

**MAHANAGAR TELEPHONE NIGAM LIMITED  
OFFICE OF THE GENERAL MANAGER (TRANSMISSION)  
KIDWAI BHAWAN, NEW DELHI-110 001.**



**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtailes /2020-21/16**

**E-TENDER FOR PROCUREMENT OF "FDMS (INTERNAL),FTBs, Patch Cords & Pigtailes"**

Cost of Tender Document Rs 590/-.  
(Inclusive of GST@18%)

Ref: T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16

Dear Sir,

Please find enclosed the following bid documents in original to be used for submission of the bid: -

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The tender shall be submitted through e-tendering system on website <https://eprocure.gov.in/>. Your offer complete in all respect as per enclosed documents must be submitted latest by **on schedule date and time of submission of bid.**

*"Bidders are advised to familiarize themselves adequately with e-tendering system on website <https://eprocure.gov.in/>, 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 of Contract" & "Technical Specifications" will supersede the Instruction to Bidders and General (Commercial) Conditions, wherever there is a conflict.**

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission tendering System through its web site <https://eprocure.gov.in/>. The EOIs/Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on line. Bids

for various EOIs/Tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site.

The bidders can enroll themselves on the website <http://eprocure.gov.in> using the option "Click here to Enroll".

This enrollment is free at this point of time. Possession of a **Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token** in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://eprocure.gov.in> under the link "**Information about DSC**". The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

Contractors can also attend the **training/familiarization programme** on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

### **Advantages of E-Tendering System**

The bidders will be able to watch the status of the EOIs / tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail. For the bidders who have registered themselves on the website through the "**Stay Updated**" option, information of all the EOIs / tenders for which they are interested to participate will be sent by E-Mail.

Please note that all the departments of GOVERNMENT OF INDIA through E-PROCUREMENT SYSTEM are gradually switching over to e-tendering system in a phased manner. All the EOIs/Tenders in future will be issued only through the e-tendering system and only registered contractors will be allowed to participate in the tendering process.

Tender bids shall be opened online at 12:00 hours onwards on the schedule date of opening. The authorized representatives of the bidders may attend the bids opening either online or at MTNL premises, personally along with letter of authorization for attending bid opening at following address mentioned below: Thanking you,

Yours faithfully,  
DGM (TX-MM)  
Room No 355, Kidwai Bhawan  
Janpath, New Delhi-110001

Encl: Bid documents.

## Annexure-A

### Check List

**This checklist should be the cover page of the original techno-commercial bid.**

While submitting the bid, bidders are required to check/clearly mention whether they have submitted following documents. Reason(s) for non-submission of any document is to be clearly mentioned here.

	ITEM	Yes/N O	Page No.
1.	<b>All the pages of Bid and enclosures are serially numbered in print form as per clause No.14 of Section-II of the tender document. The total no. of pages in the bid are to be indicated here</b>	YES/No	No of Pages=
2.	The covers of the bids are <b>properly sealed</b> as per clause 15, Section-II	Yes/No	N.A.
3.	<b>Cost of tender document in form of DD/Pay order or copy of NSIC/MSE registration Certificate (for tendered items, quoted for)</b> as per Clause 6, Section-I has been submitted.		
4.	<b>Bid Security declaration or copy of NSIC/MSE registration Certificate (for tendered items, quoted for)</b> as per Clause 12, Section-II has been submitted	Yes/No	
5.	The <b>Financial Bid</b> has been submitted on-line as per clause 8,9 and 14 of section-II and the rates have been quoted in accordance with specified format/details in the Tender Document form as per Section-X, Pt-I, Pt-II.	Yes/No	Part-B
6.	<b>General Power of Attorney</b> in favour of the signatory in case of Partnership firm/ Registered company / Proprietorship firms <b>duly notarized</b> given by all partners in case of Partnership firm, by the Resolution of the Board given by authorized director(s) in case of company and the proprietor in case of proprietorship firm as per Clause-10 Section-II has been submitted.	Yes/No	
7.	<p style="text-align: center;"><b>i</b></p> Valid TAC/TSEC/SAC of the tendered items (Quoted for) for the Technical specifications as specified in Section VI (Technical specifications) of Tender Document, as per Clause No. 2.2 (i)(a) of Section-II has been submitted. <p style="text-align: center;">OR</p> An undertaking to supply the tendered items (quoted for) as per specifications mentioned in Section VI (Technical specifications) of tender document, <b>as per Clause No. 2.2(i)(a) of Section-II has been submitted.</b>	Yes/No	
	<p style="text-align: center;"><b>ii</b></p> In case the date of validity of TAC/TSEC/SAC is being expired within the date of bid validity, the bidder shall submit an undertaking to the effect that he shall get the TAC/TSEC/SAC of the tendered items revalidated against the specified GR before issue of APO/ P. O. as per Clause No. <b>2.2(i)(b)</b> of section-II has been submitted.	Yes/No	

	<p>iii</p> <p>At least one Inspection Certificate (IC) of tendered items (quoted for) under same TEC GR as specified in Section VI (Technical Specifications) issued from QA wing of BSNL/ MTNL, during the period commencing from 01.04.2017 to the last date of submission of bid for:</p> <p><b>(a) For Package A:</b> At least for <b>99 No.'s</b> of FDMS of any type of FDMS (6F/12F/24F/48F) wall mountable along with Pig tail.</p> <p><b>(b) For Package B:</b> At least for <b>63 No.'s</b> of FTBs of any type of FTBs (1F/6F/12F) wall mountable with both ends/one end Connectorised with SC-APC or any type of connector under same TEC GR.</p> <p><b>(c) For Package C:</b> At least for <b>538 No.'s of Patch cords</b> of any length with <b>FC-PC to SC-UPC/ SC-PC to SC-UPC connectors</b> or with any type of connector under same TEC GR.</p> <p style="text-align: center;">OR</p> <p>A certificate from PO issuing authority for supply of tendered items (quoted for) under same TEC GR/Specifications as specified in Section VI (Technical Specification), in case the bidder has successfully executed educational/ commercial order issued by any other telecom service provider/ Government Department/ PSU in respect of "Tendered Items" (quoted for) during the period commencing from 01.04.2017 to the last date of submission of bid for at least:</p> <p><b>(a) For Package A:</b> At least for <b>99 No.'s</b> of FDMS of any type of FDMS (6F/12F/24F/48F) wall mountable along with Pig tail.</p> <p><b>(b) For Package B:</b> At least for <b>63 No.'s</b> of FTBs of any type of FTBs (1F/6F/12F) wall mountable with both ends/one end Connectorised with SC-APC or any type of connector under same TEC GR.</p> <p><b>(c) For Package C:</b> At least for <b>538 No.'s of Patch cords</b> of any length with <b>FC-PC to SC-UPC/ SC-PC to SC-UPC connectors</b> or with any type of connector under same TEC GR.</p> <p>as per Clause 2.2(ii) Section II of Tender Document has been submitted.</p>	Yes/No	
8.	Duly attested <b>audited (if applicable) balance sheet along with P&amp;L Account or</b> Annual Report for any of three audited financial years i.e., 2016-17 2017-18, 2018-19 and 2019-20 indicating turnover of the bidder as per Clause 2 and 10 of section-II of Tender document has been submitted.	Yes/No	
9.	Copy of <b>Latest and valid NSIC /MSE Registration certificate for the tendered items (quoted for)</b> , if applicable, in case of NSIC/MSE registered firms as per Clause 10.1(v) and Clause 12.1 Section-II, of tender document has been submitted.	Yes/No	
10.	<b>Clause-by-Clause Compliance of</b> Technical Specifications (Section-VI), Commercial Conditions (Section-III) and Special Conditions (Section-IV) <b>or Declaration of Deviation as per clause 11.2 ( c) of Section-II has been submitted in the format as per Annexure-B.</b>	Yes/No	
11.	Before submission of bids, for latest amendments/information on this tender, the website <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> has been seen as per Clause 5 and 6 of section-II.	Yes/No	N.A.
12.	Certificate of incorporation <b>as per clause 10 of section-II has been submitted.</b>	Yes/No	
13.	<b>Article or Memorandum</b> of Association or partnership deed or proprietorship deed as the case may be <b>along with subsequent amendments etc.</b> as per Clause 10 of section-II has been submitted.	Yes/No	
14.	<b>Registration certificate</b> from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, and Government of India as per Clause 10 of section-II has been submitted.	Yes/No	

15.	Approval from Reserve Bank of India / SIA in case of foreign collaboration as per clause 10 of section-II has been submitted.	Yes/No	
16.	Copy of valid Goods and Service Tax Registration No. (GSTIN) as per clause-10, Section-II has been submitted Or mention as unregistered dealer. OR If bidder has opted Composition Scheme under GST, a declaration in this regard has been submitted by bidder in bid document as per clause-10, Section-II.	Yes/No	
	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		
17.	Documentary evidence regarding the financial, technical and production capability necessary to perform the contract details as per Form "A". as per clause 10.2 of section-II has been submitted.	Yes/No	
18.	Documents establishing the conformity of his bid to the bid document as per clause 11.1 section-II has been submitted	Yes/No	
19.	Documentary evidence of the goods and services conformity to the bid documents as per clause 11.2 section-II has been submitted.	Yes/No	
20.	Un Priced - Price Schedule (Annexure-E –1/2 & 2/2) in Part-A Techno-Commercial Bid) as per clause 7 of Section-IV has been submitted.	Yes/No	
21.	Bid validity for 150 days from the date of opening of bids as per clause 13 of section-II has been submitted.	Yes/No	
22.	Relationship Certificate (as per format in Annexure-C) as per clause 34, Section-II of the Tender Document by all directors of the firm in case of a company / by all partners of the firm in case of a Partnership firm / by Proprietor of the firm in case of a Proprietorship firm.	Yes/No	
23.	A declaration regarding non blacklisting/debarring/banning shall have to be furnished by the bidder along with the bid as per format given in Annexure-D required as per clause 10.1 (xi) a.	Yes/No	
24.	ISO (Certificate, if available) has been submitted.	Yes/No	
25.	Whether quoted for 100% quantity as per Clause 8 of section-IV?	Yes/No	N.A.
26.	Proof of classification of Enterprise into MICRO, SMALL and MEDIUM Enterprises vide Central Government notification No. So 1642 (E) dated 29.09.2006 as per Clause 10.2(ii) of Section-II has been submitted.	Yes/No	
27.	ECS mandate form as per format given in Annexure-I has been submitted.	Yes/No	
28.	Copy of MOU agreement with OEM (if applicable) as per Clause 2 .1 section-II has been submitted.	Yes/No	
29.	An undertaking that goods supplied shall conform to the TEC GR specified in Section-VI (Technical Specification) of the tender document as per clause 10 Section-II has been submitted.	Yes/No	
30.	Any other document	Yes/No	

\* Strike out whichever is not applicable.

**Note: The bidder is requested to submit the following documents in offline mode to the under mentioned address before the scheduled date & time of Public Online Tender Opening Event in a Sealed Envelope:**

Contact Persons Designation: DGM (TX-MM)

Address: Room No. 355, 3rd Floor, Kidwai Bhawan  
MTNL, Janpath New Delhi-110001  
Ph: 011-23311121.

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

1. Bid Security declaration or NSIC/ MSME certificate for tendered items (quoted for) issued from Appropriate Authority for claiming exemption from submission of bid security in accordance with the details mentioned in tender document.

2. DD/ Pay order of **Rs. 590/-** drawn in favour of Account Officer (Cash) Planning, MTNL, New Delhi, payable at New Delhi against payment of tender fee or Copy of valid NSIC /MSME Certificate for tendered items.
3. General Power of Attorney (duly notarized) in favour of Authorized Signatory.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**SECTION- I**  
**NOTICE INVITING TENDER**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

On behalf of Executive Director MTNL, New Delhi, online tenders are invited in two parts (Part A- Techno- commercial bid, Part B- Financial bid) from indigenous sources engaged in manufacturing /supply of “Tendered Items” as per TEC Specifications specified in Section-VI– Technical Specifications of the Tender Document, except to those which are blacklisted, banned or debarred from participation during the currency of such punitive measures.

**1. Description of Item, Quantity and Specifications**

S. No.	Item	Quantity (in Nos.)	Specification
<b>1.</b>	<b>Package-A</b>		
i	FDMS- 24 F Bldg. Premises (CPB) Type-III A	200	TEC Spec No. GR/FDM-01/02 April 2007 (with latest amendments if any)
ii	FDMS-48 F Bldg. Premises (CPB) Type III B	195	
<b>2.</b>	<b>Package-B</b>		
i	6 F FTB Type-II with 6 SC-APC adopters & 12 SC-APC Pigtails. Mechanical splice, wall mountable.	200	TEC GR No. GR/TX/FTB-02/02 April-2010 with latest amendments if any. The FTB should be compact with the length and width being as small as possible. The depth should not be more than 50 mm. It should have the provision of 6 SC-PC adopters and 6 SC-PC pig tails for mechanical splicing with BIF cable
ii	6 F FTB Type-II with 6 FC-FC adopters & 6 SC-PC Pigtails. Mechanical splice, wall mountable.	50	
<b>3.</b>	<b>Package-C</b>		
i	PATCH CORD 5 Mtrs SC UPC-SC APC- Simplex	500	TEC GR No. TEC/GR/TX/OFJ-01/05 Nov-09 with latest amendments if any
ii	PATCH CORD 20 Mtrs (SC PC-SC UPC) Simplex	100	
iii	PATCH CORD 20 Mtrs (FC PC-SC UPC ) Simplex	550	
iv	Pig tails 1.5m SC-UPC	500	
v	Pig tails 1.5m SC-APC	500	

**NOTE: The bidders can quote rates for any one or any combination or for all the Packages. Evaluation for ranking will be done Package-wise.**

2. Due Date & time submission of Bid: On schedule date and time of submission.
3. Opening date & Time : On schedule date and time of Opening.
4. Tender Document Fee : Rs. 590/- (Inclusive of GST@18%).
5. The bidder shall furnish the Bid Security declaration as per format provided in Section VIII of tender document (in original) or copy of valid NSIC/ MSME Registration certificate for the tendered items (quoted for) shall be submitted before the scheduled date and time of opening of the bids to DGM (TX-MM), Room No. 355. Kidwai Bhawan, New Delhi-110001 without which the bid shall be rejected summarily, pursuant to Clause 31(viii) Section II of tender document

A scanned copy of Bid security declaration as per format given in section VIII of tender document /valid NSIC/MSME Registration certificate for the tendered items (quoted for) shall be uploaded along with Techno-Commercial bid.

The SSI units registered with NSIC may be given exemption from payment of Bid Security to the extent of their approved 'monetary limit'. The bidders (Small Scale units) who are registered with National Small 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.

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

6. Intending bidders may download the tender document, which contains full terms and conditions, detailed description, requirement particulars and all other related formalities to be fulfilled by the bidders, from the website <https://eprocure.gov.in/>. The cost of tender document is to be paid **off-line** in the shape of Demand Draft/ Pay order of **Rs.590/-** (Rupees Five Hundred and Ninety) only (inclusive of GST) in favour of Accounts Officer (Cash) Planning, MTNL, New Delhi before the scheduled date and time of opening of the bids to DGM (TX-MM) MTNL, Room No. 355, Kidwai Bhawan, New Delhi-110001.

The tender documents shall be issued to MSEs (Micro & Small Enterprises) units/bidders registered with MSME free of cost, provided the tendered item is listed in the Registration Certificate of MSME.

**In case of SSI units registered with NSIC, if the value of work/procurement is more than their monetary limit, they are not entitled to free tender document.**

The scanned copy of the Demand Draft/Pay Order for Tender Document Fee or valid NSIC /MSE Registration certificate for tendered items shall be enclosed by the bidder in its bid and Demand Draft or valid NSIC /MSE Registration certificate for tendered items shall be submitted to DGM (TX-MM) MTNL, Room No. 355, Kidwai Bhawan, New Delhi-110001, before scheduled date and time of opening of the bids **without which, the bid shall be rejected summarily, pursuant to Clause 31 (iv) Section II of tender document.**

7. **It is mandatory for all MSE bidders to declare their UAM number on CPPP (Central Public Procurement Portal), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012 for tenders invited electronically through CPPP.**
8. 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 bids shall be opened on the next working day at the same time without any further notice. The Financial bids of only those bidders will be opened on later date whose bids are found to be substantially responsive techno- commercially.
9. MTNL reserves the right to cancel/ reject the tender/bid without assigning any reason.
10. The firm shall give e-mail address in addition to Telephone Numbers and address for correspondence for inclusion in the contract.
11. Any indication of cartelization on the part of bidder may entail disqualification in this tender and further participation will be barred for another one years in MTNL.

DGM (TX-MM)  
Room No 355, Kidwai Bhawan  
New Delhi-110001  
Telephone 23311121,  
e-mail. ID: [detxmm@bol.net.in](mailto:detxmm@bol.net.in)

## Section-II

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

##### 1. DEFINITIONS:

- i) "The Purchaser" means the Mahanagar Telephone Nigam Limited.
- ii) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- iii) "The Supplier" means the individual or firm supplying the goods/providing services under the contract.
- iv) "The Goods" means all the stores, machinery, and/or other materials, which the supplier is required to supply/provide to the purchaser under the contract.
- v) "The Purchaser Order" 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.
- vi) "The Contract Price" means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligations.
- vii) The "Letter of Intent" means the intention of purchaser to place the purchase order on the bidder.
- viii) "Validation" is a process through which the stores/system is tested to ascertain its performance against set standards as per tender specification in MTNL Telecom Network.
- (ix) The term "Contract" means the documents forming the tender and acceptance thereof and the formal agreement enacted between MTNL and the Contractor together with other documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, (and known as "Tendered Documents") which will include the contract herein after referred to.
- (x) "NIGAM" means MTNL i.e. Mahanagar Telephone Nigam Limited, having its registered office at 5<sup>th</sup> Floor, Mahanagar Door Sanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi-110003 or other Administrative offices authorized to deal on his behalf posted in any of the offices of MTNL and shall include MTNL's successors and assignees.
- (xi) "ED" shall mean the Executive Director of MTNL Delhi.

Words, term and expressions not specifically defined herein or in tender documents shall have the same meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clause Act, 1897 as the case may be. Heads notes are for convenience purpose only and shall not affect the interpretation or construction of any provision hereof/bid documents.

##### 2 ELIGIBILITY OF BIDDERS

**The bidders should meet all the following eligibility conditions:-**

- 2.1 The eligible bidders should be Indian companies registered to manufacture the tendered item (quoted for) in India, or suppliers duly authorized by the original equipment manufacturers (OEM), having obtained clearance from Reserve Bank of India wherever applicable. **A copy of MOU agreement with OEM is required to be submitted along with the bid.**

In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product.
- 2.2 The bidders having adequate financial strength and in addition meeting the following conditions shall be eligible

- (i)(a) The bidders should have valid TAC/TSEC/SAC of the tendered items (Quoted for) for the Technical specifications as specified in Section VI (Technical specifications) of tender document.

OR

The bidder should give an undertaking to supply the tendered items (quoted for) as per specifications mentioned in Section VI (Technical specifications) of tender document.

- (b) In case the date of validity of TAC/TSEC/SAC of the tendered items (quoted for) is being expired within the date of bid validity, the bidder shall submit an undertaking to the effect that he shall get the TAC/TSEC/SAC of the tendered items (quoted for) revalidated against the specified GR before issue of APO/P.O
- (ii) The bidder should have successfully executed educational/ commercial order issued by MTNL/ BSNL/BBNL in respect of "Tendered Items" (quoted for). As a proof of having executed educational/ commercial order issued by MTNL/BSNL/BBNL in respect of "Tendered Items"(quoted for), the bidder should submit:

At least one Inspection Certificate (IC) of tendered items (quoted for) under same TEC GR as specified in Section VI (Technical Specifications) issued from QA wing of BSNL/ MTNL, during the period commencing from 01.04.2017 to the last date of submission of bid for

- (a) **For Package A:** At least for **99 No.'s** of FDMS of any type of FDMS (6F/12F/24F/48F) wall mountable along with Pig tail under same TEC GR
- (b) **For Package B:** At least for **63 No.'s** of FTBs of any type of FTBs (1F/6F/12F) wall mountable with both ends/one end Connectorised with SC-APC or any type of connector under same TEC GR.
- (c) **For Package C:** At least for **538 No.'s of Patch cords** of any length with **FC-PC to SC-UPC/ SC-PC to SC-UPC connectors** or with any type of connector under same TEC GR.

OR

A certificate from PO issuing authority for supply of tendered items (quoted for) under same TEC GR/Specifications as specified in Section VI (Technical Specification), in case the bidder has successfully executed educational/ commercial order issued by any other telecom service provider/ Government Department/ PSU in respect of "Tendered Items" (quoted for) during the period commencing from 01.04.2017 to the last date of submission of bid for at least:

- (a) **For Package A:** At least for **99 No.'s** of FDMS of any type of FDMS (6F/12F/24F/48F) wall mountable along with Pig tail under same TEC GR
- (b) **For Package B:** At least for **63 No.'s** of FTBs of any type of FTBs (1F/6F/12F) wall mountable with both ends/one end Connectorised with SC-APC or any type of connector under same TEC GR.
- (c) **For Package C:** At least for **538 No.'s of Patch cords** of any length with **FC-PC to SC-UPC/ SC-PC to SC-UPC connectors** or with any type of connector under same TEC GR.
- 2.3 The bidder should have average annual turnover of **Rs.11,96,000/-** during any of three audited financial years i.e., 2016-17, 2017-18, 2018-19 and 2019-20 and submit duly attested copy of audited balance sheet (if applicable) with P & L statement or Annual Report indicating required annual turnover for any of three audited financial years i.e., 2016-17, 2017-18, 2018-19 and 2019-20.

### 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 or outcome of the bidding process.

### B. THE BID DOCUMENT:

#### 4. BID DOCUMENT:

- 4.1 The goods required to be supplied; bidding procedures and contract terms & conditions are prescribed in the bid document. The bid document include: -

S.NO.	Title	Section	Page No.
1	<b>Check List</b>	Annexure-“A”	4-7
2	Notice Inviting Tender (NIT)	I	8-9
3	Instructions to bidders	II	10-22
4	General (Commercial) conditions of contract	III	23-35
5	Special conditions of contract	IV	36-37
6	Schedule of requirements	V	38
7	Technical Specifications	VI	39
<b>Part A : Techno-Commercial Bid</b>			<b>40</b>
8	Form ‘A’	VII	41
9	Bid security Declaration Performa	VIII	42
10	Letter of Authorization for Attending Bid Opening	IX	43
11	Clause by Clause Compliance and Declaration of Deviation Certificate	Annexure -‘B’	44
12	Close Relative Declaration	Annexure -‘C’	45
13	Declaration regarding Black listing	Annexure -‘D’	46
14	Un priced Financial Bid- Bid form and Price Schedule	Annexure-E (1/2 & 2/2)	47-48
15	Certificate that all the pages of bid and enclosures are serially numbered in print form	Annexure -‘F’	49
<b>Part B: Financial Bid</b>			<b>50</b>
16	Bid Form and Price Schedule	X	51-56
17	Electronic Clearing Service (Model Mandate Form)	Annexure-I	57
<b>Part C: Document to be submitted at the time of award of work.</b>			<b>58</b>
18	Performa for Performance Bank Guarantee	XI	59
19	Additional Bank Guarantee Bond	XI-A	60
19	Agreement Performa	XII	61-62
20	Warranty Certificate	XIII	63
<b>Part D</b>			
<b>Special instructions to Bidders for e-Tendering</b>			<b>64-66</b>

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 may result in rejection of the bid.

## 5. CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser on-line by using e-tendering system on website <https://eprocure.gov.in/>. The Purchaser shall endeavour to respond in writing to any request for the clarification on the Bid Documents, which it receives latest within 10 days from the date of issue of NIT. However, the Purchaser reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the Purchaser to respond to any question or to provide any clarification. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be posted on e-tendering system on website <https://eprocure.gov.in/> for information of all the prospective bidders.
- 5.2 Any clarification issued by MTNL New Delhi in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- 5.3 The bidders are required to keep a watch on the e-tendering system on website <https://eprocure.gov.in/> w.r.t. any amendment to the tender document or clarification to the queries raised by the bidders till a day prior to the submission of the tender. The Purchaser reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

## 6. AMENDMENT OF 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 **The amendments, if any, shall be part of bid documents and shall be displayed on e-tendering system on website <https://eprocure.gov.in/> and these amendments will be binding on all bidders. No separate communication would be given to the prospective 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:

- 7.1 The bid prepared by the bidder shall comprise the following components:

#### (i) Techno-Commercial Bid.

- (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 (c).
- (d) A copy of un priced financial bid form (Annexure-E-1/2) and price schedule (Annexure-E-2/2) must be enclosed with Techno-Commercial bid.
- (e ) Electronic Clearing Service (Model Mandate Form) as per Annexure-I.

#### (ii) **Financial Bid:**

- (a) A bid form and price schedule completed in accordance with clauses 8 and 9.

### 7.2 LANGUAGE OF THE BID:

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in **ENGLISH** language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage (s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and purchaser shall not be responsible for any loss/likely due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

## 8. BID FORM:

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.

## 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-X 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 30<sup>th</sup> 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 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or which ever is required as per terms and conditions of Bid Documents:-

- (i) Certificate of incorporation.
- (ii) Article or Memorandum of Association or partnership deed or proprietorship deed, as the case may be, **along with subsequent amendments etc., if there was /were changes in the constitution of board, partners or proprietors.**
- (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/ MSE Registration certificate for the tendered items (quoted for). In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by Appropriate Authority should also be enclosed. In case of SSI units registered with NSIC, the Registration certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered
- (vi) The bidders should submit valid TAC/TSEC/SAC of the tendered items (quoted for) for the Technical specifications as specified in Section VI (Technical specifications) of tender document, as per Clause 2.2(i)(a).
- (vii) In case the date of validity of TAC/TSEC/SAC of the tendered items (quoted for) is being expired within the date of bid validity, the bidder shall submit an undertaking to the effect that he shall get the TAC/TSEC/SAC of the tendered item (quoted for) revalidated against the specified GR before issue of APO/ P. O. as per Clause 2.2(i) (b).
- (viii) At least one Inspection Certificate (IC) of tendered items (quoted for) under same TEC GR as specified in Section VI (Technical Specifications) issued from QA wing of BSNL/ MTNL, during the period commencing from 01.04.2017 to the last date of submission of bid for

- (a) **For Package A:** At least for **99 No.'s** of FDMS of any type of FDMS (6F/12F/24F/48F) wall mountable along with Pig tail.
- (b) **For Package B:** At least for **63 No.'s** of FTBs of any type of FTBs (1F/6F/12F) wall mountable with both ends/one end Connectorised with SC-APC or any type of connector under same TEC GR.
- (c) **For Package C:** At least for **538 No.'s of Patch cords** of any length with **FC-PC to SC-UPC/ SC-PC to SC-UPC connectors** or with any type of connector under same TEC GR.

OR

A certificate from PO issuing authority for supply of tendered items (quoted for) under same TEC GR/Specifications as specified in Section VI (Technical Specification), in case the bidder has successfully executed educational/ commercial order issued by any other telecom service provider/ Government Department/ PSU in respect of "Tendered Items" (quoted for) during the period commencing from 01.04.2017 to the last date of submission of bid for at least:

- (a) **For Package A:** At least for **99 No.'s** of FDMS of any type of FDMS (6F/12F/24F/48F) wall mountable along with Pig tail.
  - (b) **For Package B:** At least for **63 No.'s** of FTBs of any type of FTBs (1F/6F/12F) wall mountable with both ends/one end Connectorised with SC-APC or any type of connector under same TEC GR.
  - (c) **For Package C:** At least for **538 No.'s of Patch cords** of any length with **FC-PC to SC-UPC/ SC-PC to SC-UPC connectors** or with any type of connector under same TEC GR.
- (ix) The bidder should submit an undertaking that goods supplied shall conform to the specifications mentioned in Section-VI (technical Specification) of the tender document
  - (x) (a) The bidder should have valid Goods and Service Tax Identification Number (GSTIN) and copy of the same need to be submitted or mention as unregistered dealer. 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.
    - (b) 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 150 Lakh 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.
  - (xi) (a) A declaration that the bidder has not been blacklisted/ debarred/banned from any Government or Public Sector Organization/Public Bodies/Municipalities/ GST Authorities, etc. (as per format given in **Annexure-D**).
    - (b) In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the contractor will indemnify 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.
  - (xii) **General Power of Attorney** in favour of the signatory in case of Partnership firm/ Registered company/ Proprietorship firms **duly notarized** given by all partners in case of Partnership firm, by the Resolution of the Board given by authorized director(s) in case of company and the proprietor in case of proprietorship firm. Bidders are expected to submit sufficient relevant papers so that MTNL can verify the changes etc. (if any).
  - (xiii) BID SECURITY declaration/valid NSIC/MSME Registration certificate for the tendered items .
  - (xiv) ISO Certificate (If available)
  - (xv) The bidder should have submit duly attested copy of audited balance sheet (if applicable) with P & L statement or Annual Report indicating required annual turnover for any of three audited financial years i.e., 2016-17, 2017-18, 2018-19 and 2019-20 as per clause 2.3 Section II.
  - (xvi) The bidder should have valid PAN No. and copy of the same need to be submitted

- 10.2 (i) The bidder shall furnish documentary evidence that he has the financial, technical and production capability necessary to perform the contract details to be submitted as per **Form "A"**.
- (ii) The bidder shall furnish documentary proof of classification of Enterprise into MICRO, SMALL and MEDIUM Enterprises vide Central Government notification No. So 1642 (E) dated 29.09.2006

**11. DOCUMENTS ESTABLISHING GOOD's CONFORMITY TO BID DOCUMENTS:**

- 11.1 Pursuant to clause, 7, 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 provide under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) A detailed description of goods with 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 the goods by the purchaser, and
  - (c) A clause-by-clause compliance as per **Annexure-B** on the purchaser's technical specification and commercial conditions demonstrating substantial responsiveness to the purchaser's technical specification and commercial condition shall be given. In case of deviations, a statement of deviations and exceptions to the provisions of the technical specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of the technical specifications (Section-VI) and commercial conditions (Section-III) and special conditions (Section-IV) 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 & stores 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 a part of his bid, EMD/ bid security declaration as per format given in section VIII of tender document or **valid NSIC/MSME Registration certificate for the tendered items (quoted for) shall be uploaded along with bid.**

The bidders who are registered with National Small 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 copy of valid current registration certificate with NSIC for the TENDERED ITEMS/Work will have to be attached along with the bid.

The MSE (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/work will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

The scanned copy of bid security declaration/valid NSIC/ MSME registration certificate shall be enclosed by the bidder in its bid and Bid security declaration (in Original) /valid NSIC/ MSME registration certificate shall be submitted to DGM (TX-MM), MTNL Room No 355, Kidwai Bhawan, New Delhi-110001, before scheduled date and time of opening of the bids.

12.2 Deleted.

12.3 Deleted.

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

12.5 Deleted.



- 12.6 Deleted
- 12.7 Deleted.
- 12.8 The bidder will not be eligible to participate in the MTNL tender for any item/work for one year from the date of issue of LOI/APO
- (a) If any case of false statement and / or submission of false / tampered / manipulated document by the Bidder are detected.
- Or
- (b) In case of cartelization.
- Or
- (c) In case the bidder makes breach of condition mentioned in Clause 34 Section II.
- Or
- (d) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form
- Or
- (e) In the case of successful bidder, if the bidder fails:
- (i) to sign the contract in accordance with Clause 28 or
- Or
- (ii) to furnish performance security in accordance with Clause 27.
- (f) (i) In all of the above cases, i.e. 12.8 (a) to 12.8 (e), the bidder will not be eligible to participate in the MTNL tender for any item/work for one year from the date of issue of LOI/APO. The bidder will not approach the court against the decision of MTNL in this regard.
- (ii) **Further, if the said bidder is MSE/SSI registered with NSIC/MSME bodies, in addition to the action as mentioned under (f)(i) above, such bidder will also be deprived off from exemption in Tender fee, exemption from submission of Earnest Money (Bid Security) and exemption from payment of Performance Security deposit for next one year after they become eligible to participate in MTNL tenders.**

### 13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for **150** days from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive pursuant to clause 31 (vii) Section II.**
- 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 response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The 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. FORMAT 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. A index of various documents and page no. where it is available shall be given. The letter of authorization shall be indicated by written of attorney. **The copy of power of attorney shall be enclosed along with bid and original power of attorney shall be submitted with the Bid Security declaration to DGM (TX-MM) MTNL, New Delhi before scheduled date and time of opening of the bids.**

#### 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 scheduled date and time of opening of the bids. The representatives of the bidders may attend the bid opening either online after logging on to the NIC e-procurement website <https://eprocure.gov.in> or at MTNL premises along with letter of authorization for attending bid opening.

**16. SUBMISSION OF BIDS:**

- 16.1 Bids must be received by the Purchaser not later than scheduler time on due date.
- 16.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bid documents 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 items as per requirement of the bid documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.
- 16.4 Bids must be submitted on line on e-procurement portal of NIC on <https://eprocure.gov.in/> within specified scheduled date and time

**17. LATE BIDS:**

E-Procurement 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 the bids.
- 18.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 18.3 Subject to clause 20, no bid may be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION:**

**19. OPENING OF BIDS BY PURCHASER.**

- 19.1 The purchaser will open bids at schedule time on the due date. The bidder's representatives (maximum two) who choose to be physically present at MTNL premises shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidder/representative 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.
- 19.3 The bidder's names, bid prices, modifications, bid withdrawals and such other details, as the purchaser at its discretion, may consider appropriate will be announced at the time of opening.

**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 bidder 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 by multiplying the unit price and quantity, the unit price shall prevail and the 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, his bid shall 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 document. For purposes of these clauses, a substantially

responsive bid is one which confirm 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 doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect 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**

## **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 Package-wise** on the basis of Net cost to MTNL excluding GST Credit-eligible Amount (as given in price schedule of Section-X Part-II of the bid document)

## **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 influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.**

## **F AWARD OF CONTRACT:**

### **24. 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 The MTNL shall have the sole discretion in deciding the distribution of quantity among the technically, commercially and financially eligible bidders based on the merit of each case.

In the instant case, work will be awarded (**Package wise**) as per detail given below:

- (i) 100 % of tendered quantity (Package wise) to L-1 Bidder, when L-1 is MSE firm.**
- (ii) (a) 80 % of tendered quantity (Package wise) to L-1 Bidder, when L-1 is non MSE firm.**
  - (b) 20 % of the tendered quantity/requirement (Package wise) in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs), who have quoted the Price within Price band of L-1 + 15%. However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available (not quoted within Price band of L-1 +15%), then this quantity would be de-reserved & 100 % quantity of tendered item (s) (Package wise) will be procured from L-1 bidder.**

#### **Procurement from Micro and Small Enterprise (MSE):**

- a) In tender, participating MSEs, quoting price within price band of L1+15% shall also be allowed to supply a portion up-to 20% of requirement by bringing down their price to L1 Price, where L1 is non MSEs. In case of more than one such MSE, this 20 % supply shall be shared proportionately (to tendered quantity) (Package wise) between such MSE's.**
- b) A sub-target of 20% (i.e. 4% out of 20 % earmarked for procurement from MSE) (Package wise) is earmarked for procurement from Micro and Small Enterprise (MSE), owned by SC/ST enterprises.**

- 24.3 In case during evaluation, there are more than one eligible bidder at any position then the ranking of all the bidders shall be re-casted and re-determined first by the lowest quoted rate and then by the maximum average turnover of the firm during the financial years 2017-18, 2018-19 and 2019-20
- 24.4 (a) Any attempt of cartelisation will be very seriously viewed and any such move, of which MTNL will be the Sole Judge, shall entail summary disqualification of the bidders concerned, and they shall be debarred from future participation in MTNL tenders . for any item/product for one year.
- (b) MTNL reserves the right to call for quotations from non- tenderers and decides the award of contract in terms of the Purchase Policy.

## **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 up to 50% of the value of the goods and services contained in the running tender / contract up to a period of Twelve months from the date of acceptance of APO of the items procured at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of the 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 goods & services limited to 100% of the value of goods and services contained in the running tender / contract may be placed with in a period of twelve months from the date of acceptance of APO of the items procured 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 the Board).

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

- 26.1 The purchaser does not bind himself to accept lowest or any other tender. 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 to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

## **27. ISSUE OF LETTER OF INTENT (LOI).**

- 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 advance purchaser order, give his acceptance along with performance security in conformity with the Section-XI provided with the bid documents.

## **28. SIGNING OF THE CONTRACT:**

- 28.1 The issue of Purchase order on the receipt of acceptance of LOI along with performance security shall constitute the award of contract to the bidder.

## **29. ANNULMENT OF LETTER OF INTENT:**

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the acceptance of the bid and they shall be debarred from future participation in MTNL tenders for any item/product for one year in which event the purchaser may make the offer to any other bidder at the discretion of the purchaser or call for new bids.

### **30. 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 to calibrate and maintain required measuring and test stores.
- System for tracing the cause for non-conformance (traceability) 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.

### **31 Any one or more of the following actions / omissions shall result into outright rejection of bid.**

- (i) Any bid, unless exempted specifically, not accompanied by required Bid Security declaration.
- (ii) Any effort by a bidder to influence the purchaser in the bids evaluation, bid's comparison or contract award decision or cartelization may also result in rejection of the bid.
- (iii) Any bid without valid TAC/TSEC/SAC of the GR specified in Section VI Technical Specifications of the tender document or without undertaking to supply the tendered items as per specifications mentioned in Section-VI of tender document.
- (iv) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in Tender Document.
- (v) Any bid received without DD/ Pay Order towards the tender cost, unless exempted specifically.
- (vi) Any conditional bid.
- (vii) Before outright Rejection of Bid by Bid opening team for Non Compliance of any of the provisions mentioned in clause (i) above and clause 2(ii) Section-IV of tender document 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.

**32.** Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the material/store in time. Further, the suppliers whose material/store does 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 honor 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 Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the bid will be cancelled and they shall

be debarred from future participation in MTNL tenders for any item/product for one year at any stage whenever it is noticed and MTNL will not pay any damage to the company or firm or the concerned person.

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 is given at Annexure-‘C’.**

- 35** Bidder shall give a declaration regarding Blacklisted, banned or debarred in the format given at Annexure-‘D’.
- 36** **Bidders are here by cautioned that any attempt for cartel formation** will be viewed seriously and may at the discretions of purchaser, leads to cancellation of tender. Purchaser in its sole discretion may decide to debar from future participation in MTNL tenders for any item/product for one year of such bidders and blacklisting or debarring them besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

**NOTE:** The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the tenderer for penal action as decided by MTNL.

### 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 services supplied under this contract shall conform to the standards mentioned in the technical specifications mentioned in Section-VI.

**3. PATENT RIGHTS:**

The supplier shall indemnify the purchaser against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the services 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 3% of the values of purchase order within 14 days from the date of issue of LOI/ APO 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", "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 (quoted for) will have to be attached along with the bid.

4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 PBG shall be normally valid to cover the contract period, any D.P. Extension, warranty period and another six months to facilitate issuance of NOC from the consignee. The PBG shall be liable to be released to the supplier after NOC is issued and consignee shall be responsible to issue instructions for with holding of PBG if required before expiry of the period. **In the instant case PBG should be valid for two years.**

4.4 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-XI of this bid document.

4.5 The performance security will be discharged by the purchaser after completion of the supplier's performance obligations within a period of six months of the successful completion of warranty period, unless there are specific instructions from the consignee not to release the Bank Guarantee due to the reasons on record.

4.6 MTNL shall not be liable to pay any interest on security money deposit.

4.7 The security deposit shall be adjusted against any other penalty or liquidated damages, which may arise out of the contract.

4.8 Exemption from the payment of the security deposit will not be allowed under any circumstances, unless exempted specifically.

**5. EXECUTION OF TIME LIMIT:**

The time period as stipulated in the contract or LOI /APO shall be deemed to be the essence of the contract.

**6. INSPECTIONS AND TESTS:**

6.1 The purchaser or his representative shall have the right to inspect and test the goods for their conformity to the specifications. The technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. 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.

- 6.2 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.
- 6.3 Notwithstanding the pre-supply tests and inspections prescribed in Clause 6.1 to 6.2 above, the stores and accessories on receipt in the purchaser's premises will also be tested during and after installation before "take over" and if any stores or part thereof are found defective, the same shall be replaced free of all costs to the purchaser as laid down in Clause 6.4 below.
- 6.4 If any stores or any part thereof, before it is taken over under Clause 6.5 be 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 stores 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 the stipulated time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of the stores 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.
- 6.5 When all 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 stores, 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 month. The taking over certificate shall be issued by the ultimate consignee within six weeks after successful completion of tests.
- 6.6 Nothing in Clause 6 shall in any case release the supplier from any warranty or other obligations under this contract.
- 6.7 Inspection and testing shall be as per provisions in the Technical Specifications.
- 6.8 Unless specified otherwise **Inspecting authority** shall be MTNL as per Clause 6.1 or any other agency authorised by MTNL. Inspecting authority shall be prescribed in Purchase order.
- 6.9 **Payment to BSNL QA for Testing of Equipment**
- (i) If the QA testing is carried out by BSNL QA, then the suppliers of MTNL shall make payment to BSNL QA on behalf of MTNL @ 0.5 % of Ex- Factory value of Equipment + applicable GST. BSNL QA shall issue a receipt in the name of MTNL for the testing charges clearly mentioning the details of P.O., 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 to MTNL.
- 7. DELIVERY AND DOCUMENTS:**
- (i) Delivery of the goods and documents shall be made by the supplier in accordance with the terms & conditions 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 goods shall be to the ultimate consignee as given in the purchase order.
- (ii) The delivery of the goods shall commence as specified and be completed within time schedule specified in "Schedule of Requirements" and this shall be the essence of the contract.
- (iii) In case of delayed supplies after delivery period, the advantage of reduction of taxes/duties shall be passed on the purchaser and no benefit of increase will be permitted to the suppliers.
- 7.2 **Irrespective of the mode of transport, the date of receipt by the consignee at site as indicated in the Purchase Order shall be treated as date of delivery.**



**8. Deleted**

**9. INCIDENTAL SERVICES (WHERE REQUIRED).**

- (a) The supplier may be required to provide any or all of the following services:
- (i) Performance or supervision of on site assembly and/or start-up of the supplied goods.
  - (ii) Furnishing of tools required for assembly and/or maintenance of supplied goods;
  - (iii) Performance of supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties provided that this services shall not relieve the supplier of any warranty obligations under this contract and
- (b) Financial implications of these services shall be clearly indicated in the offer.

**10. SPARES**

1. The supplier shall be required to provide a list of the following material & notifications pertaining to spare parts manufactured & distributed by the supplier of spares including cost & quantity considered for arriving at the price of spares in Section-II Clause-9.
- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract
- (b) In the event of termination of production of the spare parts, the supplier shall
- (i) Give advance notification to the purchaser pending termination (not less than two years), in sufficient time to enable the purchaser to procure life time spares; &
  - (ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings & specification of spare parts, if & when requested.

Over a period of three years starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares, which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of his need.

**11. PAYMENT TERMS:**

- 11.1 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 along with 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 11.1(i) mentioned above.

11.2 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.

(viii) Bank details for payment through ECS / e-Payment:

- 1) Name of the beneficiary,
- 2) Name of the beneficiary bank,
- 3) Beneficiary Account Number,
- 4) IFSC Code,
- 5) Branch Code,
- 6) Beneficiary Address
- 7) Beneficiary Mobile Number,
- 8) Beneficiary E-Mail ID.

11.3(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.

## **12. PRICES:**

- 12.1(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 Column 8 of the Price Schedule in Section-X Part-II, Table-1, Table-2 and Table-3 or Column 11 of the Price Schedule in Section-X Part-II, Table-1, Table-2 and Table-3 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.
- 12.2 (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 basic 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 any add-on orders (Both Creditable & Non-Creditable).

## **13. CHANGE IN PURCHASE ORDERS:**

- 13.1 The purchaser may, at any time, by a written order given to the supplier, make change within the general scope of the contract in any one of more of the following:
- (a) Drawing, designs or specifications, where Goods to be supplied 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.
- 13.2 If any such change causes an increase or decrease in the cost 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 thirty days from the date of the receipt of the change in order.

#### **14. SUB-CONTRACTS:**

- 14.1 The bidder/ the supplier cannot assign/ transfer and sub-contracts its interests/obligations under the contract without the prior written permission of the purchaser.
- 14.2 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.

#### **15. DELAYS IN THE SUPPLIER'S PERFORMANCE:**

- 15.1 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, purchasers reserves the right either to short close/ cancel this purchase order and/ or recover liquidated damages. 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 & cost of the defaulting vendors.
- 15.2 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 penalty and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impeding 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 for performance of the contract subject to furnishing of additional bank guarantee in the format provided in Section – XI (A) by the supplier @ 5% of the total value of the purchase order.
- 15.4 The vendor has to submit their request for extension along with the required additional BG, undertaking as per clause 27 Section-III (FALL CLAUSE). The decision regarding extension shall be communicated within two weeks of the receipt of request.
- 15.5 The initial validity of additional bank guarantee shall be one year for supply of goods and one and half years for turnkey project. The validity of bank guarantee may be extended if required.
- 15.6 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 turnkey projects where the scope of work includes supply, installation and commissioning of equipment, the additional bank guarantee shall be released after three months from the date of commissioning/ continued satisfactory commercial use for three months, whichever is earlier.
- 15.7 If the supplies are not completed in the extended delivery period, the purchase order shall be short closed and performance security and additional Bank guarantee shall be forfeited.

#### **16. LIQUIDATED DAMAGES/PENALTY:**

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.

- 16.1 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 16.2* below.
- 16.2 While granting extension of delivery period as per *Clause 15*, 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 fails to install and Commissioning the project within the stipulated time, the purchaser shall be entitled to recover Liquidated Damages, at the rate of 0.5 % of the value of the Purchase order for each week of delay or part thereof or a period up to 10 (TEN) weeks and thereafter at the rate of 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.
- (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 16.2 above.
- 16.3 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.
- 16.4.1 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.

- 16.4.2 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.

**17. FORCE MAJEURE:**

- 17.1 If at any time, 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 public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, 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 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 an event come to an end or cease to exist, and the decision of the MTNL 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 is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option, terminate the contract.

- 17.2 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 manufacturer which may be in possession of the supplier at the time of the such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the supplier may with concurrence of the purchaser elect to retain.

**18. TERMINATION FOR DEFAULT:**

- 18.1 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 15.
- (b) If the supplier fails to perform any 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 long period as the purchaser may authorised in writing) after receipt of the default notice from the purchaser.

- 18.2 In the event the purchaser terminates the contract in whole or in part, pursuant to para 18.1 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. The purchaser may, without its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against his any dues under the contract or any previous contract.

- 18.3 Firms registered with NSIC shall note that in case they fail to supply the ordered quantity within the stipulated delivery period or extended period as the case may be, their performance will be noted in the performance register of MTNL and also shall be notified to NSIC besides taking recourse to other circle & criminal and other rights and also other punitive measures.

**19. 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.

**20. Arbitration between the parties (other than with other Central PSU, Government of India Departments/Organizations) will be as follows:**

**DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION:**

20.1 The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations.

20.2 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 along with 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, along with 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 there under shall be applicable. The Arbitration proceedings shall be held in Delhi 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 proceeding 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.

(i) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.

**20.3 Arbitration with other Central PSU, Government of India Departments/Organizations will be as follows:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) with Central Public Sector Enterprises (CPSEs / Port Trusts and/or 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, dated 04.07.2018 and 11.07.2018

**21. SUBJECT LAWS & JURISDICTION:**

The Contract shall be governed by Indian Laws and the Courts at Delhi will have jurisdiction to entertain any dispute or claim arising on the contract.

**22. THE PURCHASE ORDER WHEN ISSUED TO THE SUCCESSFUL BIDDER CONSTITUTES THE CONTRACT.**

The Purchase order when issued to the successful bidder constitutes the contract with collateral support from NIT terms and conditions as well as formal agreement on stamped paper affixed with non judicial stamps, all of which finally form the contractual obligations to be adhered to, be performed by the bidder and the non performance of any or all of such obligations make the contractor liable for consequential effects.

**23. SET OFF:**

Any sum of money due and payable to the Contractor/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 i.e. 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.

**24. PROTECTIVE CLAUSE:**

MTNL, New Delhi reserves the right to disqualify such bidders who have a record of not meeting the contractual obligation against contracts entered into with MTNL.

- 25.** (i) Purchaser has the power to alter the time of submission of the bids and opening of the bids at his discretion.
- (ii) Purchaser has got the power to modify, alter any terms & conditions as long as they are uniformly applied to all.
- (iii) Negotiations shall be carried out with L-1, bidder only, if necessary, based on merits and circumstances.

**26. WARRANTY**

- 26.1** The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture 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 supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the stores, inadequate quantity of material to meet stores 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 the stores are 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) **12 (twelve) months** after the stores have been taken over.
- 26.2** If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the stores under this Clause, the provisions of the Clause mentioned in the tender document shall apply to the portion(s) of the stores so replaced or renewed or until the end of the above mentioned period of **12 (twelve) months**, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without



prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

- 26.3 Replacement under warranty Clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

**27. FALL CLAUSE**

- 27.1 The prices will be governed as per provisions in Clause 12.1 of Section-III. Further, if at any time during the contract;

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/store/ service;

And/Or

(b) The prices received in a new tender for the same or similar equipment/ store/services are less than the prices chargeable under the contract.

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.

- 27.2(a) The vendor while applying for extension of time for delivery of equipment/ store/ 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/store/service 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."

(b) In case undertaking in Clause 27.2(a) above 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.

**28. 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 30<sup>th</sup> 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"

**29. 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 mismatch.
  - (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 30 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

**30. 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.

**31. 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. One (1) year for goods held as stock and Three (3) years for capital goods.

### **32. 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 the '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 provisions herein shall prevail over those in Section II and Section III.**
2. (i) The bid security declaration or valid NSIC/MSME certificate as prescribed in Clauses 12 of Section II of the bid document shall be submitted to DGM (TX-MM), Room No. 355 Kidwai Bhawan, Janpath, New Delhi-110001 before scheduled date & time of opening of bids. The bid security declaration, submitted shall be as per the format given in Section VIII of tender document.
  - (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 pursuant to Clause 31 (vii) Section II.
  - (iii) Bids along with required documents shall be submitted on-line before the due date and time of submission of the bids. Bidders are advised to familiarize themselves adequately with the NIC e-procurement website <https://eprocure.gov.in>, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.
  - (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 Performance Security and/ or debarring/blacklisting from participation in any of the tenders of MTNL for 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 valid NSIC Certificates** and documents in respect of their monetary limit and financial capability.
4. (i) Supplies shall be accepted only after quality assurance tests are carried out by Inspecting Authority as mentioned in the P.O. as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities or any organization duly authorized by Excise Authorities for that purpose.
  - (ii) The inspecting authority 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. In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by MTNL for ordering the equipment, inter-se 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 remains same as earlier.
6. Technical bid shall be opened and examined first and if found suitable than financial bids of only techno-commercially eligible bidders shall be opened on later date.
7. A copy un priced price schedule Annexure-E (1/2 & 2/2) should form part of techno-commercial bid.
8. **The bidder should quote for 100% quantity of the Package, quoted for.**
9. Purchaser reserves the right to impose penalty up to 25% of the value of defective material supplied in addition to replacement.
10. In case of any discrepancy between soft and hard copies of the bids, the contents and Details available in soft copy of the bid will prevail.
11. In case of any discrepancy between words and figures, the amount indicated in words will prevail.

12. The genuineness of all the papers is the responsibility of the vendor. If at a later date, even after placement of P.O. it is found that any paper is not O.K. the contract is liable to be terminated and further action will be taken as per Rules.
13. If any fraud on misappropriation of funds /materials is detected at any stage, the contract is liable to be terminated and further action will be taken as per Rules.
14. Different firms or Companies having any common Partner(s) or Director (s) are not permitted to Quote for more than one offer. In case more than one offer received from such bidders, than all such offers except-with lowest quote shall be rejected summarily.
15. In case of any discrepancy in the translation of any document between English and other languages, the English translation shall prevail.
16. The lowest price/ counter offered price of the item shall be given for ordering.
17. In case new tender is opened during extended period of delivery and prices are found to be lower than the rates finalized in this tender, then the lower of the two shall be applicable for the supply of the tendered item/ items w.e.f. the date of opening of "Financial " bid of the new tender.
18. Bidders are required to submit Bank Account Details as per ECS (Model Mandate Form) enclosed as Annexure-I.
19. 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.
20. 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.
21. The bidders shall give an undertaking that the material shall be supplied as per Specifications specified in the Section-VI-Technical Specifications of tender document.
22. The bidders should submit valid TAC/TSEC/SAC of the tendered items against respective TEC GR (with latest amendment, if any) as specified in Section VI (Technical specifications) of Tender Document.
23. In case the date of validity of TAC/TSEC/SAC is being expired within the date of bid validity, the bidder shall submit an undertaking to the effect that he shall get the TAC/TSEC/SAC of the tendered items revalidated against the specified GR before issue of APO/ P. O.
24. Bidders while bidding shall ensure that they are in a position to supply 100 % of the tendered quantity of the item(s) for which they are bidding.
25. MTNL at its discretion can call for the documents in Physical form (in Original) which were uploaded along with the bid at any time to verify the genuineness of the documents.

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**Section -V**

**SCHEDULE OF REQUIREMENTS.**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

**1. Description of Items**

<b>S. No.</b>	<b>Item</b>	<b>Quantity (in Nos.)</b>	<b>Specification</b>
<b>1.</b>	<b>Package-A</b>		
i	FDMS- 24 F Bldg. Premises (CPB) Type-III A	200	TEC Spec No. GR/FDM-01/02 April 2007 (with latest amendments if any)
ii	FDMS-48 F Bldg. Premises (CPB) Type III B	195	
<b>2.</b>	<b>Package-B</b>		
i	6 F FTB Type-II with 6 SC-APC adopters & 12 SC-APC Pigtails. Mechanical splice, wall mountable.	200	TEC GR No. GR/TX/FTB-02/02 April-2010 with latest amendments if any. The FTB should be compact with the length and width being as small as possible. The depth should not be more than 50 mm. It should have the provision of 6 SC-PC adopters and 6 SC-PC pig tails for mechanical splicing with BIF cable
ii	6 F FTB Type-II with 6 FC-FC adopters & 6 SC-PC Pigtails. Mechanical splice, wall mountable.	50	
<b>3.</b>	<b>Package-C</b>		
i	PATCH CORD 5 Mtrs SC UPC-SC APC- Simplex	500	TEC GR No. TEC/GR/TX/OFJ-01/05 Nov-09 with latest amendments if any
ii	PATCH CORD 20 Mtrs (SC PC-SC UPC) Simplex	100	
iii	PATCH CORD 20 Mtrs (FC PC-SC UPC ) Simplex	550	
iv	Pig tails 1.5m SC-UPC	500	
v	Pig tails 1.5m SC-APC	500	

2. Delivery requirement : Supply should be made as per the purchase order, which will be final.
3. Place of Delivery : SDE (TX-Store), MTNL Telephone Exchange Basement, Sector-9, Rohini, New Delhi-110085.
4. Date of Delivery : To be commenced within 45 days and to be completed in 03 months from the date of issue of P.O. Actual delivery schedule shall be given in P.O.
5. Paying Authority : AO (Cash), Planning, MTNL, Kidwai Bhawan, New Delhi.
6. Inspection Authority : As specified in the P.O.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

DATED-----

**Section-VI**  
**Technical specifications**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

S. No.	Item	Quantity (in Nos.)	Specification
<b>1.</b>	<b>Package-A</b>		
i	FDMS- 24 F Bldg. Premises (CPB) Type-III A	200	TEC Spec No. GR/FDM-01/02 April 2007 (with latest amendments if any)
ii	FDMS-48 F Bldg. Premises (CPB) Type III B	195	
<b>2.</b>	<b>Package-B</b>		
i	6 F FTB Type-II with 6 SC-APC adopters & 12 SC-APC Pigtails. Mechanical splice, wall mountable.	200	TEC GR No. GR/TX/FTB-02/02 April-2010 with latest amendments if any. The FTB should be compact with the length and width being as small as possible. The depth should not be more than 50 mm. It should have the provision of 6 SC-PC adopters and 6 SC-PC pig tails for mechanical splicing with BIF cable
ii	6 F FTB Type-II with 6 FC-FC adopters & 6 SC-PC Pigtails. Mechanical splice, wall mountable.	50	
<b>3.</b>	<b>Package-C</b>		
i	PATCH CORD 5 Mtrs SC UPC-SC APC- Simplex	500	TEC GR No. TEC/GR/TX/OFJ-01/05 Nov-09 with latest amendments if any
ii	PATCH CORD 20 Mtrs (SC PC-SC UPC) Simplex	100	
iii	PATCH CORD 20 Mtrs (FC PC-SC UPC ) Simplex	550	
iv	Pig tails 1.5m SC-UPC	500	
v	Pig tails 1.5m SC-APC	500	

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**DATED-----**

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**PART - A**  
**(Techno – Commercial Bid)**



**SECTION: VII**

**FORM "A"**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

- I.**
1. Name of Tenderer
  2. Location
  3. Address
  4. Telephone NO.
  5. Name of the Managing Director.
  6. Name of the actual signatory to the tender.
  7. FAX Number
  8. E-mail address
- II. Capacity (Product wise).**
1. Licensed capacity (as per Industrial License)
  2. Installed capacity as on date
  3. Fully equipped capacity for throughput
  4. Total Number of pages of tender offered and its enclosures.                      Pages.
  5. Indicate infrastructure to be provided by MTNL.  
(Power/Light/Space etc.)
- III.** Brief of facilities available for training, recruitment and quality support team.
- IV.** Whether services offered conform to particulars and specification quoted in the tender schedule and subsequent amendment(s) (if any). If not, details of deviations must be stated here.
- V.** Here state specifically whether the price tendered by you is to the best of your knowledge and beliefs not more than the price which is permissible for you to charge from a private purchaser for the same class and description of services under the provision of any law for the time being in force. If not, state the reason and the margin of profit included.
- VI** Name & Constitution of tendering firm, if the firm is registered under
- a) The Indian companies act, 1913.
  - b) The Indian partnership Act, 1931.
  - c) Any other act. If so please give details if any please give the names of partners.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss.\_\_\_\_\_)

**DATED**\_\_\_\_\_.

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**SECTION –VIII**  
**(BID SECURITY DECLARATION FORMAT)**

**DECLARATION**

**Subject: Declaration of bidder (Other than MSME) in lieu of submission of Bid security deposit/ Earnest Money Deposit.**

**Sir,**

1. We M/s ----- are submitting this declaration in lieu of Bid security deposit/ Earnest Money deposit against MTNL Tender enquiry No. **DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**
2. We do hereby declare that we will not withdraw or modify our bids during the period of validity of bid specified in tender document and if we are awarded the contract, we will sign the contract and submit a performance security of requisite amount before the deadline defined in the bid/Advance Purchase order/LOI.
3. We further declare that if we fail to comply as per our declaration at para 2 above, We M/s ----- will not be eligible to participate in the MTNL tender for any item/product for one year from the date of issue of APO/LOI. We will not approach the court against the decision of MTNL in this regard.

Signature of Authorised Signatory

Name: -----

Address: -----

Office Stamp: -----

**SECTION –IX**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(In the office of DGM (TX-MM), Room No 355, Kidwai Bhawan, New Delhi-110001, before date of bid opening)

Subject: Authorization for attending bid opening on tender of:

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

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

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

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**Annexure-B**  
**(Strike-off whatever is not applicable)**  
**Clause-by-Clause Compliance certificate**

**Ref.: T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtailes /2020-21/16**

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.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**Or**

**Declaration of Deviation (If any)**

**Ref.: T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtailes /2020-21/16**

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally except the following deviations from the terms & conditions of the tender.

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

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

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**Annexure-'C' (Close Relative Declaration)**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

"I.....S/o.....R/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in MTNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, MTNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss.\_\_\_\_\_)

Station:

Date:

**Note: The bidder should give a certificate that none of his/her near relatives are working in MTNL. 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 Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state.**

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**ANNEXURE-'D'**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

I.....Son of/Wife of  
Sh.....and proprietor/Director/Partner/Authorized  
Signatory of M/s.....do hereby solemnly affirm and declare as under :-

1. That I am the sole Proprietor/Director/Partner/Authorized Signatory of M/s.....
2. That I state & declare that the above firm M/s.....

is not debarred and /or blacklisted by any department of Central Govt./State Govt./PSU/Public Bodies/  
Municipalities on the date of opening of tender.

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 liable to be blacklisted/debarred for future works/contract with MTNL. Any such action shall however be without prejudice to MTNL's right under the law.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss.\_\_\_\_\_)

Note: - The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the tenderer for disqualification of the tender/bid.

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**ANNEXURE-E (1/2)**

**UN PRICED FINANCIAL BID**

(Must be submitted with Techno-Commercial Bid)

PART-I

**BID FORM**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtailes /2020-21/16**

To,

DGM (TX-MM),  
Room No 355, Kidwai Bhawan,  
New Delhi-110001.

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 deliver \_\_\_\_\_ in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We, undertake, if our bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your purchase order.
3. If our bid is accepted, we will obtain the performance guarantee of a scheduled bank for a sum of @ 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 understand that you are not bound to accept the lowest or any bid, you may receive.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

\*\*\*\*\*

**ANNEXURE-E (2/2)**

(Must be submitted with Techno-Commercial Bid)

PART-II

**(UN-PRICED PRICE SCHEDULE)**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtailes /2020-21/16**

<b>S. No.</b>	<b>Item</b>	<b>Quantity tendered by MTNL, ND (in Nos.)</b>	<b>Quantity Quoted (In Nos.)</b>
<b>1.</b>	<b>Package-A</b>		
i	FDMS- 24 F Bldg. Premises (CPB) Type-III A	200	
ii	FDMS-48 F Bldg. Premises (CPB) Type III B	195	
<b>2.</b>	<b>Package-B</b>		
i	6 F FTB Type-II with 6 SC-APC adopters & 12 SC-APC Pigtailes. Mechanical splice, wall mountable.	200	
ii	6 F FTB Type-II with 6 FC-FC adopters & 6 SC-PC Pigtailes. Mechanical splice, wall mountable.	50	
<b>3.</b>	<b>Package-C</b>		
i	PATCH CORD 5 Mtrs SC UPC-SC APC- Simplex	500	
ii	PATCH CORD 20 Mtrs (SC PC-SC UPC) Simplex	100	
iii	PATCH CORD 20 Mtrs (FC PC-SC UPC ) Simplex	550	
iv	Pig tails 1.5m SC-UPC	500	
v	Pig tails 1.5m SC-APC	500	

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss.\_\_\_\_\_)

**DATED-----.**

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**ANNEXURE-F**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/XX**

**It is certified that all the pages of bid and enclosures are serially numbered in print form as per clause No.14 Section-II of the tender document.**

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**DATED-----**

\*\*\*\*\*

**Part B**

**Financial Bid**

**SECTION-X**

PART-I

**BID FORM**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

To,

The DGM (TX-MM),  
Mahanagar Telephone Nigam Limited  
Room No 355, Kidwai Bhawan,  
New Delhi-110001

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 deliver \_\_\_\_\_ in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We, undertake, if our bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your purchase order.
3. If our bid is accepted, we will submit the performance guarantee of a scheduled bank for a sum of @ 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 understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**SECTION-X**  
**PART-II (PRICE SCHEDULE)**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

**Table-1 Price Schedule for FDMS (Package-A)**

Sl. No.	Item Description	Quantity	Units	HSN Code	Basic Unit Price CIF destination Inclusive of Freight, Forwarding, Packing, Insurance and any other incidental charges (Rs)	Discount offered , if any on Basic Unit Price (Rs)	Basic Unit Price CIF destination, Inclusive of Freight, Forwarding, Packing, Insurance and any other incidental charges after discount ,if any(Rs)	GST in %	GST Amount (Rs)	Unit Price inclusive of GST (Rs)	Total GST Credit Eligible Amount (Rs)	TOTAL AMOUNT Without Taxes i. e Net Cost to MTNL excluding GST Credit Eligible Amount (Rs.)	TOTAL AMOUNT including GST (Rs)
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.	FDMS- 24 F Bldg. Premises (CPB) Type-III A	200	Nos										
2.	FDMS-48 F Bldg. Premises (CPB) Type III B	195	Nos										
										Total			

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**SECTION-X**  
**PART-II (PRICE SCHEDULE)**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

**Table-2 Price Schedule for FTBs (Package-B)**

Sl. No.	Item Description	Quantity	Units	HS N Code	Basic Unit Price CIF destination Inclusive of Freight, Forwarding, Packing, Insurance and any other incidental charges (Rs)	Discount offered , if any on Basic Unit Price (Rs)	Basic Unit Price CIF destination, Inclusive of Freight, Forwarding, Packing, Insurance and any other incidental charges after discount ,if any(Rs)	GST in %	GST Amount (Rs)	Unit Price inclusive of GST (Rs)	Total GST Credit Eligible Amount (Rs)	TOTAL AMOUNT Without Taxes i. e Net Cost to MTNL excluding GST Credit Eligible Amount (Rs.)	TOTAL AMOUNT including GST (Rs)
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.	6 F FTB Type-II with 6 SC-APC adopters & 12 SC-APC Pigtails. Mechanical splice, wall mountable.	200	Nos										
2.	6 F FTB Type-II with 6 FC-FC adopters & 6 SC-PC Pigtails. Mechanical splice, wall mountable.	50	Nos										
										Total			

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**SECTION-X**  
**PART-II (PRICE SCHEDULE)**

**T. E. No. DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/16**

**Table-3 Price Schedule for Patch cords & Pig tails (Package-C)**

Sl. No.	Item Description	Quantity	Units	HS N Code	Basic Unit Price CIF destination Inclusive of Freight, Forwarding, Packing, Insurance and any other incidental charges (Rs)	Discount offered , if any on Basic Unit Price (Rs)	Basic Unit Price CIF destination, Inclusive of Freight, Forwarding, Packing, Insurance and any other incidental charges after discount ,if any(Rs)	GST in %	GST Amount (Rs)	Unit Price inclusive of GST (Rs)	Total GST Credit Eligible Amount (Rs)	TOTAL AMOUNT Without Taxes i.e Net Cost to MTNL excluding GST Credit Eligible Amount (Rs.)	TOTAL AMOUNT including GST (Rs)
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.	PATCH CORD 5 Mtrs SC UPC-SC APC- Simplex	500	Nos										
2.	PATCH CORD 20 Mtrs (SC PC-SC UPC) Simplex	100	Nos										
3.	PATCH CORD 20 Mtrs (FC PC-SC UPC ) Simplex	550	Nos										
4.	Pig tails 1.5m SC-UPC	500	Nos										
5.	Pig tails 1.5m SC-APC	500	Nos										
										TOTAL			

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

DATED \_\_\_\_\_.

**BOQ**

**Tender Inviting Authority: < DGM (TX-MM) O/o GM (Transmission) MTNL Delhi**

**Name of Work: < Procurement of FDMS,FTBs and Patch cord & pigtails >**

**Contract No: < DGM (TX-MM)/ FDMS (INTERNAL)/FTBs/ Patch cords & Pigtails /2020-21/XX >**

<b>Name of the Bidder/ Bidding Firm / Company :</b>	
---	--

**PRICE SCHEDULE**

1. "We hereby certify that HSN codes shown in Col. 5 are correct & Input Tax Credit for the amount shown in Col. (10) and (11) below 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 13. 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 13

NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
SI. No.	Item Description	Total GST Credit Eligible Amount (Rs)	TOTAL AMOUNT Without Taxes i. e Net Cost to MTNL excluding GST Credit Eligible Amount (Rs.)	TOTAL AMOUNT Without Taxes i. e Net Cost to MTNL excluding GST Credit Eligible Amount (Rs.)	TOTAL AMOUNT In Words

1	2	7	8	13	15
1.01	Package A (24F & 48 F FDMS)			0.00	INR Zero Only
1.02	Package B (1F & 6F FTBs)			0.00	INR Zero Only
1.03	Package C (Patch Cord & Pig Tail)			0.00	INR Zero Only
<b>Total in Figures</b>				<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>	<b>INR Zero Only</b>				

DATED \_\_\_\_\_.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)



**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)

A. Suppliers Name:

B. PAN Number:

C. Particulars of Bank Account:

1. Account Number
2. Bank Name
3. Branch Name  
Address  
Telephone
4. 9 digit code Number of the Bank & Branch  
(Appearing on the MICR cheque issued by the Bank)
5. Account Type-  
(S.B. Account/Current Account or  
Cash credit with code 10/11/19)  
Ledger No/Ledger Folio No.  
(As appearing on the cheque Book)

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

**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.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss.\_\_\_\_\_)

**DATED**\_\_\_\_\_.

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

Signature of the Authorized Official of the Bank  
With Bank Seal

\*\*\*\*\*

**Part – C**

**(Documents to be submitted at the time of award of work)**

**Section-XI.**

**B. G. NO:-----**  
**DATE OF ISSUE: -----**  
**VALID UPTO :-----**

**PERFORMANCE BANK GUARANTEE**

1. In consideration of the ED Delhi, MTNL (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 \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding \_\_\_\_\_ against 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 undertake 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 contractors(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 undertake to pay to 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 payment.
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 performance of the said agreement and that it shall continue to be enforceable till all the 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 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 **TWO YEARS** from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank) \_\_\_\_\_ further agree with the 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 the part of the 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 undertake not to revoke this guarantee during its currency except with the prior consent of the MTNL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_  
(Indicate the name of bank)

**SECTION –XI-A**  
**ADDITIONAL BANK GUARANTEE BOND**

DGM (TX) MM  
MTNL, New Delhi.

1. In consideration of the Competent Authority, MTNL (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 \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called " the said agreement"), of security deposit for the due fulfillment 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 for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s) do hereby undertake to pay to the MTNL an amount not exceeding \_\_\_\_\_ against 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 undertake 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 undertake 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 payment.
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 and conditions of the 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 YEAR** (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 the 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 the part of the 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 undertake not to revoke this guarantee during its currency except with the previous consent of the MTNL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
For \_\_\_\_\_ (indicate the name of bank)

Witness

1 ..... 2 .....

## SECTION-XII

### **AGREEMENT PERFORMA**

This AGREEMENT is made on this day of \_\_\_\_\_

#### **BETWEEN**

MAHANAGAR TELEPHONE NIGAM LIMITED DELHI a company registered under the Indian Companies Act and having its registered office 5<sup>th</sup> Floor Door Sanchar Sadan, CGO Complex, Lodhi Road, New Delhi-110003 (hereinafter called the MTNL Delhi)

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 1956 having its registered office at \_\_\_\_\_ Hereinafter referred to as the SUPPLIER (which expression shall unless repugnant to the context or subject thereof, mean and include his/ its legal successors in business, legal representatives and administrators or permitted assignees) of the OTHER PART

1. WHEREAS the contractor has made the offer/ tender to duly perform the work under this contract 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 Delhi on the terms and conditions mentioned herein after and after representing that he is fully capable of complying with the aforesaid terms.

1. WHEREAS 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 Delhi on any schedule bank at Delhi or an unconditional irrevocable Bank Guarantee in favour of MTNL Delhi valid for a minimum period of **24 months**.

WHEREAS THE CONTRACTOR HAS SUBMITTED THE REQUIRED Income Tax Certificate from the Income Tax Office concerned in other appropriate form.

Any delay in successful commissioning execution of the work shall attract liquidated damages at the rates prescribed in the tender document.

#### **2. INTERPRETATION**

i) The contract shall comprise of all 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 or para \_\_\_\_\_ comprising part of this contract, the terms hereof shall prevail.

ii) The words it and he and their derivates 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.

iii) 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 the purpose of interpreting and constructing the terms of this contract.

4. **JURISDICTION**

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 hereunder shall be filled in the concerned courts in the city of New Delhi only.

5. **EFFECTIVE DATE**

This contract shall become effective on from the date the Performance Bank Guarantees to the satisfaction of MTNL is furnished by the firm. On receipt of the said guarantee, MTNL shall issue a certificate which shall specify the date on which the guarantee was received by MTNL, which date shall for the purpose of this contract, be deemed to be the EFFECTIVE DATE. The Contract is valid for **One Year** from ..... to .....

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed and delivered for and on behalf of **MAHANAGAR TELEPHONE NIGAM LIMITED**.  
By DGM (TX-MM) Transmission, MTNL, Delhi.

In the presence of:  
Witness:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Signed on behalf of **M/s.** ( \_\_\_\_\_ )

**By Shri** \_\_\_\_\_  
**(Holder of General Power of Attorney dated \_\_\_\_\_ executed in accordance with the Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ passed by Board of Directors.)**

In the presence of:  
Witness:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\*\*\*\*\*

**SECTION-XIII**

**WARRANTY CERTIFICATE**

The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture 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 supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the stores, inadequate quantity of material to meet stores 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 the stores are 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 stores have been taken over.

If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the stores under this Clause, the provisions of the Clause mentioned in the tender document shall apply to the portion(s) of the stores so replaced or renewed or until the end of the above mentioned period of **twelve (12) months**, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

Replacement under warranty Clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./Smt./Miss. \_\_\_\_\_)

**DATED** \_\_\_\_\_.

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## Part-D

### **(Special instructions to Bidders for e-Tendering)**

#### **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.

#### **PREPARATION 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.

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

9) 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.

10) 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.

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