reach in the **O/o AGM (MPL), CSD-COMPOUND, NETAJI NAGAR, NEW DELHI-110023**

To

Asstt. Genl. Manager (MP-L)
CSD-COMPOUND,
NETAJI NAGAR,
NEW DELHI-110023

Subject: Authorization for attending bid opening of the tender No: T. E. No: AGM (MPL)/ Round Shape Twisted S.S. Drop Wire /2018-19/02

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ - (bidder) in order of preference given below: -

<u>Order Preference</u>	<u>Name</u>	<u>Specimen Signature</u>
-------------------------	-------------	---------------------------

I.

II.

Alternate

Representative. Signature of Bidder

OR

Officer authorized to
Sign. the bid documents
on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION –X**(INDEMNITY BOND ON Rs. 100/- STAMPED PAPER DULY NOTARIZED)****DECLARATION:**

I _____ son of /wife of Shri _____

And proprietor /Director / partner/ Authorized Signatory of

M/S _____

Do hereby solemnly affirm and declare as under:-

1. That I am the sole prop./partner/Director/ Authorized Signatory of M/s -----

which

has never ever been debarred and / or black-listed by any MTNL/BSNL unit and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor or authorized signatory of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits regarding the failure of contractual obligations.

3. That I state & declare that none of my near relatives or any relatives of the partners or other directors, are working in MTNL in general and in MM and construction wings in particular.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be black-listed / debarred for future works / contract with MTNL/BSNL/DOT. Any such action shall however be without prejudice to MTNL's rights under the law.

The above declaration is given in accordance with the NIT conditions.

Signature of Prop. /Partner/Director/ Authorized Signatory

(Shri / Smt./Miss)

Note: 1. If the firm has been debarred and / or blacklisted by any Deptt. Of Central Govt./State Govt./PSU/Public bodies / Municipalities in past and now the order has been revoked or period finished or court case is under process, then firm should furnish details of such cases.

2. The near relatives for this purpose are defined as per clause no. 34 of section-II.

3. The authorized signatory is signing this indemnity bond on behalf of proprietor/directors/partners and will not relieve the proprietor/directors/partners from any /all the legal bindings as envisaged herein.

PART-B

(Financial Bid)

]

**Section-XI
PRICE SCHEDULE**

Subject: T. E. No: AGM (MPL)/ Round Shape Twisted S.S. Drop Wire /2018-19/02

Sl No	Item Description	HSN Code	Quantity in KMs	Basic Unit Price CIF-destination inclusive of Freight, Forwarding Packing, insurance and any other incidental charges in Rs.	Discount offered if any on Basic unit price in Rs.	Basic Unit Price CIF-destination inclusive of Freight, Forwarding Packing, insurance and any other incidental charges after discount if any in Rs. .	GST Rate		Unit Price inclusive of GST (7)+(9)in Rs.	Total Price (4) x (10) in Rs.	GST Credit Eligible Amount in Rs.	Net cost to MTNL excluding GST Credit Eligible Amount (11-12 In Rs.
							%	Amount (Rs)				
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Round Shape Twisted S.S. Drop Wire (0.5mm)		3000									

NOTE:

1. "We hereby certify that HSN code shown in Col. 3 are correct & Input Tax Credit for the amount shown in Col. (8) and (9) above is admissible as per GST Rules".
2. The bidder shall quote separately for hardware and software as per special conditions of the contract.
3. In case the bidder is registered under composite scheme then no GST shall be payable. Bidder should make declaration in bid document with regard to being a Composition Dealer under GST and fill the amount as "NIL" in the column "GST Credit Eligible" in column 12. The vendor shall mention in the invoice prominently that it is under composition scheme under GST, ACT 2017.
4. The bidder submitting the offer with concessional Goods and Services Tax (GST), shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to MTNL it shall be included in the price of the goods/services and "NIL" amount be mentioned in the column "GST Credit Eligible" in column 12.

(Sign. of Bidder with seal)

PART-C

(Performa for documents required at
the time of award of contract)

SECTION XII

PROFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the ED, MTNL, Delhi (herein after called "MTNL") having agreed to exempt----- (herein after called "The said contractor(s)") from the demand under the terms and conditions of an agreement/advance purchase order No.....dated.....made between.....andfor the supply of(herein after called "The said agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the Bank Guarantee forwe, (name of the bank).....(herein after referred to as "the bank") at the request of.....(contractor(s)) do hereby under take to pay to the MTNL an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We (name of the bank).....do hereby under take to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payments.
4. We (name of the bank).....further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the MTNL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till (office/department) MTNL certifies that the terms and conditions of the said agreements have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing

on or before the expiry of **Two years** (as specified in the PO) from the date thereof. We shall be discharged from all liabilities under this guarantee thereafter.

- 5. We (name of the bank).....further agree with MTNL, that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on part of MTNL or any indulgence by the MTNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
- 7. We (name of the bank).....lastly under take not to revoke this guarantee during its currency except with the previous consent of the MTNL, in writing.

Dated the.....day of2019

For.....

(Indicate the name of the bank)

Full Address of the branch

Tel. No. Of branch:
FAX No. Of branch

SECTION XII (A)

ADDITIONAL BANK GUARANTEE

To
MTNL,

1. In consideration of the Competent Authority, (hereinafter called "MTNL") having agreed to exempt----- (hereinafter called "The said contractor(s)") from the demand under the terms and conditions of an agreement/advance purchase order No.....dated.....made between.....andfor the supply of(hereinafter called "The said agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions related to extension of Delivery schedule contained in the said agreement, on production of additional Bank Guarantee forwe, (name of the bank).....(hereinafter refer to as " the bank") at the request of.....(contractor(s)) do hereby under take to pay to the MTNL an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said contractor(s) of any of the terms or conditions related to the delivery schedule contained in the said agreement.
2. We (name of the bank).....do hereby under take to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s) of any of the delivery schedule related terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement within the extended delivery schedule. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payments.
4. We (name of the bank).....further agree that the guarantee herein contained shall remain in full force and effect during the

period that would be taken for the delivery schedule related obligations against the said agreement have been fully met or till -----
------(Office/Department) MTNL certifies that the delivery schedule related terms & conditions of said agreement have been fully or properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **One year** (for delivery of goods)/ **ONE and Half Years** (For turnkey projects) from the date hereof. We shall be discharged from all liabilities under this guarantee thereafter.

- 5. We (name of the bank).....further agree with MTNL, that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s)from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on part of MTNL or any indulgence by the MTNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
- 7. We (name of the bank).....lastly under take not to revoke this guarantee during its currency except with the previous consent of the MTNL, in writing.

Dated the.....day of2019

For.....

Indicate the name of the bank with full address)

- Witness: 1.
2.

Telephone no of Bank
FAX No. of **Bank**

SECTION XIII

PERFORMA FOR AGREEMENT

This Agreement is made on this day of _____

BETWEEN

MAHANAGAR TELEPHONE NIGAM LIMITED, a company registered under the Indian Companies Act and having its Registered office at 5th floor 9, C.G.O. Complex Lodi Road New Delhi-110003 (hereinafter called MTNL)

The term MTNL shall unless repugnant to the context of contrary to the meaning shall include all its assigns, successors, and persons nominated or appointed by MTNL and interalia, deal with the supervise the execution of this contract.

And

_____ A COMPANY
 REGISTERED UNDER THE INDIAN Companies act having its registered office at _____ who is
 _____ is
 Managing Director in the company and is fully authorized and competent to enter into sign. This agreement on behalf of the company (hereinafter called "Contractor")

Where as the contractor has made the offer /tender to dully perform the work under this contract for being the supply of _____ after making himself aware and understanding fully the implications of the terms and conditions and specifications along with the contract and related documents/ agreements which offer/tender has been accepted by the MTNL on the terms and conditions mentioned herein after and after representing that he is fully capable of complying with the aforesaid term.

Whereas the contractor has undertaken to furnish a performance guarantee for a sum of Rs _____ only in the form of Bank Draft drawn in favour of MTNL on any schedule Bank at Delhi or an unconditional Irrevocable Bank Guarantee in favour of MTNL for a minimum period of **24 months**.

1. Whereas the contractor has submitted the required Income-Tax Certificate from the Income Tax officer concerned in the appropriate form.
 The contract document shall mean and include apart from the present documents, the following: -
 - a) The terms and conditions stated in the Notice Inviting Tender No. _____ including _____ instructions/special instructions and General/Special conditions contained therein.
 - b) The specifications for _____ contained in Tender document.

- c) Amendment/ Modifications issued vide letter No _____ dated _____
- d) Offer of the contractor _____ dt _____

2. Now, Therefore, the contracting parties agree that the contractor shall supply the _____ and _____ the following term and conditions.

ITEM	QTY.	ALL INCLUSIVE UNIT PRICE	TOTAL QTY PROPOSED by THE PURCHASE	WARRANTY PERIOD

- 3(i) The all-inclusive price(s) offered under the contract includes GST, Freight, Insurance, installation , commissioning and Delivery at site in Delhi.
- ii) MTNL shall have discretion to place add-on order(s) up to a maximum of 100% in one or more lots during one year from the date of issue of PO at the same prices or a downwardly negotiated rate subject to the terms & conditions stipulated in the NIT.
- iii) Any delay in successful supply of the ordered quantities of the equipment shall attract Liquidated Damages at the rates prescribed in the NIT.

4. **INTERPRETATION:**

- 4.1 The contract shall comprise of all the documents, referred to herein before under para _____ provided that in the event of any inconsistency between the terms thereof and the terms of any other documents on para _____ comprising part of this contract the terms hereof shall prevail.
- 4.2 The words IT, He and Their derivatives are used for any person whether male or female or a juristic person. Unless contrary appears from the contract word imparting the singular number include the plural number and words imparting the plural number include the singular number.
- 4.3 The marginal notes, if any, or the heading shall not control the meaning of the body of the clauses stated hereinabove. The same shall not be referred to for a purpose of interpreting and constructing the terms of this contract.

5. JURISDICTION:

- 5.1 The parties hereby agree that the courts in the city of New Delhi alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising under this contract and any award or awards made by the sole arbitrator herein under shall be filed in the concerned Courts on the city of New Delhi only.

6. EFFECTIVE DATE

This contract shall become effective on from the date the Performance Guarantee to the satisfaction of MTNL is furnished by the contractor. On receipt of the said guarantee MTNL shall issue a certificate, which shall specify the date on which the guarantee was received by the MTNL, which date shall, for the purpose of this contract, be deemed to be the Effective Date.

In witness Where of both the parties have put their signature below:-

EXECUTIVES

WITNESS: -

1.

2.

SECTION- XIV

WARRANTY CERTIFICATE

The contractor shall warrant that material to be provided shall be as per technical specification and shall be free from all defects and faults and shall be of the highest grade consistent with the established and generally accepted standards of this type and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop during proper use arising from faulty materials, design or workmanship, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Divisional Engineer in charge of installation who shall state in writing in what respect store/job is faulty.

This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **Twelve (12) months** after the date of taking over or **Twelve (12) months** from the date of supply which ever is earlier or minimum guarantee period of the job.

If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned period of twelve (12) months, whichever may be later. Similar provisions will be applicable in respect of rectification made to the job /works if any defect is not remedial within a reasonable time, MTNL may proceed to do the work /supply at the contractor's risk and expenses, but without prejudice to any other rights which the MTNL may have against the contractor in respect of such defects.

Replacement /renewal/rectification under warranty clause shall be made by the contractor, free of all charges at site including freight, insurance and other incidental charges and cost.

Part-D

Section-XV

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPRATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the

bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

<i>MTNL Contact</i>	
<i>MTNL Contact Person</i>	<i>AGM (MPL) , MTNL, CSD Compound Netaji Nagar New Delhi -23</i>
<i>Telephone/ Mobile</i>	<i>011-26881552, Mobile No. 9013131839</i>
<i>E- mail ID</i>	<i>agmplnws@bol.net.in</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on **Central Public Procurement Portal website** <https://eprocure.gov.in/eprocure/app> developed by **National Informatics Centre (NIC), Ministry of Electronics & Information Technology, GOI** (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Technical-Part
 - Financial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the following documents before closing date and time in a Sealed Envelope.

Contact Persons Name: AGM (MPL) MTNL, CSD Compound Netaji Nagar New Delhi -110023

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- 1. Original copy of the Bid Security in the form of a Bank Guarantee or DD*
- 2. DD/ Bankers cheque of Rs. 2360/- drawn in favour of Account Officer (Cash) MTNL CSD Compound ,Netaaji Nagar New Delhi 110023, payable at New Delhi against payment of tender fee/ Copy of valid NSIC Certificate (If applicable).*
- 3. General Power of Attorney in favour of Authorized Signatory.*
- 4. Indemnity Bond on Rs.100/- stamp paper as per Section -X (Duly Notarised)*
- 5. Hard copy of Techno commercial bid and Financial Bid sealed in separate Envelopes.*
- 6. MOU for Integrity Pact as per Section -XVI*

Note: The Bidder should also upload the scanned copies of the above original documents Mentioned at sl no.1 to 6 as Bid-Annexure during Online Bid-Submission .

ANNEXURE-I

MAHANAGAR TELEPHONE NIGAM LIMITED
DELHI TELEPHONES, NEW DELHI
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(MODEL MANDATE FORM)

(To receive payment through Credit Clearing Mechanism)

1. Contractor's Name-
2. PAN No.
3. Particulars of Bank Account-
 - (a)
 - (b)
 - (c) Bank Name-
 - (d) Branch Name-
 - (c) Address-
 - (d) Telephone-
 - (e) 9 digit code Number of the Bank & Branch
(Appearing on the MICR cheque issued by the Bank)
 - (f) Account No.
 - (g) Account Type-
(S.B. Account/Current Account or
Cash credit with code 10/11/19)
 - (h) Ledger No/Ledger Folio No.
(As appearing on the cheque Book)
 - (i) RTGS/ NEFT/ IFSC Code.

Please attach a Bank cancelled Cheque or photocopy of a cheque or front page of your Savings Bank passbook issued by your Bank for verification of the above particulars.

4. Date of Effect-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information or incorrect information. I wouldn't hold user in question responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date-

Signature of Contractor

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized Official of the
Bank
With Bank Seal

Section XVI

INTEGRITY PACT

Between

Mahanagar Telephone Nigam Limited (MTNL) hereinafter referred to as "The Principal"

And

.....**hereinafter referred to as "The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) PRINCIPAL is committed to have most ethical and corruption free business dealings with Bidder(s)/contractor(s).
 - (b) No employee of the Principal, 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 self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (c) The Principal will, during the tender process treat all Bidder(s) with equity and reason and will deal with them in a fair and transparent manner. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (d) The Principal will exclude from the process all known prejudiced persons.

- (e) PRINCIPAL will honor its commitments and make due payments to the Bidder(s)/Contractor(s) in a timely manner.
 - (f) PRINCIPAL will initiate action and pursue it vigorously whenever unethical behavior occurs or is suspected to have occurred.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use impropriety, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(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.
 - (e) The Bidder(s)/Contractor(s) will not make any false or misleading allegations against the principal or its associates.
 - (f) The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL.
 - (g) The Bidder(s)/Contractor(s) will promote and observe best ethical practices within its organization.
 - (h) The Bidder(s)/Contractor(s) will promptly inform the Independent Monitor (of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and
 - (i) If comes to know of any unethical or illegal practice in PRINCIPAL.
 - (ii) If he makes any payment to any PRINCIPAL Associate.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor (s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as Part-H.

Section 4 - Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5 - Previous transgression

- (i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors

- (i) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Corporate Vigilance Office and may initiate criminal proceedings against the violating Bidder(s)/Contractor(s).

Section 8 – Independent External Monitor/Monitors

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MTNL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, MTNL within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, MTNL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MTNL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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, MTNL.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the

tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

- (2) Changes and supplements as well as termination notice need to be made in writing.
- (3) **If the Contractor is a partnership firm 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 the Principal)
(Office Seal)**

**(For & On behalf of Bidder/Contractor)
(Office Seal)**

**Place -----
Date -----**

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Note: If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members