

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	16-08-2023 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	16-08-2023 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	150 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Communications
<b>Department Name/विभाग का नाम</b>	Department Of Telecommunications (dot)
<b>Organisation Name/संगठन का नाम</b>	Mahanagar Telephone Nigam Limited(mtnl)
<b>Office Name/कार्यालय का नाम</b>	Mtnl Co
<b>Total Quantity/कुल मात्रा</b>	170
<b>Item Category/मद केटेगरी</b>	Managed Switch Type-I Delhi , Managed Switch Type-I Mumbai , Managed Switch Type-II Delhi , Managed Switch Type-II Mumbai , Desktop PC for accessing eMS - for Delhi , Desktop PC for accessing eMS - for Mumbai , Laptops for accessing eMS - for Delhi , Laptops for accessing eMS - for Mumbai , Any other hardware, software, cable, connector required for successful working of the system- for Delhi , Any other hardware, software, cable, connector required for successful working of the system - for Mumbai , AMC for Year One - for Delhi , AMC for Year Two - for Delhi , AMC for Year Three - for Delhi , AMC for Year One - for Mumbai , AMC for Year Two- for Mumbai , AMC for Year Three- for Mumbai
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	54 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	54 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	80 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Managed Switch Type-I Delhi
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	13500000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।</b>	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	270000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

CMD MTNL

MTNL CO, Department of Telecommunications (DOT), Mahanagar telephone nigam limited(MTNL), Ministry of Communications

(Cmd Mtnl)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are

not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### **Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Financial Bid (to be uploaded in Price Bid) - [1690877215.xlsx](#)

#### **Managed Switch Type-I Delhi**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	50	75

### Managed Switch Type-I Mumbai

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	60	75

### Managed Switch Type-II Delhi

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	20	75

**Managed Switch Type-II Mumbai**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	20	75

**Desktop PC For Accessing EMS - For Delhi**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier**

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	4	75

**Desktop PC For Accessing EMS - For Mumbai**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	4	75

### Laptops For Accessing EMS - For Delhi

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	2	75

### Laptops For Accessing EMS - For Mumbai

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	2	75

**Any Other Hardware, Software, Cable, Connector Required For Successful Working Of The System- For Delhi**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	1	75

**Any Other Hardware, Software, Cable, Connector Required For Successful Working Of**

## The System - For Mumbai

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	1	75

## AMC For Year One - For Delhi

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	1	365

**AMC For Year Two - For Delhi**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	1	365

**AMC For Year Three - For Delhi**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Laxmi Kant Agarwal	110001,2nd Floor, Eastern Court, MTNL Delhi	1	365

**AMC For Year One - For Mumbai**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	1	365

**AMC For Year Two- For Mumbai**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	1	365

**AMC For Year Three- For Mumbai**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pavan Kumar Reddy Gongalreddy	400093,DM TxPC 4, MTNL Mumbai, Darpan Telephone Exchange, 1st Floor, Govindwadi, Andheri East Mumbai-400093	1	365

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Will be decided at the time of Installation and Commissioning  
Will be decided at the time of Installation and Commissioning  
Will be decided at the time of Installation and Commissioning  
Will be decided at the time of Installation and Commissioning  
Will be decided at the time of Installation and Commissioning

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 6. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 7. Generic

**Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of

bunch bids, the primary product having highest value should meet this criterion.

8. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

9. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

10. **Generic**

IT equipment shall be IPv6 ready from day one.

11. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

12. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

13. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

14. **Generic**

**OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

YES

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before

submission of the bid.

15. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

16. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

17. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

As per ATC

18. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

19. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

20. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

21. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

22. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product



during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

**23. Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

**24. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

**25. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**26. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**27. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**28. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**29. Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 30. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

### 31. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- 11. Bidders are advised to go through ATC Section-VIII for checklist of documents to be submitted with their bids. The list is indicative only and bidders may submit all the requirement documents sought in the tender document.
- 22. Price details as per Format provided in Section-IX of ATC have to be uploaded in the Financial Document Tab compulsorily in the Price Bid.

### 32. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

# **Additional Terms and Conditions (ATC) Dated 01.08.2023**

## **SECTION-I**

### **Eligibility Conditions for Bidders**

1. The eligible bidders should be Indian companies registered to manufacture the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable.
2. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same product during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria: (i) Single order of at least 35% of estimated bid value; or (ii) Two orders of at least 20% each of estimated bid value; or (iii) Three orders of at least 15% each of estimated bid value. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. The bidder must have experience for number of years as indicated above of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. The bidder should have minimum average annual turnover of Rs.54,00,000/- (Rs. Fifty Four Lakh only) during the last three years, ending on 31<sup>st</sup> March of the previous financial year. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Either the Indian Firm on behalf of the OEM or the OEM itself can bid but both cannot bid simultaneously for the same item/product in this tender. If both the OEM and their authorized bidder on their behalf submit the bid then both the bids will be rejected.
5. If a firm submits bid on behalf of the OEM, the same firm is not permitted to submit the bid on behalf of another OEM in this tender for the same item/product. Failure to comply with this condition shall result in rejection of the bid.
6. Only those bidders/OEMs are eligible to participate, who are registered under Trusted Source Certificate from NSCS (National Security Council Secretariat)/ Trusted Telecom Portal for tendered item. If bidder/OEM is not having above certificate for the tendered item, they are eligible to bid, if they have applied for the same and in such cases the proof of application must be submitted alongwith the bid. They can also apply for the same based on MTNL's request. However, the PO will be issued only after taking clearance from NCSC/Trusted Telecom Portal. In case the bidder is not an OEM but he has been authorized by an OEM to submit the bid in this tender then in such cases the bidder can

submit the certificate /application of OEM for obtaining certificate from trusted portal.

7. The local suppliers, at the time of bidding or solicitation shall be required to indicate % of local content and **provide self-certification in the format given below** that the items offered meets the local content requirement as per DoT notification. They shall also give details of the locations at which local value addition is made.

**Format for Self-Certification regarding local content (LC) for Telecom product, Services or Works**

**Dated: .....**

I .....S/o, D/o, W/o ....., Resident of .....do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:..... dated .....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- I. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Telecom Product/Services/Works for which the certificate is produced
- IV. Procuring agency to whom the certificate is furnished

- V. Percentage of LC claimed
- VI. Name and contact details of the unit of the manufacturer.
- VII. Sale Price of the product
- VIII. Ex-Factory Price of the product.
- IX. Freight, insurance and handling
- X. Total Bill of Material
- XI. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- XII. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- XIII. List and cost of inputs which are imported, directly or indirectly

For and on behalf of ..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

Name.....

Designation.....

Contact Number.....

Date.....

**8. Pursuant to Office Memorandum No 6/18/2019-PPD, Dated 23.07.2020 issued by Dept. of expenditure i.r.o. Insertion of rule 144 (xi) in the General Financial Rule (GFR) 2017, following provisions shall be applicable in this tender:-**

- 8.1** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the said Memorandum.
- 8.2** **‘Bidder’ including the term ‘tenderer’ means any person or firm or company, including any member of a consortium** or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 8.3** **Bidder from a country which shares a land border with India" for the purpose of this Order means: -**

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated , established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated. established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity ; or
- f. A natural person who is a citizen of such a country ; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**8.4 The beneficial owner for the purpose of Clause 3 above will be as under:**

- I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) .who, whether acting alone or together. or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a) "Controlling ownership interest" means ownership of or entitlement more than twenty-five per cent. of shares or capital or profits of the company;
  - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- II. In case of a partnership firm. the beneficial owner is the natural person(s) who , whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
  - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership .



- VI.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII.** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .
- 8.5** In respect of para **8.1 to 8.4 above**, bidders are required to submit a certificate/undertaking in the following format:-

**"I.....S/D/O..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that we M/s .....is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we, M/s ..... fulfill all requirements in this regard and is eligible to be considered. Copy of valid registration by the Competent Authority is attached herewith ( if applicable) . Further, it is to undertake that we M/s ..... will not sub-contract any work to a contractor from such country (ies) unless such contractor is registered with the Competent Authority".**

## **SECTION-II**

1. The tender is covered under the Integrity Pact Programme. The bidders participating in the tender shall sign an MOU with the purchaser as per the MOU document given in the tender document. The bidders can send their grievances to the Independent External Monitors on their e-mails or through the nodal officer on the following address:

DE (Pers), MTNL, CO  
Nodal Officer- Independent External Monitoring Cell (IEMC)  
6<sup>th</sup> Floor, Mahanagar Doorsanchar Sadan 9, CGO Complex,  
Lodhi Road, New Delhi-110003  
Tel. No. 011-24322529  
E-Mail: [noiemc@bol.net.in](mailto:noiemc@bol.net.in)

Vendors are requested to send their grievance, if any related to the tender to the Nodal officer. However, any clarification / suggestion on tender terms & conditions may please be taken up with tender issuing authority only. As per CVC's guidelines/notification dated 13.01.2017, the vendor will not go to the court till the time the matter/complaint is pending with the IEMs. This CVC Circular may be seen in MTNL website: [www.mtnl.in](http://www.mtnl.in)

### **2. BID DOCUMENTS:**

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids which are not substantially responsive to the Bid Documents in every respect may result in rejection of the bid. In respect of interpretation/clarification of each and every clause of this tender and in respect of any matter relating to this tender, the decision of MTNL will be final.

### **3. AMENDMENT TO BID DOCUMENTS**

- 3.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 3.2 The amendments shall be displayed on GeM portal and these amendments will be binding on all bidders.
- 3.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

### **4 DOCUMENTS COMPRISING THE BID:**

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

- a) Documentary evidence established in accordance with **Section-I** above indicating that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) EMD/Bid Security in the format attached herewith.
- c) A Clause by Clause compliance of the ATC.
- d) A Bid Form attached as with this document.
- e) Certificates to be submitted in support of eligibility conditions shall be in following format:-
  - (i) Certificate should be on the letter head of the issuing Company containing registered office address of the company.
  - (ii) Certificate should indicate the date of issue.
  - (iii) Certificate should contain name and designation of the signatory.
  - (iv) Certificate should contain Contact Telephone Number or Fax Number or e-mail id of the signatory.
  - (v) Date of commissioning of system and period of operation should be mentioned.
  - (vi) Certificate issued by Bidder or any other third party shall not be considered.
  - (vii) Self certificate shall not be considered.
  - (viii) Press release, website information shall not be considered.
  - (ix) All certificates should be valid on the date of submission of the bid.
  - (x) No certificate will be considered after date of submission of the bid.

## 5 DOCUMENTS NEEDED FOR ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 5.1 The bidder shall furnish, as part of the bid, documents establishing the bidder's eligibility to bid, and its financial, technical and production capability to perform the contract. Any subsequent correspondence in this regard shall be treated as post tender offer/clarification and shall not be entertained.

**The documents shall comprise of following:** -The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- (i) Certificate of incorporation.
- (ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- (iii) Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
- (iv) Approval from Reserve Bank of India /SIA in case of foreign collaboration.
- (v) Latest and valid NSIC Certificate duly certified by NSIC (if applicable)
- (vi) Annual Report and/or a certificate from its bankers as evidence that the bidder has financial capability to perform the contract.
- (vii) Documentary evidence about technical and repair capability necessary to perform the contract.
- (viii) Users' certificates regarding experience in supply and support.

- 5.2** The bidders shall have a Nodal Centre existing/ proposed to be opened, to facilitate the interaction preferably in Delhi /NCR which shall form part of contractual commitment. The services of the Centre shall be available throughout the period of contract.
- 5.3** If any document is not submitted by bidder at the time of submission of bid in support of Bidders Eligibility Criteria, evaluation of bids will be based on available documents in the bid and non submission of documents will be treated as non-availability of documents.
- 6. Guidelines for submission of Tender Fee, Bid Security and other documents such as Power of Attorney, Integrity Pact, Bid Form, security agreement etc by the bidder :-**

- 6.1** Tender Fee & EMD/Bid Security (if applicable), is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate / Udyam Registration certificate, broadly covering the tendered item/equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.

However, scanned copies of the following documents (which ever applicable) are to be mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage :-

- i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/ EMD
- ii) Demand Draft/ Banker Cheque or Bank Guarantee ( if opted for EMD)
- iii) valid MSME Certificate /Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD)

**A. Details of Accounts Holders:-**

Name of Account Holder	MAHANAGAR TELEPHONE NIGAM LIMITED
Complete Contact Address	5 <sup>th</sup> Floor, Mahanagar Door Sanchar Sadan, 9 CGO Complex, Lodhi Road, New Delhi- 110003
Telephone Number/Fax/E-mail	011-24325484, aobo.mtnlcorp@gmail.com

**B. MTNL Bank Account Details:-**

Bank Name	Indian Overseas Bank
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Branch Name with Complete Address, Telephone No. & E-mail	Janpath Branch,F-47, Malhotra Building, Connaught Place, New Delhi-110001 Tel: 23320775 e-mail: iob0065@iob.in
Whether the Branch is computerized?	YES
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	YES, IOBA0000065
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB/Current /Cash Credit)	CURRENT ACCOUNT
Complete Bank Account No. (Latest)	006502000007431
MICR Code of Bank	110020004

- 6.2** If the Tender fee & EMD /Bid Security are **not submitted by the bidder through online / e-payment mode**; in such case, scanned copy of these instruments shall be uploaded by the bidder alongwith the technical bid and Originals of bank instruments such as Demand Draft or EMBG towards Tender Fee, EMD/ Bid Security respectively, shall be submitted by the bidder **on any date before or within 5 days of bid submission end date**; failing which the tender bid (if already opened on the basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.
- 6.3** Further, if the required originals of bank instruments for Tender Fee, EMD/Bid Security (if not submitted through e-payment mode), whose scanned copies are uploaded by the bidder & available in 1st electronic Envelope i.e. Technical Envelope, are not received within the stipulated time (any date before or within 5 days of bid submission end date) or any discrepancy found in the original offline document, the same will be brought to the notice of CET/Tender Evaluation Committee (TEC) without any delay by the tender inviting sections.
- 6.4** During tender process, tender inviting authority may ask the bidder to produce/submit original copy of any document such as Power of Attorney, Integrity Pact, Bid Form, security agreement. MSME/Udyam registration Certificate (if applicable) submitted as scanned copy, in Technical bid part on e-tender portal (1st electronic Envelope), which the bidder will have to comply with.
- 7 DOCUMENTS FOR ESTABLISHING SERVICES ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS.**
- 7.1** The bidder shall furnish as part of his bid, documents establishing the conformity of Bid Documents to all services which the bidder proposes to supply under the contract, by clearly indicating 'complied' or 'not complied'. No ambiguity in compliance should be there in the bids.

- 7.2** The documentary evidence of the 'services' shall be to the purchaser's satisfaction and the bidder shall state that they will comply with all conditions specified in special conditions of contract and other conditions of this tender.
- 7.3** The documentary evidence of the services in conformity to the Bidding document may be in the form of literature, drawings and data. It may comprise of:
- a)** Detailed implementation schedule covering all the activities of the work and Bar/PERT chart.
  - b)** A clause-by-clause compliance on the purchaser's Specifications and Commercial Conditions demonstrating substantial responsiveness to the Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. In case there is no deviation, "NIL" deviation statement shall be given. A bid without clause-by-clause compliance of the **Buyer Added Bid Specific ATC and Buyer Added Bid Specific Scope of Work (SOW)** shall not be considered. Further, wherever specifications indicate a specific parameter to be met, bidder shall indicate the actual value of the parameter.

## **8. BID SECURITY**

- 8.1** The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for an amount **of Rs 2,70,000/- (Rs Two Lakh Seventy Thousand Only)**. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", "WITHOUT LIMIT", or "MORE THAN Rs. 50 LAKHS", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. For details of return/adjustment and forfeiting refer to clause 8.5, 8.6 and 8.7 below.

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

- (a)** A proof regarding current registration for the tendered items will have to be attached alongwith the bid.
- (b)** The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

Bid Security shall be submitted by the bidders in accordance with clause 6 above.

- 8.2** The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 8.7.
- 8.3** The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of 180 days from the date of tender opening.
- 8.4** The bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 8.5** The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity.
- 8.6** The successful bidder's bid security will be discharged upon the bidder's acceptance of the contract satisfactorily and furnishing the performance security.
- 8.7** The bid security may be forfeited:
- (a)** If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
  - (b)** In the case of successful bidder, if the bidder fails:
    - I. to accept the contract in accordance or
    - II. to furnish performance security.
  - (c)**
    - (i)** In both the above cases, i.e. 8.7(a) & (b), the bidder will not be eligible to participate in the MTNL tender for any item / product for one year from the date of issue of contract. The bidder will not approach the court against the decision of MTNL in this regard.
    - (ii)** Further, if the said bidder is MSE / SSI unit registered with NSIC / MSME bodies, in addition to action as mentioned under (c) (i) above, such bidder will also be deprived off from exemption in tender fee, exemption from payment 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.

**9. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 9.1** The bidder may modify or withdraw his bid after submission prior to the deadline prescribed for submission of bids.
- 9.2** No bid shall be modified subsequent to the deadline for submission of bids.

## **10. CLARIFICATION OF BIDS:**

- 10.1** 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 on line. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 10.2** During bid evaluation, seeking shortfall of documents from the bidder(s) shall be allowed against those clauses which have been complied by the bidder in the bid. However, while seeking shortfall documents from the bidder, following should be ensured:-
- (i) Subsequent document(s) shall not affect the price schedule in any manner.
  - (ii) The documents relating eligibility shall not be later than the date of bid opening date.

## **11. CONTACTING THE PURCHASER:**

- 11.1** 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, or at any other time and in the event of its being so established by MTNL, the bidder's tender may be cancelled.
- 11.2** Any effort by a bidder to modify his bid or influence the Purchaser, in the Purchaser's bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.

## **12 AWARD OF CONTRACT: PLACEMENT OF ORDER**

The Purchaser shall consider placement of order for commercial supplies only on those eligible bidders whose offers has been found technically, commercially and financially acceptable. **The Purchaser reserves the right to counter offers price(s) against price(s) quoted by any bidder.**

- 13. AWARD CRITERIA:** It shall be as per GeM Provisions.

## **14. PURCHASERS'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

- 15. SIGNING OF THE CONTRACT:** It shall be as per GeM Provisions.

- 16.** While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid



documents. Non-compliance of any one of these clauses which may result in outright rejection of the bid.

- (i) Submission of Bid /Bid Security Bank Guarantee validity for shorter period of time or Bid security not in the desired format etc. shall be treated as minor infirmity and may not lead to outright rejection of bid. Clarification to this effect. However, the bid shall be rejected, if the bidder fails to submit EMD/Bid Security (or MSME / Udyam Registration certificate towards claim of exemption from EMD/Bid Security), at all, as per clause 6 above.
  - (ii) If the eligibility condition is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
  - (iii) If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.
  - (iv) Compliance if given using ambiguous words like “Noted”, “Understood”, “Noted & Understood” shall not be accepted as complied. Mere “Complied” will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - (vi) Prices are not filled in as prescribed in price schedule.
17. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
18. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
19. 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 tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MTNL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

**The format of the certificate to be given is "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."**

## **20. PERFORMANCE SECURITY:**

- 20.1** 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 will have to be attached along with the bid.
- 20.2** The proceeds of the performance security shall be payable to the Purchaser for any deficiency in performance of contract and/or the supplier's failure to complete its obligations under the contract.
- 20.3** In case of adjustment of any amount from performance security with respect to supplier's failure in performance of contractor or deficiency in performance of contract then, Supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise an Invoice/ Debit note to vendor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30<sup>th</sup> of following end of financial year in which such supply was made.
- 20.4** The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in of this Bid Document.
- 20.5** The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 20.6** The performance security deposit shall be adjusted against any other penalty or liquidated damages, which may arise out of the contract.

## **21. PAYMENT TERMS:**

Payment shall be made in Indian Rupees lot-wise as per delivery schedule.

- (a) 50% of Equipment cost (along with GST on 100% invoice value) will be paid on supply of ordered equipment/ items including all associated accessories required for their successful installation & commissioning including integration in the network.
- (b) 30% of Equipment cost (along with GST on 100% invoice value) will be paid on successful installation & commissioning including integration in the network, subject to satisfactory assistance provided by the vendor.
- (c) 20% of Equipment cost (along with GST on 100% invoice value) will be paid after six months of satisfactory operation of the equipment in the network.
- (d) The AMC payment shall be made quarterly in arrears and payments (including GST) shall be released subject to successful execution of work under the AMC Agreement

## **22. SUB-CONTRACTS:**

- 22.1** The bidder/the supplier cannot assign/transfer and sub-contract its interests/obligations under the contract without the prior written permission of the purchaser.
- 22.2** 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.

## **23. FORCE MAJEURE:**

- 23.1** If at anytime, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter 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 and contract shall be resumed as soon as practicable after such event may 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, provided 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.
- 23.2** Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor 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 in

possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

## **24. TERMINATION FOR DEFAULT:**

- 24.1** 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/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.
  - 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 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 24.2** In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 24.1, 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 prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the supplier and look to him for 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.

## **25. 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, 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.

## **26. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION**

The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. 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, in that event, such disputes or differences, whatsoever arising between the parties in respect of this Agreement/contract shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

- (a) For this purpose the Purchaser/MTNL 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.
- (b) 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 a panel of three Arbitrators.
- (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 the one name as an Arbitrator out of three names 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 one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party shall also 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) Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by CMD, MTNL or any other officer on his behalf. In case, the office of CMD, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of CMD shall issue the appointment order.
- (f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with 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/Mumbai.
- (g) In the event of such an Arbitrator, 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.
- (h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
- (i) The Arbitration proceedings shall be in English language.

- (j) 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 Delhi/Mumbai.

**27 ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS WITH OTHER CPSES AND GOVERNMENT DEPARTMENTS/ ORGANISATIONS.**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of this Commercial contract(s)/ agreement, between the Central Public Sector Enterprises (CPSEs)/ Port Trust Inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(CM)/FTS-1835 dated 22/05/2018”.

The court at Delhi/Mumbai shall have the exclusive Jurisdiction to entertain any dispute or claim arising out of contract.

**28. SET OFF:**

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

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

**29. FALL CLAUSE:**

**29.1** 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/service;

And/Or

- (b) The prices received in a new tender for the same or similar equipment/ service 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.

**29.2 (a)** The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/or offered to sell the same or similar equipment/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 29.2 (a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

**30. LIQUIDATED DAMAGES:** Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the purchaser on account of delay/breach on the part of the supplier.

**30.1** 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 30.2** below.

**30.2** While granting extension of delivery period, the liquidated damages shall be levied as follows:

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

material/ supply for each week of delay or part thereof for another TEN weeks of delay.

- (ii) **Installation &Commissioning:** Should the supplier fail to install and commissioning the project with the stipulated time the purchaser shall be entitled to recover Liquidated Damages, 0.5% of the value of the purchase order for each week of delay or part thereof or a period upto 10(TEN) weeks and thereafter @0.7% of the value of the purchase order for each week of delay or part thereof or another 10(TEN) weeks of delay. In cases where the delay affects installation/commissioning of only a part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.
- (iii) Provisions contained in Clause 30.2(a) (i) shall not be applicable for durations (periods) which attract L.D. against **Clause 30.2(a) (ii)** above.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, in case of tenders floated by Units and by the CMD in case of tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- (f) The Liquidated Damages shall be calculated on the all inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes
- (g) If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under clause **30.2** above.

**30.3** 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.

- 30.4.1** 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.
- 30.4.2** 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.
- 31.** MTNL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor who has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 32. 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.

### **33. 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 34 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

#### **34. 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.

#### **35. Job work**

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

#### **36. 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.

- 37. 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.

38. The decision of MTNL in respect of levy of Penalty shall be final and binding. Any dispute in relation to imposition of penalty or quantum thereof shall not be arbitrable and the clause of Dispute Resolution shall not be applicable.

39. **In case of any conflict between above Buyer Specific ATC and GeM T&C on the same matter, the decision of MTNL will be final to decide course of action.**

40. **Warranty:**

(i) 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 equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect 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) **twenty four (24) months** after the stores have been taken over.

(ii) If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the above clause shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of **twenty four (24) 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.

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

41. **Additional General Requirements:**

The supplier will submit a Type Approval Certificate (TAC) issued by TEC or TSEC issued by BSNL QA. In case TAC/ TSEC is not available, the supplier will be required to submit a self certification confirming that the supplied switch complies with TEC GR. However, the supply of equipment will be accepted only after Quality Assurance tests are carried out by QA team of MTNL/BSNL as per prescribed schedule and material passing the test successfully.

- 41.1** 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 towards testing charges. BSNL QA shall issue a receipt in the name of MTNL for the testing charges clearly mentioning the details of PO, equipment description etc.
- 41.2** The supplier shall submit the above receipt in original to MTNL for reimbursement of the payment after the equipment has been delivered to MTNL.
- 41.3** The details of QA tests, which will be carried out at factory, shall be submitted along with the bid. Any additional test required by MTNL shall also be included in the factory test. The QA will be conducted by MTNL/BSNL QA after award of purchase order to the bidder.

**42. Delivery Schedule:**

- a.** 50% of ordered quantity of the Equipment shall be supplied within 45 days of the date of P.O.
- b.** Balance 50% of ordered quantity of the Equipment shall be supplied within 75 days of the date of P.O.

**43. AMC (Annual Maintenance Contract):**

- 1.** It Shall be mandatory for the bidders to undertake the Annual Maintenance Contract for **3 (Three) years** for LAN Switches, EMS Software & SFP's, to be signed at the time of acceptance of APO/PO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the acceptance of APO/PO as per AMC agreement format given in **Annexure-A**.
  - (i)** The bidder shall quote for charges for **Three (03) years** comprehensive CAMC (including Labour, spares) after **02 years warranty** as a percentage of the equipment cost separately for each year, also shown in Rupees. A separate sheet shall be provided in the bid showing the amount of comprehensive AMC for each of **3 (Three) years** as a percentage of the cost of the equipment. The normal day-to-day operations and fault diagnosis to the extent possible will be done by purchaser. The cost quoted shall include visit of the engineers of the bidder as and when required to meet the conditions of CAMC.
  - (ii)** The terms and conditions for CAMC are given in **Annexure-A**. It is the discretions of MTNL for entering into CAMC agreement.
  - (iii)** During the warranty the bidder shall perform all the functions as enunciated under the CAMC free of cost. All the penalty clauses shall be applicable during the period of warranty in case of failure on the part of supplier.
  - (iv)** The selected bidder shall submit a bank guarantee against AMC, valid for a period of AMC **plus eight months**, two months before the ongoing date of expiry of the PBG submitted against the P.O. Purchaser reserves the right to

forfeit the main P.O. PBG if the BG against AMC is not submitted in time.

- (v) Amount of Bank Guarantee will be equal to the highest of the yearly AMC charges. For any additional equipment, the amount of PBG shall be increased proportionately, or an additional PBG submitted for the additional amount, within a time period of one month from the date of such equipment getting covered under AMC.
  - (vi) The validity of the AMC-PBG shall have to be extended by the bidder to cover the whole period of AMC plus six months, if for any reason the date of start of AMC changes.
  - (vii) Delhi & Mumbai unit will be the recipients and custodian for the relevant bank guarantee(s) against AMC and same unit(s) shall enter in to AMC agreement.
- 1.1 Any equipment de-loaded during the AMC period reflecting in reduced capitalization will reduce the AMC amount proportionately.
- 1.2 However, MTNL shall reserve its right to terminate AMC in any of following situations –
- (i) Equipment getting de-commissioned.
  - (ii) MTNL decide not to continue with AMC

In both situations as above, a three-month notice shall be given by MTNL to the bidder to terminate/discontinue the AMC.

2. For this purpose, the bidder shall quote all-inclusive Comprehensive AMC charges for each year, year-wise for **3 (Three) years** (or as defined) which shall become effective at the end of the warranty period. The cost shall be quoted as a lump sum **including visits of the engineers or attending to faults and repairs and supply of spare parts etc.** However, Goods & Service tax (GST) shall be paid extra as applicable. AMC charges shall be included in evaluation of price bid, by applying discounting factor of 10% per year to arrive at the NPV (Net Present Value).
- 2.1 The quote for AMC should be as a ...% (percent) of equipment cost and it is mandatory to quote yearly charge in Rs. in price bid form of tender document.
- 2.2 The yearly AMC prices quoted by the bidder(s) in percentage (%) of equipment cost shall be worked out & transformed in NPV, for entire AMC period, subject to minimum of 3 % per year, for the purpose of evaluation.
- 2.3 Whenever a vendor quotes less than 3% AMC rate post warranty, his bid will be evaluated assuming minimum 3% AMC quote but payment will be made as per rates actually quoted and simultaneously MTNL shall withhold the payment of equipment to bidder equivalent to difference in AMC value at 3% rate and quoted rate for all those years where AMC quote is less than 3%. This

differential amount withheld for AMC shall be released on completion of AMC period for a particular year.

3. The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC and fulfillment of other obligations of AMC or P.O. which are pre-requisite for release of the PBG.
4. Any Unit neither returned during the turn-around time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the designated courier/agency/center, an amount equivalent to 1.5 times the cost of equipment/unit shall be recovered from the supplier. This cost will not be counted as penalty, for the purpose of 25% cap on penalty as mentioned later in clause 7(iii) and 7(vi).
  - 4.1 Not more than 1% of the total equipment/units sent in a year (of AMC) for repair will be declared as RNP (Repair Not Possible) by the supplier.
  - 4.2 RNP equipment/cards shall not include burnt out and/or physically damaged units.
  - 4.3 For each RNP unit, as well as burnt out/damaged unit, a joint inspection report format shall be signed by supplier's and MTNL's representatives. This format shall also contain identified/ probable causes of damage and suggested preventive actions.
  - 4.4 MTNL shall reimburse up to a maximum of 1% of the cost of equipment sent for repair against replacement cost of equipment declared as RNP.
5. However, if MTNL so desires, the supplier shall be bound to provide these items at the itemized price in their bids for initial currency period of AMC.
6. The bidder shall, at the time of submitting the bid, submit the proposal specifying the fault control centers' locations and how the bidder proposes to carry out repair under AMC. The bidder shall also indicate what spares will be kept in different locations. The infrastructure planned to be created by the bidder to fulfill his obligations under AMC and his action plan to deal with various situations arising out of hardware and software faults shall be clearly indicated.

## **7. FAULTS: SEVERITY LEVELS, RESTORATION TIME & PENALTIES**

- (i) Amount of penalty per day on the basis of severity level of fault shall be as given below under succeeding para 7(v):
- (ii) A system of dispatch and receipt of challan shall be worked out between MTNL and the supplier within three months of the placement of Purchase Order in order to account for the delay. Decision of MTNL as to how the system is designed shall be final.

- (iii) Penalty(s) shall be deducted from the quarterly bills. The maximum value of penalty for faults/card repairs etc. shall not exceed 25% of AMC amount in that year, provided reasonable AMC has been carried out.
- (iv) If MTNL is not satisfied with the performance of the supplier during AMC, it reserves the right to term the AMC execution as unreasonable, and communicate the same formally to the supplier through letters/phones/emails/SMSs during currency of the AMC. MTNL's view in this regard shall be final.
- (v) If the supplier fails to restore the fault within the time limit stipulated in the AMC,
- and/or

If the supplier is unable to meet the deadline for repair/replacement of faulty equipment stipulated in the AMC,

Penalties as shown below shall be applicable:

<b>Severity Level</b> <b>(Delay will be counted in steps of one hour)</b>	<b>Time for fault Rectification</b>	<b>Penalty per hour of delay/Per Site/per occasion</b>
<b>Critical (A)</b> (Any fault in the equipment/ system affecting the availability of the service to more than 5% of the working subscribers on a node shall be treated as <b>Severity Level A.</b> )	Three hours of its reporting to the vendor	Rs. 1000/-
<b>Major (B)</b> (Fault at any site causing slow performance of the network as a whole or affecting the performance of other equipment in the network shall be treated as <b>Severity Level B.</b> )	Five hours of its reporting to the vendor	Rs. 500/-
<b>Moderate (C)</b> (Any fault in the equipment/ system affecting the availability of the service to less than 5% of the working subscribers on a node shall be treated as <b>Severity Level C.</b> )	Seven hours of its reporting to the vendor	Rs. 200/-

Where severity level may not be defined:

<b>Delay period</b>	<b>Penalty Amount (Rs.)</b>
> 15 days < 30 days	Rs.500/- per day of delay per faulty module/card
> 30 days	Rs.1000/- per day of delay per faulty module/card



- a) The penalty will be applicable per site basis even if there is a commonality of fault at any point in the network causing failure of full or part of service.
- b) For major failure(s), penalty(s) shall not be part of capping. For example, any failures affecting the availability of service to more than 20% of working subscribers in the whole network at a time, shall entitle MTNL to deduct 1% of the quarterly bill for each occasion of such failure in that quarter. Failure occasion shall be counted as one occasion for failure of every two hours or part of two hours. For example, failure of 4 hours 12 minutes shall be treated as three (3) occasions of failure. Also, above stated penalty(s) shall be capped at 50% (Fifty percent) of annual AMC cost, and shall be in addition to penalty(s) imposed due to delays in card/equipment repairs/ replacements as stated in clause 7.0 (iii).
- c) Online fault booking facility must be available.

## **8 End of Life or End of Service Equipment**

- 8.1 Vendor shall ensure that equipment being procured must be supported for minimum 8 years post warranty period. OEM should give an Undertaking in this regard and tender should specifically state that MTNL will also have the right to seek AMC support from OEM beyond 10 years if OEM is supporting such equipment anywhere globally.
  - 8.2 Bidder will be bound to offer AMC post 8<sup>th</sup> year in case OEM is supporting such equipment anywhere globally. In case OEM is not offering support anywhere globally during period after 8 years of AMC, bidder has to submit a certificate from OEM that no support is being offered anywhere globally by OEM for such version/type of equipment.
9. The bidder shall be required to sign an agreement WITH REGARD TO SECURITY REQUIREMENTS as per **Annexure-B** on Rs. 100/- non-judicial stamp paper along with the acceptance of APO/PO

**ANNUAL MAINTENANCE CONTRACT AGREEMENT FORMAT**

This AGREEMENT is made on this .....day of .....(Month).....to be effective from ..... to.....

BETWEEN

MAHANAGAR TELEPHONE NIGAM LIMITED DELHI a company registered under the Indian Companies Act and having its registered office at 5<sup>th</sup> Floor Mahanagar Door Sanchar Sadan, 9,C.G.O. Complex Lodhi Road, New Delhi-110003 (hereinafter called the MTNL Delhi .) of the ONE PART

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 inter alia deal with the supervise the execution of this contract.

AND

\_\_\_\_\_ A COMPANY REGISTERED UNDER THE INDIAN

Companies Act having its registered office at \_\_\_\_\_ acting through Mr. \_\_\_\_\_ duly constituted attorney/authorized person pursuant to the General Power of Attorney dated \_\_\_\_\_ executed as per terms of the Board Resolution dated \_\_\_\_\_, (hereinafter called The Vendor, also called Supplier or vendor, which expression shall include its affiliates, subsidiaries, successors and permitted assigns) on the Other Part.

WHEREAS MTNL has placed the purchase order on the SUPPLIER vide P.O.No \_\_\_\_\_ Dated... \_\_\_\_\_ for supply, installation, commissioning and Annual Maintenance of..... equipment against \_\_\_\_\_ tender enquiry No. \_\_\_\_\_

WHEREAS the SUPPLIER 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 for a minimum period of **42 months**.

WHEREAS the SUPPLIER has made the offer to duly comply with all the provisions of the Tender/Bid Document, including those pertaining to Post Warranty Annual Maintenance Contract, after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by MTNL on the terms and conditions mentioned hereafter and after ascertaining that the SUPPLIER is fully capable of complying with the aforesaid terms of the Bid Document.

NOW the AGREEMENT WITNESSETH as follows:

**1. PERIOD OF VALIDITY OF THE AGREEMENT.**

- 1.1** This Agreement shall remain in force for .....years from .....to .....from the date of completion of .....years warranty, while at the same time the terms and conditions of this agreement except for payment of charges to the SUPPLIER shall also apply during warranty period.
- 1.2** Extension of this Agreement shall be negotiable for the second term depending on the performance of the SUPPLIER during the period of the initial term.
- 2.** In addition to complying with all the terms and conditions recorded in the Tender/Bid Document, the SUPPLIER hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.
- 3.** Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.
- 4.** During the period of AMC the SUPPLIER shall inter alia (see note below)
- (i)** Diagnose the hardware and software faults.
  - (ii)** Rectify the hardware/software faults detected.
  - (iii)** Repair and replace the faulty equipments.
  - (iv)** Carry out the periodic preventive maintenance.
  - (v)** Upkeep and upgrade the software periodically for ensuring trouble free/bug free/fault freeperformance of the supplied systems/equipment.
  - (vi)** Flexibility for creating customized reports.
  - (vii)** Provide full and time bound integration with EMS system
  - (viii)** AMC shall be inclusive of cost of spares, labour and all other costs.
- 5.** The supplier shall prepare the schedule of preventive maintenance for each quarter and shall submit the same to MTNL in advance. The preventive maintenance shall not affect the normal functioning of the system.
- 6.** The SUPPLIER shall provide all the latest Software Updates, upgrades and/or patches (including incidental hardware upgrades such as DRAM and Flash memory etc) along with required hardware for ensuring trouble free/ bug free /fault free performance & maintenance of the supplied systems/equipment to MTNL on free of cost basis as a part of the AMC as well the maintenance of these upgrades.
- 7.** The SUPPLIER shall be solely responsible for the maintenance, repair & up gradation of the software/hardware systems, equipments and parts thereof and

MTNL shall not be liable to interact with any of the partners/ collaborators or subcontractors of the SUPPLIER.

## **8. REPAIR AND MAINTENANCE (see note below)**

### **8.1 TECHNICAL SUPPORT & SERVICE CENTRE**

**8.1.1** The SUPPLIER shall have Technical Support & Service Centers at least one in Delhi/NCR. The SUPPLIER may set up more such centres to meet the criteria for fault restoration/faulty unit repair times as mentioned in the AMC. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical Support & Service Centers at the time of signing this Agreement

**8.1.2** The SUPPLIER shall also provide the name of alternate contact person or Technical Support & Service Center with address & telephone /FAX no. which may be contacted by MTNL staff for support in case of no response/poor response from the designated Technical Support & Service center. This, however, shall not preclude MTNL from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.

**8.2** Any change in Address, Phone number, FAX Number, GSTIN etc shall have to be intimated in writing by the SUPPLIER to the concerned In-charge of the MTNL unit as well as the concerned head of MTNL unit at the earliest. If the unit in charge of the MTNL unit is unable to report the faults to the normally assigned Technical Support & Service Center due to the change of phone number etc. the fault will be reported (as per provision of 8.1.1 above) and the SUPPLIER shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.

### **8.3 RESPONSIBILITIES OF TECHNICAL SUPPORT & SERVICE CENTER**

**8.3.1** The SUPPLIER shall ensure that all the Technical support & service centers are manned by fully competent and responsible Engineers and are capable of giving all types of necessary technical guidance/ assistance over phone to the respective officers of MTNL for fast troubleshooting & rectification of faults.

**8.3.2** The SUPPLIER shall also ensure that Technical support Centers are manned and are able to provide service to MTNL round the clock, all the seven days of the week throughout the year. The level of service provided to MTNL shall not go down during night time or due to any day being holiday, or for any other reason.

**8.3.3** The Technical support Centers shall receive the faulty cards/ units/ PCBs from MTNL sites and repair / replace them with good ones during the period of AMC.

- 8.3.4** One or more of the Technical Support Center (s) shall also work as repair center(s) and it shall be responsible for repairing the faulty cards/ units/ PCBs. Such repair Center shall also maintain a requisite minimum stock of such cards/equipment often going faulty, in order to keep the down time within limits as envisaged in this agreement. The SUPPLIER shall be at liberty to distribute spares to the nodes as deemed fit or keep them at the designated Technical Support Centres.
- 8.3.5** The Technical support Center shall regularly obtain feedback about the health of the systems under its jurisdiction from the officer of MTNL on monthly basis (or even more frequently) and maintain a proper record of such feedback. These shall be made available to the technical experts nominated by the SUPPLIER for analysis and such technical expert in turn shall give adequate and proper guidelines / technical advice to the officers of MTNL for taking necessary preventive measure for reducing the frequency of such faults and also for preventing such faults from re- occurring. This shall, however, not absolve the SUPPLIER from fulfilling his obligations under this agreement.
- 9.** The SUPPLIER shall set up at least one repair center each in Delhi/NCR and Mumbai within 3 months from the date of purchase order, with the facilities for repair of all types of switches supplied by it.
- 10.** SUPPLIER may either carry out the repair on his own or through the facilities of third party. MTNL shall, however, interface only with this SUPPLIER in all cases.
- 11.** The first line maintenance shall be done by authorized staff of MTNL by replacement of the faulty/affected module with a readily available good module, stocked at the site by the SUPPLIER at his (SUPPLIER's) cost or out of the spare capacity, if available in that node, if no spares at site have been made available by the SUPPLIER. Decision whether the module/ cards at any node can be made spare or not shall rest with MTNL. It shall not absolve the SUPPLIER from his responsibilities under this agreement for restoration of fault etc. All such changing/ replacement of faulty/affected modules shall be done by MTNL staff as per telephonic (or otherwise) instructions of the technical support centre.
- 12.** The faulty module shall be sent by MTNL to the SUPPLIER's designated Repair Center /Technical support Center within the shortest possible time.
- 13.** The SUPPLIER shall arrange and ensure repair or replacement of the faulty equipment, to the concerned site of MTNL within 15 days of dispatch of the faulty module by MTNL to the SUPPLIER's designated Technical support Center. While the responsibility of delivering the faulty module /Card / PCB / equipments to the SUPPLIER's premises will lie with MTNL, the responsibility of repairing and sending back the same to the respective MTNL location will be with the SUPPLIER.
- 14.** 15 days time shall be calculated from the date of dispatch of faulty equipment at the SUPPLIER's designated Repair Center/Technical support Center to the date

of receiving back of the repaired/replacement of the same at the concerned MTNL site. Wherever sub-rack or other equipment is brought by the representative of the SUPPLIER at site for replacement, the faulty unit/ sub-rack equipment shall be taken back by the said representative for further repair etc. at the cost of SUPPLIER.

## **15. TECHNICAL SUPPORT PROCEDURE**

- 15.1** The SUPPLIER shall ensure that a minimum stock of 5% of switches supplied in the network, are maintained as spare stock. It will be at the option of the SUPPLIER either to maintain the above stock of switches at the Technical Support Center or to distribute the spare switches over Delhi to meet his obligation under AMC.
- 15.2** The Supplier shall arrange for and ensure the immediate replacement of the faulty equipment/PCB/modules etc with the good ones as & when the faulty are received at its designated Technical Support Center for repairs.
- 15.3** The SUPPLIER shall furnish the detailed guidelines for each type of switches regarding the identification/ detection/ diagnosis of the faulty switch(s) at the time of supplying the switches to MTNL sites.
- 15.4** The training of the representatives of the Purchaser regarding the identification/ detection/ diagnosis of the faulty equipment shall be conducted either at the NOC location or at a test site where they will be deployed. The purchaser will bear all the expenses related to travel, boarding and lodging, etc. of its representatives. The Supplier shall depute its representative for imparting training as per the program given by the Purchaser.
- 15.5** Each unit, where switches shall be deployed, shall maintain the records of equipment sent for repair/ replacement (quantity sent/ time & date of sending/ date of receiving back, etc.) and shall forward such records on bi-monthly basis to the respective unit In-charge.
- 15.6** Each unit In-charge shall compile the records received regarding the maintenance of the switches from various MTNL units and will recommend the penalty, if any, in accordance with clause 19 for delays in receiving Back the repaired/ replaced equipment within stipulated time frame.
- 15.7** In case of any dispute, the records maintained by MTNL shall have precedence.

## **16. MAINTENANCE OF HISTORY SHEET AND LOG BOOKS**

- 16.1** The SUPPLIER shall supply elaborate maintenance procedures and perform the history sheet to every concerned location of MTNL.
- 16.2** The officer of MTNL shall fill up the history sheet containing the statistics about the health of the associated equipment installed at the concerned location and send a report to the Technical Support Center of the SUPPLIER on monthly basis.

Based on the History sheet report, the SUPPLIER shall analyze the health record of each location and if something alarming or unusual is noticed, shall advise the field staff of MTNL to take necessary actions for preventive maintenance of such equipment. These instructions for preventive maintenance shall be passed on to MTNL staff at the concerned location in writing and by sending experts to the respective locations when felt necessary. MTNL reserves the right to make changes in the proforma proposed by the SUPPLIER.

## **17. AMC CHARGES AND PAYMENTS**

The charges for AMC will be as given in the purchase order. A copy of the same will be made part of this agreement at the time of signing this agreement.

- 17.1** For fulfilling the above obligations, the following procedure shall be followed for paying the SUPPLIER the charges for the services rendered by the SUPPLIER under this Agreement.
- 17.2** MTNL shall not pay any charges in advance. Bills for AMC shall be paid by MTNL at the end of each quarter, after successful execution of the works under this Agreement normally within 21 (twenty one) days of the receipt of the duly completed bills.
- 17.3** All payments shall be made by the Accounts Units concerned based on the fault report received from the concerned MTNL officer, after deducting penalties, if any. For this purpose, MTNL shall designate nodal officers at the respective field units.
- 17.4** MTNL reserves the right to adjust any over-payment of AMC charges in any year, any time during the period of AMC.

## **18. FORCE MAJEURE:**

- 18.1** 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.

- 18.2** 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.

## **19 FAULTS: SEVERITY LEVELS, RESTORATION TIME & PENALTIES**

- 19.1** Amount of penalty per day on the basis of severity level of fault shall be as given below under succeeding para 19.4
- 19.2** A system of dispatch and receipt challans shall be worked out between MTNL and the supplier within three months of the placement of Purchase Order in order to account for the delay. Decision of MTNL as to how the system is designed shall be final.
- 19.3** The penalty shall be deducted from the quarterly bills. The maximum value of penalty for faults/card repairs etc. shall not exceed 25% of AMC amount in that year, provided reasonable AMC has been carried out.
- 19.4** If the supplier fails to restore the fault within the time limit stipulated in the AMC, and/or  
If the supplier is unable to meet the deadline for repair/replacement of faulty equipment stipulated in the AMC, Penalties as shown below shall be applicable.

<b>Severity Level</b> <b>(Delay will be counted in steps of one hour)</b>	<b>Time for fault Rectification</b>	<b>Penalty per hour of delay/Per Site/per occasion</b>
<b>Critical (A)</b> (Any fault in the equipment/ system affecting the availability of the service to more than 5% of the working subscribers on a node shall be treated as <b>Severity Level A.</b> )	Three hours of its reporting to the vendor	Rs. 1000/-
<b>Major (B)</b> (Fault at any site causing slow performance of the network as a whole or affecting the performance of other equipment in the network shall be treated as <b>Severity Level B.</b> )	Five hours of its reporting to the vendor	Rs. 500/-
<b>Moderate (C)</b> (Any fault in the equipment/ system affecting the availability of the service to less than 5% of the working subscribers on vendor	Seven hours of its reporting to the vendor	Rs. 200/-



a node shall be treated as <b>Severity Level C.)</b>		
--	--	--

Where severity level may not be defined:

Delay period	Penalty Amount (Rs.)
> 15 days < 30 days	Rs.500/- per day of delay per faulty module/card
> 30 days	Rs.1000/- per day of delay per faulty module/card

**19.5** The penalty will be applicable per site basis even if there is a commonality of fault at any point in the network causing failure full or part of service.

**19.6** Any failures affecting the availability of service to more than 20% of working subscribers in the whole network at a time, shall entitle MTNL to deduct 1% of the quarterly bill for each occasion of such failure in that quarter.

**20.** After the expiry of Annual Maintenance Contract, it shall be optional for MTNL not to enter the AMC contract further with the contractor. In such circumstances the contractor will be bound to hand over the spare parts / sub-assemblies / printed circuit boards etc to MTNL.

**21. TERMINATION OF AMC:**

If MTNL is not satisfied with the performance of the SUPPLIER during AMC, it reserves the right to terminate the AMC during its currency, after giving three months notice to the SUPPLIER and in such an event the vendor will hand over all the spares as indicated above.

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

The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. 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, in that event, such disputes or differences, whatsoever arising between the parties in respect of this Agreement/contract shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

**(a)** For this purpose the Purchaser/MTNL 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.

**(b)** 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 a panel of three Arbitrators.

- (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 the one name as an Arbitrator out of three names 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 one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party shall also 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) Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by ED Delhi /CMD, MTNL or any other officer on his behalf. In case, the office of ED Delhi/Mumbai /CMD, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of ED Delhi/CMD shall issue the appointment order.
- (f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with 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
- (g) In the event of such an Arbitrator, 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.
- (h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
- (i) The Arbitration proceedings shall be in English language.
- (j) 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 Delhi.

**22.1 ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS WITH OTHER CPSES AND GOVERNMENT DEPARTMENTS/ ORGANISATIONS.**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of this Commercial contract(s)/ agreement, between the Central Public Sector Enterprises (CPSEs)/ Port Trust Inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(CM)/FTS-1835 dated 22/05/2018”.

**23 SET OFF:**

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

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 MTNL by

.....  
.....

Signed on behalf of M/s .....  
by Sh. .... holder of General Power of Attorney  
dated .....  
executed in accordance with the Resolution No. Dated .....  
passed by Board of Directors.

In presence of :

Witness:

(1) .....  
.....

(2) .....  
.....

## Appendix-A to the CAMC

### Details of Technical support Centers

Sl. No.	Location of Technical support Center	Area/Nodes Served	Postal Address	Telephone Numbers Minimum two	Mobile Phone Number	FAX Number	E-mail Address
1		1 2 3 4 5					
2							
3							
4.							

## Appendix-B to the CAMC

### MAHANAGAR TELEPHONE NIGAM LIMITED

Fault Docket for

Name of Node :

Docket Sl. No:

File No:

Date:

From:-

Name:

(of the officer in charge /duty officer of the station)

Designation:

To,

M/s ----- ( the SUPPLIER)

Address:

(of the Technical support / Center)

1. 1. Date ----- Time----- ( of occurrence of fault)
- 1.2. Date----- Time----- (of Reporting of Fault )
2. Fault Reported to: Technical support Center ( Name of the person) on phone  
:
- 3.1 Mode of Reporting : Phone, FAX, e-mail/ ☐ ☐  
(Tick whichever is applicable)
- 3.2 Fault observed in: ☐ ☐ ☐ ☐  
☐ ☐
4. Description of fault & observation of the reporting officer:
5. Details of Services affected:
6. Percentage of Service affected:
7. Date\_\_\_\_\_ Time \_\_\_\_\_ ( of receiving the 1<sup>st</sup> assistance  
over phone from Technical support Center)
8. Details of Assistance received :  
(Note: Add additional sheet if needed.)
9. Date\_\_\_\_\_ Time \_\_\_\_\_ ( of receiving the 2<sup>nd</sup> assistance  
over phone from Technical support Center)
10. Details of assistance received:  
(Note: Add additional sheet if needed.)
11. Was the fault restored by following the instructions given over phone?  
A- YES ☐ B- NO ☐ (Tick whichever is applicable)
12. If Yes, record date & time of restoration & duration of fault :  
Date\_\_\_\_\_ Time \_\_\_\_\_( in hours & minutes)  
Duration of Fault: \_\_\_\_\_ days \_\_\_\_\_ Hours \_\_\_\_\_minutes.
13. Was the fault restored:  
A- Partially B- Fully (Tick whichever is applicable)
14. If the fault is not restored or restored only partially, give details of observation:  
(Note: Add additional sheet if needed)
15. Note date & time of giving feedback vide Sl No.14 above to the Technical  
support Center: (only in the event of partial / non restoration of faults)  
Date \_\_\_\_\_ Time \_\_\_\_\_. (in hours & minutes)
16. Date & Time of arrival of SUPPLIER's Expert at site / station of fault:

- Date \_\_\_\_\_ Time \_\_\_\_\_. (in hours & minutes)
17. Brief observation and works done by the SUPPLIER's staff / expert:  
(detailed entry to be made by SUPPLIER's staff in the station Log-Book)
18. Date & Time of complete restoration of the system:  
Date \_\_\_\_\_ Time \_\_\_\_\_. (in hours & minutes)
18. Total Duration of Fault: \_\_\_\_\_ days \_\_\_\_\_ hrs \_\_\_\_\_ minutes.
20. Remarks of Node in charge (if any):
21. Remarks of visiting engineer (of SUPPLIER), if any:

Signature :  
Name :  
Designation :  
(of MTNL staff / in charge of the station)

Note: 1. Each page of the Docket must be signed by designated officer of MTNL  
(including the additional sheets, if attached)

1. A copy of the Fault- Docket must be sent to the Technical support Center of the SUPPLIER, immediately by FAX / Post after restoration of fault.

At the time of first reporting it may not be possible to pinpoint the fault. Hence more than one box can be ticked against SI.3.2. Similarly observation of the local impact of fault may not be possible against SI.5. The duty officer shall provide observations which are immediately available.

Date on percentage of services affected shall be made available by the supplier through NOC as provided under special conditions.

## **APPENDIX – C to CAMC**

### **PROFORMA FOR HISTORY SHEET (To be submitted by the Bidder)**

## **APPENDIX – D to CAMC**

### **CAMC CHARGES**

(To be filled up as per P.O.)

\*\*\*\*\*



**Agreement With Regard To Security Requirements**

This AGREEMENT is made and entered into at New Delhi on this the [●] day of [●], YYYY

BY AND  
BETWEEN

Mahanagar Telephone Nigam Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 5<sup>th</sup> Floor, Mahanagar Doorsanchar Sadan, 9 , CGO Complex, Lodhi Road, New Delhi - 110003 (hereinafter referred to as "MTNL" , which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART;

AND

[●], a company incorporated under the Companies Act, 1956 and having its registered office at [●] (hereinafter referred to as the "Supplier" or the "Vendor", which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) of the OTHER PART.

(MTNL and the Supplier/Vendor shall be collectively called as the "Parties" and individually a "Party".)

**RECITALS**

A. The Vendor has been awarded the Tender bearing no [●]..... in MTNL Delhi and Mumbai ("Tender").

B. Pursuant to the provisions of Clause [●] of Part [●] of Section [●] of the Contract, the Parties are executing this Agreement, subject to the terms and conditions as provided hereinafter.

**NOW THEREFORE, IN CONSIDERATION OF MUTUAL REPRESENTATIONS, COVENANTS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. Definition & Interpretation**

**1.1 Definitions**

Unless the context otherwise requires, the different terms and expression used in this Agreement shall have the meaning assigned to them for the purpose of this Agreement:

**“Access”** shall mean the interconnection with MTNL Systems or access to or use of MTNL Information stored on MTNL Systems through interconnection with MTNL Systems or access to or use of MTNL Information stored on Vendor Systems.

**“Applicable Laws”** shall mean any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Governmental Authority as interpreted and administered including any modifications or amendments thereto.

**“Authorised”** shall refer to the approval by MTNL of the Access as part of the authorization process and the Vendor Security Contact has a record of this authorization. The term “Authorization” shall be construed accordingly.

**“Contract”** means Purchase Order or PO or the order placed by the purchaser on the supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.

**“Commencement Date”** shall mean the date when the Agreement is executed

**“Contract Personnel”** means dedicated resources of the Vendor in terms of employees, subcontractors including employees of sub-contractors and agents including agent’s sub-contractors and their employees engaged for the purpose of this Agreement.

**“End Date”** shall have the meaning assigned to it in Clause 16.1.

**“Escrow Information”** shall have the meaning assigned to it in Clause 7.11 (a).

**“Governmental Authority”** shall mean any governmental authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making body/ entity having or purporting to have jurisdiction on behalf of the Republic of India or any other government having or purporting to have jurisdiction over a Party, or any state or other subdivision thereof or any municipality, district or other subdivision thereof including, without limitation, the Chairman, Department of Telecommunications, Ministry of Communications, Government of India and/or any other telecom regulatory authority, including Telecom Engineering Center, having competent jurisdiction; and/or Chairman, Telecom Regulatory Authority of India, and includes any officer empowered by them to perform all or any of the functions of such a governmental authority.

**“Information”** shall mean technical, financial and commercial information and data relating to Party’s respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms.

**“Licensor”** shall mean the Department of Telecommunications, Ministry of Communications & IT, Government of India.

**“Personal Data”** shall comprise of customer details and Call Detail Records (CDR).

**“Sensitive Information”** shall mean any MTNL Information marked as classified as per MTNL’s data classification policy or deemed business critical. This also includes any other data, or element of information, notified as such by the Government (e.g. IT Act 2000).

**“Security Standards”** shall mean all the relevant contemporary standards associated with national and international security standard related to IT & Telecom equipment hardware and software and those related to information & communication security, including but without limitation to ISO 27000 series, ISO/ IEC15408, 3GPP, 3GPP2, WiMAX etc. and as evolved from time to time.

**“Subcontractor”** shall mean any person, partnership or corporation with whom the Vendor places a contract and/or an order for the supply of any equipment, item, service or for any work in relation to the purpose of this Agreement. The term "Subcontract" shall be construed accordingly.

**“Supplies”** shall mean all components, materials, plant, tools, test equipment, documentation, hardware firmware, software, spares parts, services and all the things & items to be provided to MTNL pursuant to the Agreement together with all Information and work the Agreement requires to be supplied or performed for MTNL.

**“Term”** shall mean the term of this Agreement starting from the Commencement Date upto the End Date.

**“MTNL”** shall mean Mahanagar Telephone Nigam Limited who has been issued the CMTS license under section 4 of Indian Telegraph Act 1885 by the Licensor, Government of India.

**“MTNL Group Security”** shall mean the security organization based within the MTNL.

**“MTNL Information”** shall mean all data including data, text, image, sound, voice, codes, circuit diagrams, core & applications software and database, intellectual property as well as personal, public, operational and services data in MTNLs custody which is received by and/or which are supplied/ shared with Vendor for the purpose of this Agreement or are obtained by the Vendor on behalf of MTNL.

**“MTNL Items”** shall mean all items provided by MTNL to the Vendor and all items held by the Vendor which belong to MTNL.

**“MTNL Regulatory Contact”** shall mean in-charge of MTNL Regulatory operations or such other person whose details shall be notified by MTNL to the Vendor from time to time.

**“MTNL Security Contact”** shall mean in-charge of MTNL security operations centre or such other person whose details shall be notified by MTNL to the Vendor from time to time.

**“MTNL Systems”** shall mean any MTNL computer, application, databases, network infrastructure, network elements and appliances, core and applications software or such other systems as may be agreed in writing from time to time between MTNL and the Vendor.

**“Vendor”** shall mean the vendor who supplies equipment, software to the MTNL for the purpose of installation, testing, commissioning of the MTNL's networks under the Contract.

**“Vendor Security Contact”** shall mean such person whose details shall be notified by the Vendor to MTNL from time to time for such purpose.

**“Vendor Regulatory Contact”** shall mean such person whose details shall be notified by the Vendor to MTNL from time to time for such purpose.

**“Vendor Systems”** shall mean any Vendor owned computer hardware or software, application database or network elements / appliance or such other systems as may be agreed in writing from time to time by MTNL and the Vendor, which are used by the Vendor to comply with its obligations under the Contract.

## **1.2 Interpretation**

Unless otherwise stated or unless the context otherwise requires, in this Agreement:

- (a) the headings, whether of Clauses or other parts of the Agreement, are for ease of reference only and shall not be relevant to interpretation;
- (b) the references to the Recitals, Clauses, Schedules and Annexures shall be references to the recitals, clauses, schedules and annexures of this Agreement;
- (c) words importing the singular shall include plural and vice versa;
- (d) words denoting any gender shall include all genders;
- (e) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- (f) references to statutes or statutory provisions include references to any orders, or regulations made there under and references to any statute, provision, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date thereof.

## **2. Scope**

This Agreement sets out the provisions under which the Vendor will be able to supply equipments and services and be granted Access to MTNL Systems, network, equipments, data and facilities and MTNL Information including Sensitive Information for the purpose of .....  
..... in MTNL Delhi and Mumbai as per the Contract.

## **3. International Security Standard Certification**

The Vendor shall have contemporary relevant Security standard certification and shall comply with the provisions of security standards certification with respect to Telecom & IT equipment hardware and software and those related to information & communication security management, such as ISO 15408 standards as applicable to IT and IT related products, ISO 27001 for Information Security Management System, standards used by other relevant standard formulation bodies for Telecom equipment like 3GPP, 3GPP2, ITU standard etc or equivalent acceptable international standards or certification. Based on the requisite testing to be conducted at their labs, Vendors will certify their own equipments as required under this clause. IT related elements in the telecom networks of the concerned OEMs, which are already ISO 15408 certified will be accepted as

certified. Vendor will submit a relevant Self certificate based on test reports in this regard.

#### **4. Security Requirements:**

The Vendor shall comply with following security policies:

##### **4.1 General**

- 4.1.1** The Vendor shall be authorized to access only MTNL Systems and Information in accordance with the provisions of this Agreement and only during the Term of this Agreement.
- 4.1.2** The Vendor shall identify to the MTNL, details of Vendor Security Contact at the Commencement Date who will act as a single point of contact for MTNL, such as a senior manager or CIO responsible for security, for any security issues. This responsibility shall be detailed within his/her job description. It is clarified that the Vendor Security Contact shall be a security cleared Indian national. The security clearance for the Vendor Security Contract will be applied, within one month of date of submission of necessary document by the vendor to MTNL.
- 4.1.3** As part of the Authorisation process, details of Vendor's Contract Personnel that need Access will be requested by MTNL. The Vendor Security Contact shall at all times ensure that only Contract Personnel who have a need to Access in order to fulfill the purpose of this Agreement are Authorised. This Authorization and any changes in the Contract Personnel would be notified by the Vendor for the information and for the approval (wherever applicable) of the MTNL.
- 4.1.4** Pursuant to Clause 4.1.3 above, the Vendor acknowledges that only the Contract Personnel having requisite training, (i.e. the Contract Personnel should have requisite training and self certification in this regard to be provided by the Vendor] , are Authorized to access the MTNL System.
- 4.1.5** The Vendor shall have a well defined Information Security policy compliant with ISO/IEC 27001:2005 or have equivalent standards.
- 4.1.6** The Vendor shall ensure that they have information security organization in place to implement the provisions of MTNL's information security policies. The Information Security responsibilities of all Vendor employees working for MTNL shall be defined and communicated.
- 4.1.7** The Vendor shall establish and maintain contacts with special interest groups to ensure that the understanding of the information security environment is current, including updates on security advisories, vulnerabilities and patches.
- 4.1.8** The Vendor, may conduct a Risk Analysis and ensure that all risks due to its own and subcontractors' operations with MTNL are identified, measured and mitigated as per the MTNLs requirements. The Risk Assessment report may be required to be shared with the Chief Security officer/CISO of MTNL.

##### **4.2 Physical Security**

- 4.2.1** All Contract Personnel including sub contractors and their employees, agents and their employees of the Vendor working on MTNL

premises shall be in possession of a MTNL Identification or Electronic Access Control ("MTNL ID/EAC") card. This card is to be used as a means of identity verification on MTNL premises at all times and as such the photographic image displayed on the MTNL ID/EAC card must be clear and be a true likeness of the Contract Personnel. If the MTNL has any advanced identity verification systems the same would also apply. MTNL and Vendor will mutually agree to re-define such verification measures from time to time.

- 4.2.2** All Contract Personnel including sub contractors and their employees, agents and their employees of the Vendor accessing premises (sites, buildings or internal areas) , where MTNL Information is stored or processed, shall be in possession of an Identification or Electronic Access Control ("ID/EAC") card. This card is to be used as a means of identity verification on these premises at all times and as such the photographic image displayed on the ID/EAC card must be clear and be a true likeness of the Contract Personnel or the Subcontractor or the Vendor's employees, subcontractors and agents. If the MTNL has any advanced identity verification systems the same would also apply. MTNL and Vendor will mutually agree to re-define such verification measures from time to time.
- 4.2.3** The Vendor shall not (and, where relevant, shall require that any Contract Personnel shall not) without the prior written Authorisation of the MTNL Security Contact connect any equipment, device or software to any MTNL System and where it is not intended to be connected at a point in the MTNL system.
- 4.2.4** The Vendor shall be able to demonstrate that it has put proper procedures in place to deal with security threats directed against MTNL whilst safeguarding MTNL Information.
- 4.2.5** The Vendor and/or its Contract Personnel shall not access MTNL's electronic systems without first obtaining the written consent of the MTNL Security Contact.
- 4.2.6** The Vendor's Access to sites, buildings or internal areas where MTNL Information is stored or processed, shall be as Authorised and the Vendor and all its Authorised personnel shall adhere to robust processes and procedures as mutually agreed upon to ensure compliance.
- 4.2.7** The Vendor shall not conduct recording, photography or videography at MTNL premises that captures any MTNL Information, without prior authorization from the MTNL Security Contact.
- 4.2.8** If already available at the MTNL Premises, CCTV security systems and their associated recording medium shall be used by the MTNL/Vendor either in response to security incidents, as a security surveillance tool, as a deterrent or as an aid to the possible apprehension of individuals caught in the act of committing a crime. As such, these systems shall be Authorised by appropriate MTNL Security Contact when used by Vendor.
- 4.2.9** The Vendor shall maintain a controlled record of all assigned MTNL physical assets and assigned MTNL Items to them.
- 4.2.10** The local area surrounding the Vendor's facilities at MTNLs premises over which Vendor has authorized control shall be physically inspected for security risks and threats by the Vendor in case of any abnormal activity / incident found / observed shall report the same to MTNL.
- 4.2.11** The Vendor shall disable the Access immediately if any Contract Personnel no longer require Access or has changed roles for any

reason whatsoever or whose integrity is suspected or considered doubtful or as may be notified by MTNL in accordance with clause 4.3.1.

#### **4.3 Logical Security**

- 4.3.1** The Vendor shall notify MTNL immediately if any Contract Personnel no longer requires Access or changes role for any reason whatsoever thus enabling MTNL to disable or modify the Access rights.
- 4.3.2** The Parties shall, implement agreed security measures across all supplied components and materials including software & data to ensure safeguard and confidentiality, availability and integrity of MTNL Systems and MTNL Information, Parties shall prepare documentation in relation to the implementation of logical security and shall ensure that it has such security as:
  - (a)** prevents unauthorised individuals e.g. hackers from gaining Access to MTNL Systems; and
  - (b)** reduces the risk of misuse of MTNL Systems or MTNL information, which could potentially cause loss of revenue or service (and its Quality) or reputation, breach of security by those individuals who are authorized to Access it; and
  - (c)** detects any security breaches that do occur enabling quick rectification of any problems that result and identification of the individuals who obtained Access and determination of how they obtained it.

#### **4.4 Information Security**

- 4.4.1** The Vendor shall not use MTNL Information for any purpose other than for the purposes for which they were provided to the Vendor by MTNL and only to the extent necessary to enable the Vendor to perform as per this Agreement .
- 4.4.2** The Vendor shall ensure that all information security requirements in this Agreement are communicated including in writing to all Contract Personnel in relation to their role.
- 4.4.3** The Vendor shall ensure procedures and controls are in place to protect the exchange of information through the use of emails, voice, facsimile and video communications facilities.

#### **4.5 Contract Personnel Security**

- 4.5.1** The Vendor shall ensure that the MTNL Information provided under this Agreement is used only to the extent necessary to enable the Vendor to perform its obligations as per the terms of this Agreement. All Contract Personnel shall sign a confidentiality agreement either as part of their initial terms and conditions of employment or when they start working in MTNL buildings or on MTNL Systems and MTNL Information. These confidentiality agreements shall be retained by the Vendor and shall be made accessible to MTNL, if required.
- 4.5.2** The Vendor shall deal with breaches of security policies and procedures, including interfering with or otherwise compromising security measures, through a formal disciplinary process.

- 4.5.3 The Vendor shall provide a 'whistleblower' facility, available to all staff, with all MTNL related issues reported back to the MTNL Security Contact to the extent permissible by the law in a location in India where the Vendor is providing the services. . For the avoidance of doubt, this facility shall be used by the Contract Personnel if MTNL's employee, agent or contractor instructs Contract Personnel to act in an inconsistent manner in violation of the Agreement.
- 4.5.4 The Vendor shall ensure that in respect to any Contract Personnel assigned to this Agreement, it shall carry out recruitment checks in accordance with its policies.
- 4.5.5 The Vendor shall ensure that all Contract Personnel maintain a clear-desk and a clearscreen policy to protect MTNL Information, as per its internal policy.
- 4.5.6 The Vendor shall ensure that an auditable process is developed for the ongoing control and management of Contract Personnel access profiles.
- 4.5.7 The Vendor shall, and shall procure that if a Contract Personnel's job or role has been changed or terminated, such Contract Personnel shall securely destroy any MTNL Information received in a recorded form from MTNL (or has recorded received MTNL Information) in accordance with its internal policy. Vendor may retain one copy of such information for archival policy provided it does so in a secure manner.
- 4.5.8 The vendor may perform the above activities as per its internal policy, which shall be shared with MTNL from time to time.

#### **4.6 Additional Security Policies**

- 4.6.1 The Vendor shall have documented operating procedures to discharge the security requirements detailed within this Agreement and provide MTNL with access to such documentation in accordance with "Access to Vendor systems" as stipulated in this Agreement.
- 4.6.2 The Vendor shall implement a controlled exit procedure in respect of the individual Contract Personnel to ensure the return of any MTNL assets or MTNL Items or MTNL Information in the possession of the individual when any of the Contract Personnel who have Access, leave the employment of the Vendor or are no longer engaged for the purpose of this Agreement. Such controlled exit procedure shall include a written communication by the Vendor Security Contact to MTNL Security Contact of this removal.
- 4.6.3 The Vendor shall inform the MTNL Security Contact immediately upon its becoming aware of any actual or suspected unauthorised Access or misuse of MTNL Systems or MTNL Information or breach of any of the Vendor's obligations under this Agreement.
- 4.6.4 The Vendor shall maintain integrity of the software build including upgrades, operating systems and applications from factory to desk. The Vendor shall demonstrate that the software build (both proprietary and off-the-shelf) delivered to MTNL is the same as the software build agreed with MTNL. The software as provided by Vendor should not have any known viruses or malware which could hamper security including any unauthorized leakage of MTNL Information including Sensitive Information.



- 4.6.5 Any change of location by the Contract Personnel or Vendors support centers shall be notified to MTNL.
- 4.6.6 Where Vendor uses subcontractors, MTNL may require that the associated security risks are clearly identified and assessed by MTNL Group Security or the appropriate MTNL line of business security team. This will ensure that any unacceptable security risks are identified and addressed. This in anyway shall not reduce the Vendor from being responsible to MTNL for its obligations to be performed under this Agreement relating to security.
- 4.6.7 Where Vendor uses subcontractors, formal contracts containing all necessary security requirements shall be put in place between the Vendor and its subcontractor before the Subcontractor or its personnel can access MTNL Systems and MTNL Information or occupy space in MTNL's buildings or space in the Vendor's building that is used to access, hold or process MTNL Information.
- 4.6.8 MTNL may update from time to time, security related policies, guidelines, standards and requirements. MTNL will incorporate such updates by reference which shall be notified in writing by MTNL to the Vendor promptly. If the Vendor has an issue with such updates, the Vendor shall promptly detail its concerns to MTNL in writing.
- 4.6.9 The Vendor shall record and maintain detailed information of all Contract Personnel who are authorized to Access MTNL Systems or MTNL Information.

## **5. Access to MTNL Systems**

- 5.1 Subject to the provisions of this Agreement, the MTNL allows (so far as it can and is able to do so) the Vendor, to have Access solely for the purpose as contemplated herein during the Term of this Agreement.
- 5.2 In relation to Access, the Vendor shall (and, where relevant, shall require that all Contract Personnel shall):
  - a) ensure each individual Contract Personnel has a unique user identification and password known only to such user for his/her sole use.
  - b) ensure Contract Personnel never share user identification, passwords or security tokens.
  - c) promptly provide to MTNL such agreed reports as MTNL shall from time to time require concerning the Vendor's use and security of Access and any related matters to Access.
  - d) ensure onward bridging or linking to MTNL Systems is prevented unless authorised by MTNL.
  - e) use all reasonable endeavors to ensure no viruses or malicious code like malware, spyware, key logger, bots (as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromise of MTNL Systems or MTNL Information, while meeting out the obligations under the Contract.
  - f) use reasonable endeavours to ensure that personal files which contain information, data or media with no relevance to the purpose, are not stored on MTNL building servers or MTNL centralised storage facilities or MTNL Systems.
- 5.3 If MTNL has provided the Vendor with Access to the Internet/Intranet, the Vendor shall, and shall ensure that the Contract Personnel, access the

Internet/Intranet appropriately. It is the Vendor's responsibility to ensure that practical guidance on internet and email abuse (as amended) is communicated to the Contract Personnel from time to time.

- 5.4 The Vendor shall ensure that all Contract Personnel, subject to the Clauses headed "Regulatory Matters" and "Confidentiality" comply with classifying and handling of Information.
- 5.5 Any security software procured by the Vendor shall be used by the Vendor without modification, unless there is an essential need to do so, in which case appropriate controls shall be applied and the agreement of MTNL Group Security sought.

## **6. Access to Vendor Systems**

- 6.1 If Contract Personnel is granted Access to Vendor Systems having bearing on MTNL data, information or network, the Vendor shall:
  - a) ensure each individual has a unique user identification and password known only to such individual for his/her sole use.
  - b) promptly provide to MTNL such agreed reports as MTNL shall from time to time require, concerning the Vendor's use and security of access to Vendor Systems.
  - c) allow Access required only to enable the Contract Personnel perform their duties.
  - d) allow Access using a secure login process.
  - e) establish and implement formal procedures to control the allocation and de- allocation of Access rights.
  - f) ensure that the allocation and use of enhanced privileges and access to sensitive tools and facilities in Vendor Systems are controlled and limited to only those users who have a business need.
  - g) ensure that the allocation of user passwords to Vendor Systems that hold or access MTNL Information is controlled through a formal auditable management process.
  - h) provide processes to demonstrate that remote and home working activities are only permitted subject to appropriate security controls within the Vendor's organisation including but not limited to remote Access by users being subject to strong authentication.
  - i) demonstrate that users follow security best practice in the management of their passwords.
  - j) implement a password management system which provides a secure and effective interactive facility that ensures quality passwords.
  - k) ensure that user sessions are terminated after a defined period of inactivity.
  - l) ensure that audit logs are generated to record user activity and security-relevant events and securely managed and retained with nil ability on the part of the Vendor to allow any un-authorised access or amendment to the audit logs. Such audit logs must be maintained for future reference for a period of at least one year.
  - m) ensure that monitoring of audit and event logs and analysis reports for anomalous behaviour and/or attempted unauthorised access are performed by Vendor's staff independent of those users being monitored.
  - n) make available audit logs where required by MTNL for review.
  - o) ensure all systems holding, processing or accessing MTNL Information shall be hardened as per industry standards .

- p) ensure that to the extent possible, development, test and live environments are segregated from each other and the other work areas in Vendor buildings.
  - q) implement reasonable controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
  - r) ensure that Vendor has in relation to all Vendor Systems formal security incident management procedures with defined responsibilities.
  - s) ensure that any unauthorised software is identified and removed from Vendor Systems holding, processing or accessing MTNL Information.
  - t) ensure that Access to diagnostic and management ports as well as diagnostic tools are securely controlled to MTNL's reasonable satisfaction.
  - u) ensure that Access to Vendor's audit tools shall be restricted to Relevant Contract Personnel and their use is monitored.
  - v) Ensure that data gathered after running audit tool is properly protected.
  - w) perform enhanced independent code reviews (including penetration testing) on all Vendor Systems, as a part of the Vendor's security development lifecycle (SDL).
- 6.2** The devices which use proprietary encryption technique should not be used for holding MTNL information.
- 6.3** To the extent the servers are used to fulfill the purpose of this Agreement, Vendor's servers shall not be deployed on un-trusted networks without appropriate security controls.
- 6.4** Changes to individual Vendor Systems shall be controlled and subject to formal change control procedures. All documentation relating to Vendor Systems shall be protected from unauthorized Access or amendment.
- 6.5** Security procedures and controls shall be used to secure equipment holding, accessing or processing MTNL Information in Vendor Systems.

## **7. Conditions for Equipment Vendors**

### **7.1 Conformance to Security Standards and Policies**

The Vendor shall ensure and certify that the supplied equipment has been subjected to penetration testing and all addressable vulnerabilities have been mitigated and the equipment is 'Safe to Connect' in the Telecom Network as per the latest standards and recommendations on the subject from ITU/ISO/IETF/IEC etc. This applies to all telecom network elements and IT equipment used in the network.

The Vendor shall also ensure that the equipment supplied has all the contemporary security related features, facilities, hardware, software etc for the purpose of Interception, Monitoring, Analysis etc for use by the law enforcement agencies and provide complete information to enable these features and facilities before the supply of the equipment or the procedure of enabling these, if these are to be enabled after the commissioning of the network. The Vendor shall also submit a test report on these features and facilities and also a certificate that all contemporary features and facilities of this category exist in the equipment supplied.

Vendors will be allowed to certify their own equipments based on the testing at the labs which are capable of such testings. IT related elements in the telecom networks which are already ISO 15408 certified will be accepted as certified. Vendor can submit a relevant Self certificate based on test reports in this regard.

## **7.2 Equipments Configuration Guide**

Two sets of equipment configuration guide should be supplied which detail the configuration required to meet the policies and standards at least in respect of following:

Network Element security policies:

- Generic OS
- Technical Standard for Switches and Routers
- Management Standard for Switches and Routers

## **7.3 Reports**

A report on the susceptibility to the attacks on mobile networks shall be provided by the Vendor to the MTNL in the following manner:

- (a) Mobile Network like GSM equipment and its network are susceptible to several attacks. A few of the known attacks with their description are given in Appendix II. The Vendor will ensure that whatever mitigation was possible as per the current available technologies, techniques, configuration have already been used and adopted by them before the supply of the equipment.

## **7.4 Security from Malware**

There are no known cases of malware disrupting telecom services, yet. However, malware can cause information leaks and can result in the leak of private user information. However, some viruses, worms and Trojans can infect devices and spread malware via text messages or Bluetooth connectivity. This network-based service will also block Denial of Service attacks and restrict network traffic based on source, destination, IP ports and applications. It will also allow enterprise IT managers to lock and/or delete data on lost or stolen devices. The connectivity could affect platforms if adequate firewalls, IDPs are not strong. Therefore Vendors would provide adequate firewall and IDPs with the supply of equipment.

## **7.5 Cryptography Related Security Issues:**

Vendors will take suitable measures to deal with cryptography related vulnerabilities and submit a report of the measures along with a relevant certificate(s) that they have taken adequate measures to deal with these vulnerabilities.

- i. Attacks on COMP-128 algorithm
- ii. Compromised cipher key
- iii. Key recovery allowing SIM cloning
- iv. Hijacking outgoing calls in networks with encryption disabled
- v. Hijacking outgoing calls in networks with encryption enabled
- vi. Hijacking incoming calls in networks with encryption disabled

- vii. Hijacking incoming calls in networks with encryption enabled
- viii. Suppressing encryption between the target user and the intruder
- ix. Suppressing encryption between target user and the true network

## **7.6 Data Flow Attacks**

Many sophisticated attacks disguise themselves in data flows across sessions and ports—the more traffic there is, the harder it is to identify the threats. Vendors may ensure that they are aware of this and submit compliance on the same.

## **7.7 Additional Interfaces**

Many of the problems in the data intensive infrastructure may come to increased number of interfaces additionally for data than those were present for voice only initial 2G systems, hence, the Vendors must give special attention to interfaces and their related vulnerability. Such Vendors may ensure that they provide additional notes that they have taken care of the same and the test mechanism and methodology adopted by them with adequate evidence. Some of these interfaces are listed below:

Gi: Exposed to Internet and corporate networks

Gp: Primary interconnection pt. between operator's n/w and un-trusted external networks

Gc: Allows access (via HLR) to key user info. from remote network during roaming  
Vulnerable Interfaces

Gi: Exposed to all threats from Internet: viruses, DoS, and malicious network traffic

Gp: Connection hijacking, overbilling from a roaming network during handover

Gn: Not encrypted by default

## **7.8 Security against Remote Access**

The Vendor shall submit a written undertaking to the MTNL clearly identifying all known means of remote control/ remote access/remote command and control in the supplied equipment as well as suitable mitigation means to close such access mechanisms.

## **7.9 Software and Hardware Design Surety:** Vendor may choose one of the following Options for Software and Hardware Design Surety

### **7.9.1 Option 1:**

- (a) The Vendor shall at MTNL's request enter into an escrow deposit arrangement in respect of all Information and documentation in relation to Supplies in respect of Hardware, executable Software/source

code/gold build etc, High Level Designs (HLD), Detail Design Documents (DDD), listings and programmer's notes) ("the Escrow Information") as would enable MTNL to complete any outstanding obligations of the Vendor under this Agreement, including, without limitation, obligations that would have existed (including the requirement to fulfill any orders that MTNL would have otherwise placed under this Agreement) had this Agreement not been terminated by MTNL before the expiry of its Term.

- (b) Without affecting any other rights it may have, MTNL shall have the right, free of charge, to use the Escrow Information, after its release, in order to use or maintain (including to upgrade) the software, to modify or have modified the software, and to authorize such modified software to or have it maintained by third parties, in case Vendor refuses to do so as per the Agreement.
- (c) The Vendor shall ensure that the Escrow Information deposited in accordance with Clause 7.11 (a) is and will be maintained as sufficient to allow a reasonably skilled programmer or analyst to maintain, modify and correct the hardware and software without the help of any other person or reference, and the Vendor further undertakes to keep the Escrow Information fully upto-date throughout the Term.
- (d) On the occurrence of any event permitting the release of the Escrow Information, the Vendor shall immediately provide, at its cost and expense, to MTNL for a reasonable period, such advice, support assistance, data, information, access to Vendor's personnel or any key personnel of legal owner of the [Hardware and/or] Software for the purpose of understanding, maintaining (including upgrading), modifying and correcting any of the Hardware and/or Software. The softwares and codes written only in English language shall be acceptable. The code/softwares shall be proven to be operational and correct version and to be certified that it does not have self-destructing programmes. This may be ensured by using the same at least once for loading the system initially before being deposited.

#### **7.9.2 Alternative to option 1 is Option 2 as below:**

- (i) Gold software copy or the Executable copy of the software at the discretion of vendor.
- (ii) Dumb hardware can be loaded with software by the MTNL or under the supervision of MTNL from Gold software copy or from the executable copy after checking that hardware is free from any software and ensuring that there are no harmful malware into the hardware. Alternatively, vendors will submit a certificate to MTNL that the supplied hardware is free from harmful malware based on the above test.
- (iii) Upgradation of software for a period of as agreed in the Contract.
- (iv) Design of network (network diagram of Vendor Implemented equipment under the Contract) in digital form and/ or in hard copy

## **7.10 Penalty**

In the event that the Vendor is unable to comply with its obligations under this Agreement, as a result of which the Licensor imposes any sanction on the MTNL, which results in any financial and other liabilities on the MTNL, the Vendor shall be liable to make good such loss. In addition to the above, in case of any inadequate measures, act of intentional omissions, deliberate vulnerability left into the equipment or in case of deliberate attempt for a security breach by the Vendor, the Licensor may at its discretion blacklist the Vendor from entering into any supply deals with any Indian telecom operators. The MTNL shall give the vendor the opportunity to defend any claim prior to imposing any penalty or blacklisting the vendor on account of security breach being attributable to it.

## **7.11 Inspection**

The Vendor must allow the MTNL, Licensor/DoT and/or its designated agencies to inspect the hardware, software, design, development, manufacturing facility and supply chain and subject all software to a security/threat check at the time of procurement of equipment and upto two more times every year until the supplies under the Contract have been completed, at the sole discretion of the MTNL. All the documents should be in English and handed over to the visiting team of the MTNL at least 4 weeks ahead of the visit.

## **7.12 Language of Supplies**

All the software codes, firmware, operating system, hardware details should be in English only.

## **8. Data Protection**

- 8.1** The Parties acknowledge that, in respect of all Personal Data and processed by the Vendor for the purpose of the provision of supplies under the Contract, MTNL alone as data controller shall determine the purposes for which and the manner in which such Personal Data will be processed by the Vendor.
- 8.2** Other than at MTNL's request, or where required by law to provide the supplies, the Vendor shall not disclose or allow access to any Personal Data other than, subject to Clause 8.4(f) to a person placed by the Vendor under the same obligations as contained in this clause who is employed or engaged by the Vendor or within the control of the Vendor in the performance of the Agreement.
- 8.3** The Vendor shall not use Personal Data for any purpose other than the provision of the supplies and shall return any Personal Data to MTNL immediately upon request at any time providing such return does not prevent the Vendor from fulfilling its obligations under this Agreement and the Contract. The Vendor shall retain Personal Data no longer than is necessary for the provision of the supplies, in accordance with the relevant Applicable Law and such instructions as MTNL may provide from time to time. Upon expiry or termination of this Agreement for whatever

reason, the Vendor shall immediately return to MTNL all Personal Data and certify that no copies have been made or retained by the Vendor or any third party acting on its behalf.

**8.4** The Vendor shall:

- (a)** process Personal Data only on the instructions of MTNL and to the extent necessary for the performance of this Agreement;
- (b)** not modify, amend or alter the contents of the Personal Data except as required or permitted by this Agreement or with MTNL's prior written consent;
- (c)** implement the appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing, which measures are set out in more detail in Clause 4 and provide to MTNL with a written description of the measures taken when requested by MTNL;
- (d)** comply with all relevant provisions of any MTNL codes of practice notified to the Vendor from time to time and the Applicable Law ,
- (e)** keep all personal data secure and confidential, act only on MTNL's instructions with respect to it, and comply with such further reasonable requirements from time to time of MTNL for the security of it;
- (f)** ensure that, of the Vendor's staff, only those of the Contract Personnel who need to have access to the Personal Data are granted access to the Personal Data only for the purposes of the performance of this Agreement and the Contract Personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 8;
- (g)** notify MTNL forthwith, and in any event, no later than 12 hours from the time it comes to the Vendor's attention, that Personal Data transferred by MTNL to the Vendor has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing; and
- (h)** notify MTNL in the event that it receives a request or notice from any person subject to having access to that person's Personal Data held by it and will provide MTNL with full co-operation and assistance in relation to any complaint or request including providing MTNL with any relevant Personal Data it holds within the timescales provided by the request or notice or as otherwise required by MTNL.

**8.5** In respect of transfer of Personal Data the following conditions shall apply:

- (a)** obtain MTNL's prior written consent before transferring Personal Data to any Subcontractors in connection with the provision of the supplies;
- (b)** prior to any transfer of personal data, enter into or procure that any Subcontractor delivering the supplies will enter into contracts for the transfer of Personal Data. In respect of Personal Data transferred by MTNL to the Vendor or acquired by the Vendor from MTNL's systems to a country outside of India shall be on the basis of Applicable Laws , or such other data protection



model contract terms as may be agreed between the Parties from time to time, except where the relevant Applicable Laws provides for a derogation from this requirement.

- 8.6** Any breach of this Clause 8 by the Vendor shall be deemed to be a material breach of the Agreement and the Vendor shall indemnify MTNL from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by MTNL which arise as a result of such breach.
- 8.7** The Vendor shall, upon MTNL giving reasonable notice, allow MTNL or its nominated representatives such access to its premises, Information and records and those of its agents subsidiaries and sub contractors, as may be reasonably required by MTNL from time to time to assess the Vendor's and/or Contract Personnel's compliance with this Clause 8.

## **9. Regulatory Matters**

### **9.1 The Vendor shall**

- (a) comply with all regulatory matters under Applicable Laws including, without limitation, any actions that MTNL may require in connection with any regulatory matter, that are notified to the Vendor Regulatory Contact from time to time by the MTNL Regulatory Contact in so far as they relate to the performance by the Vendor under the Agreement. within 14 days of the Commencement Date, ensure that the Vendor Regulatory Contact contacts the MTNL Regulatory Contact to establish the nature and extent of communication between them, to assist them in meeting all regulatory requirement relevant to the Contract, as set by the Licensor or any Governmental Authority or any other person nominated by Licensor
- (b) ensure that the Vendor and its Contract Personnel have undergone the proper and adequate training for the purpose of performing its obligations under this Agreement and promptly provide such information to MTNL as shall be necessary for MTNL to respond fully and to the timescale required to any request or requirement for information from any Governmental Authority , to the extent that such information relates to the performance of the obligations by the Vendor under the Agreement.

## **10. Confidentiality**

- 10.1** In this Clause, "MTNL Information" which MTNL from time to time identifies to the Vendor as being commercially confidential, or is by its nature commercially confidential or defined by MTNL as confidential, or confidential as per the Applicable Law. The term "Information" shall mean and include all or any communication(s), Information(s) or data disclosed, whether written, visual or oral and other material supplied to or obtained by the Party ("Recipient") from the other Party ("Disclosing Party") during the course of the Agreement.
- 10.2** Except with MTNL's consent, the Vendor shall not disclose MTNL Information to any MTNL employee, not authorized to receive such information
- 10.3** Subject to the Clause 11, either Party receiving Information from the other shall not without the other's prior written consent use such Information except for Contract purposes or disclose such Information

to any person other than MTNL's employees, agents and contractors or Contract Personnel who have a need to know and who are bound by equivalent obligations of confidentiality. Any breach of such obligations by Contract Personnel or MTNL's employees, agents or contractors (as the case may be) shall be deemed to be a breach by the Vendor or MTNL respectively.

- 10.4** Clause 10.2 and Clause 10.3 shall not apply to Information that is:
- (e) published except by a breach of the Contract; or
  - (f) lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
  - (g) lawfully disclosed to the Recipient by a Vendor without any obligations of confidentiality; or
  - (h) replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Information.
- 10.5** Each Party shall not publicize this Agreement without other Party's prior written consent and shall ensure that any subcontractor is bound by similar confidentiality terms to those in this clause.
- 10.6** Either Party that has during the course of this Agreement received confidential Information in a recorded form from the other (or has recorded received confidential Information) shall return or such destroy in a complete irrecoverable mode (at the option of the disclosing party) records upon:
- (a) expiry or termination of this Agreement; or
  - (b) upon earlier request unless such records are part of the supplies.
- 10.7** This clause shall survive termination / expiry of this Agreement.
- 10.8** The obligations of confidentiality shall also be governed by the Non-Disclosure Agreement dated [●] ("NDA"), entered into between the MTNL and the Vendor. In the event of any conflict between this Clause 10 and the NDA, the provisions of the NDA shall be applicable.

## **11. Intellectual Property**

- 11.1** Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.
- 11.2** The Vendor agrees that it shall defend, at its own expense, all proceedings, suits and claims against and/or affecting the MTNL or any of their officers, directors or employees ("Indemnitees") with respect to infringement, breach or violation of any patent, trademark, copyright, trade secret, mark or other intellectual property rights of any third party in the course of performance of its obligations under this Agreement. The Vendor agrees that it shall indemnify the Indemnitees for all sums, costs, expenses and liabilities including, without limitation, all reasonable attorneys' fees and other costs, incurred by Indemnitees in connection with or otherwise arising out of any such proceeding, suit or claim.

If in any such suit so defended, all or any part of the equipment or any component thereof or the use thereof is held to constitute an infringement or violation of third party intellectual property rights and its use is enjoined, or if in respect of any claim of infringement or violation the Vendor deems it advisable to do so, the Vendor shall at its sole cost and expense take one or more of the following actions: (a) procure the right to continue the use of the same without interruption for the MTNL; or (b) replace the same with non-infringing Equipment that meets the technical specifications stipulated under the Contract; or (c) modify the said equipment or any component thereof so as to be non-infringing; provided, that (i) the equipment or any component thereof as modified complies with all of the technical specifications as stipulated under the Contract; and (ii) Vendor shall fully indemnify the MTNL for any costs associated with any such action.

## **12. Security Review**

The Vendor shall:

- (a) give to (or procure the giving to) MTNL (or any person authorised by MTNL) such access at all reasonable times to the Vendor's and any Subcontractor's records and premises related to this Agreement as MTNL may require from time to time to assess the Vendor's compliance of these policies in this Agreement;
- (b) such assessments may include assessments of all elements of physical and logical audits, penetration testing of the Vendor's Systems. The Vendor shall facilitate this assessment by permitting MTNL to collect, retain and analyse information to identify potential security risks including trace files, statistics, network addresses and the actual information or screens accessed or transferred; and
- (c) provide such reports to MTNL and attend such meetings as may be reasonably required by MTNL.

## **13. Network Audit, Test and Certification:**

The process of networks audit and certification should be performed by the test and certification agencies to include following activities and Vendor shall extend necessary support for the same::

- (a) Network forensics to identify existing unwanted running processes\ malwares\ backdoors etc. on all networks' elements. The operation includes sniffing of live traffic to identify unwanted redirection and interception of traffic.
- (b) Network Hardening to map all networks elements and to calibrate them to optimized secured state.
- (c) Network penetration test to assure system durability against any kind of attack.
- (d) Risk assessment to understand what actions should be taken to minimize future damage to carrier and what risks are inevitable.
- (e) Actions to fix found problems by setting systems to default or acquiring relevant IT security technologies to prevent such problems from reoccurring.

An available list of Test and Certification Agencies (Third Parties) in various countries who may take up the regular Technical Audit of Networks and Security Certification is given at Appendix I. The MTNL may engage the services of any other Network Audit and Security Certification agency also.

#### **14 Investigation:**

- 14.1 If MTNL believes that there has been a security breach by the Vendor of the provisions of this Agreement, MTNL will inform the Vendor Security Contact. The Vendor shall cooperate with MTNL fully in any ensuing investigation. The Vendor shall provide list of Contract Personnel who have had access to MTNL Systems and MTNL Information to MTNL and/or any law enforcement agency.
- 14.2 The Vendor shall report to MTNL Security Contact promptly of any potential misuse of MTNL Information or improper or unauthorised access to MTNL Systems and MTNL Information. Upon request, the Vendor shall promptly provide to MTNL a written report with details of the potential misuse of MTNL Information or improper or unauthorised access to MTNL Systems and MTNL Information.
- 14.3 If any audit or investigation reveals that there is a potential risk to the confidentiality, integrity or availability of MTNL Information in the Vendor's processes or Vendor Systems, Vendor shall promptly correct any security risk in the Vendor's processes or Vendor Systems promptly.
- 14.4 During investigation, the Vendor shall co-operate with MTNL, providing reasonable access, space, facilities and assistance to all Vendor Systems as reasonably necessary to investigate the breach of the provisions of this Agreement including permitting interview of any sales, engineering or other operational personnel of Vendor upon prior reasonable written notice.

#### **15. Limitation of Liability**

The aggregate liability of the Vendor to the MTNL in respect of any breach of obligations under this Agreement shall not exceed the value of Purchase Order (PO) where the value of PO is less than or equal to Rs.50 Crore. In case the value of PO exceeds Rs.50 Crore the penalty shall be limited to Rs.50 Crore per breach considering the exposure in financial terms. Such limitation shall not apply to claims arising pursuant to Clause 10 and Clause 11.2 or pursuant to any other Clause where such limitation is expressly excluded. However, criminal liability, if any, shall not be limited with this dispensation and shall be applicable to the extent as actual.

#### **16. Term and Termination**

- 16.1 This Agreement shall be effective from the Commencement Date. Notwithstanding anything contained herein or in the Contract, this Agreement shall survive till any equipment is working, which is supplied and served by the Vendor under this Contract or for a period of ten years after signing of this Agreement whichever is later ("End Date").

- 16.2** This Agreement may also be terminated in the event it is so determined by the Licensor or under Applicable Laws.
- 16.3** The termination of this Agreement shall be without prejudice to the rights and obligations of the parties which have accrued up to the date of termination.

## **17. Indemnity**

- 17.1** The Vendor shall indemnify and hold harmless the MTNL and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the license granted by the Licensor as a result of breach or non-compliance by the Vendor with its obligations in this Agreement.
- 17.2** It is clarified that any expenditure incurred by the MTNL for complying with security related provisions as prescribed under Applicable Law shall be borne by the Vendor. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the MTNL shall be paid by the Vendor to the MTNL. Further, any testing of Vendor's equipment including requirement of testing equipment shall be met by Vendor at his own cost.

## **18. Governing Law**

- 18.1** This Agreement shall be governed by laws of India and the Parties agree to the exclusive jurisdiction of the Indian courts where the registered office of the MTNL is situated.
- 18.2 Amendments in Guidelines/Directions**  
If there will be any future amendments issued by DOT/TRAI or any other Competent Authority, the same shall become a part of this agreement.

## **19. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION**

The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. 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, in that event, such disputes or differences, whatsoever arising between the parties in respect of this Agreement/contract shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

- (a)** For this purpose the Purchaser/MTNL 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.

- (b) 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 a panel of three Arbitrators.
- (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 the one name as an Arbitrator out of three names 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 one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party shall also 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) Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by CMD, MTNL or any other officer on his behalf. In case, the office of CMD, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of CMD shall issue the appointment order.
- (f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with 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/Mumbai.
- (g) In the event of such an Arbitrator, 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.
- (h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
- (i) The Arbitration proceedings shall be in English language.
- (j) 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 Delhi/Mumbai.

#### **19.1 ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS WITH OTHER CPSES AND GOVERNMENT DEPARTMENTS/ ORGANISATIONS.**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of this Commercial contract(s)/ agreement, between the Central Public Sector Enterprises (CPSEs)/ Port Trust Inter se

and also between CPSEs and Government Departments/Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(CM)/FTS-1835 dated 22/05/2018”.

The court at Delhi/Mumbai shall have the exclusive Jurisdiction to entertain any dispute or claim arising out of contract.

## **20 Notices**

- 20.1** Any notice, documents, information, direction and any other communications required or permitted to be (or such other addresses as specified in writing by the respective Party from time to time) hereunder shall be sent in writing and sent by registered post, courier and or by facsimile transmission or delivered personally by hand or sent by email addressed to the other Party to the relevant addresses set out below at the following addresses:

If to the MTNL:

Mahanagar Telephone Nigam Limited, 5<sup>th</sup> Floor, Mahanagar  
Doorsanchar Sadan, 9, CGO Complex, Lodhi Road, NewDelhi-110003

Attention: [●] Fax: [●]

Email:

[●] If to the Vendor:

[Name] [Address} Attention: [●] Fax: [●] Email: [●]

- 20.2** Any such notices and other documents shall:

- (a) if delivered by hand, be deemed to have been given and received at the place of receipt on the date of delivery;
- (b) if mailed by post or couriered, be deemed to have been given and received at the place of delivery on the date of delivery.
- (c) if given by facsimile transmission be deemed to have been given and received, at the place of receipt on the date as shown in the facsimile transmission report; and
- (d) if given by e-mail be deemed to have been given and received at the place mentioned in Clause 19 above on the same day.

- 20.3** Either Party shall inform the other of any change in its address above through a notice in writing to the other Party in the manner set forth above.

I WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS  
TO BE EXECUTED ON THE DAY, MONTH AND YEAR HEREIN BELOW  
WRITTEN TO BE EFFECTIVE FROM THE DATE FIRST MENTIONED  
ABOVE

SIGNED for and on behalf of  
Mahanagar Telephone Nigam  
Limited

..... Signature  
..... Name  
..... Position  
..... Witness Signature  
.....  
.....

... SIGNED for and on behalf of [●]

..... Signature  
..... Name  
..... Position  
..... Witness Signature  
.....

... Name & Address...

.....

... Name & Address



List of Test and Certification Agencies (Third Parties) in various countries who may take up the regular Technical Audit of Networks and Security Certification.

The List is indicative and MTNL may use the services of other Network Audit and Security Certification agency also.

CC Evaluation Labs

### **Australia and New Zealand**

1. Computer Sciences Corporation (CSC)  
[http://www.csc.com/security/offerings/26694-common\\_criteria\\_at\\_csc](http://www.csc.com/security/offerings/26694-common_criteria_at_csc) Contact: Andrew Coggle  
212 Northbourne Avenue  
Braddon ACT 2612  
Tel: +61 2 6246 8000  
Fax: +61 2 6246 8181  
E-mail: [aisef@csc.com.au](mailto:aisef@csc.com.au)  
Web: <http://www.csc.com/commoncriteria>
- 2 Logica  
<http://www.logica.com.au/>  
Contact: Bruce Legge 1 Torrens Street  
BRADDON ACT 2612  
Tel: +61 2 6246 1900  
Fax: +61 2 6262 8827  
E-mail: [aisef.au@logica.com](mailto:aisef.au@logica.com)  
Web: <http://www.logica.com/au>
- 3 Startsec  
<http://www.stratsec.net>  
/Home Contact: AleksLubiejewski  
Unit 1, 50 Geils Court  
DEAKIN ACT 2600  
Tel: +61 2 6260 8878  
Fax: +61 2 6260 8828  
E-mail: [lab@stratsec.net](mailto:lab@stratsec.net)  
Web: <http://www.stratsec.net>

### **Germany**

1. CSC Deutschland Solutions GmbH  
Contact: Herrn  
oswin EisenSandstr. 7-9  
80335 München

Telefon: +49 89.5908.6504

Fax.: +49 89.5908.6503

E-Mail: geisen@csc.com

Web: [http://www.csc.com/security/ds/11371/15880-german\\_laboratory\\_experience](http://www.csc.com/security/ds/11371/15880-german_laboratory_experience)

2. atsec information security GmbH  
<http://www.atsec.com/us/addresses-contact.html>  
Contact: Gerald Krummeck

Steinstr. 70

81667 München

Telefon: 089 44249-830

Fax: 089 44249-831

E-Mail: gerald@atsec.com

Web: <http://www.atsec.com>

### **United Kingdom**

1. EDS  
<http://h10134.www1.hp.com/>
2. Logica  
[www.logica.com](http://www.logica.com)
- 2 SiVenture  
<http://www.siventure.com>

### **USA**

- 1 Arca Common Criteria Testing Laboratory  
<http://www.savvis.net/en-US/Pages/Home.aspx>  
Contact: Pete Feeney  
45901 Nokes Boulevard  
Sterling, VA 20166  
Tel: +1 703-667-6684  
Fax: +1 509-691-7440  
Mobile: +1 703-999-1075  
E-mail: arca-cctl@savvis.net
- 2 CygnaCom Solutions' Security Evaluation Laboratory  
<http://www.cygnacom.com/labs/common-criteria/index.htm>  
Contact: Ms. NithyaRachamadugu  
7925 Jones Branch Drive, Suite 5200  
McLean, VA 22102-3305  
Tel: +1 703.270-3563  
Tel: +1 858-509-0180  
Fax: +1 703-848-0985

E-mail: [selinfo@cygnacom.com](mailto:selinfo@cygnacom.com) Web:  
<http://www.cygnacom.com>

- 3 SAIC Common Criteria Testing Laboratory  
<http://www.saic.com/infosec/testing-accreditation/common-criteria.html> Contact: Robert L. Williamson  
Ctr. for Information Security Tech. SAIC  
7125 Columbia Gateway Drive, Suite 300  
Columbia, MD 21046  
Tel: +1 410-953-6819 , Fax: +1 410-953-7001  
E-mail: [robert.l.williamson.jr@saic.com](mailto:robert.l.williamson.jr@saic.com)  
Web: <http://www.saic.com>
- 4 Computer Sciences Corporation (CSC)  
[http://www.csc.com/security/offerings/26694-common\\_criteria\\_at\\_csc](http://www.csc.com/security/offerings/26694-common_criteria_at_csc) Contact: Charles Nightingale  
7231 Parkway Drive  
Hanover, Maryland 21076  
Tel: 443.445.8400  
Fax: 443.445.8002  
E-mail: [STCL@csc.com](mailto:STCL@csc.com)  
Web: <http://www.csc.com/commoncriteria>
- 5 Booz Allen Hamilton Common Criteria Testing Laboratory  
900 Elkridge Landing Road, Suite 100, Linthicum, MD 21090  
<http://www.boozallen.com/doingbusiness/contractvehicles/gmacs/alliant/alliant/3844966/38470558>
- 6 COACT Inc. CAFE Laboratory  
9140 Guilford Road  
Suite N, Columbia, MD 21046-2585  
<http://www.coact.com/>
- 7 DSD Information Assurance Laboratories  
(DIAL) 1160 Johnson Ave.  
Suite 101, Bridgeport, WV 26330  
<http://dsdial.com/>
- 8 InfoGard Laboratories, Inc.  
709 Fiero Lane  
Suite 25, San Luis Obispo, CA 93401  
<http://www.infogard.com/>

**Taiwan (not from CC portal)**

Telecom Technology Center, Taipei,  
Taiwan [http://www.ttc.org.tw/english/its\\_e.asp](http://www.ttc.org.tw/english/its_e.asp)  
[http://www.ttc.org.tw/english/its\\_e\\_01.asp](http://www.ttc.org.tw/english/its_e_01.asp)

## **The Netherlands**

1. Brightsight IT Security Evaluation  
Facility Contact: Mr. Dirk-Jan Out  
Delftechpark 1  
2628 XJ Delft  
The Netherlands  
Telefon: +31 15 269 25 00  
Fax: +31 15 269 25 55  
E-Mail: [info@brightsight.com](mailto:info@brightsight.com)  
Web: <http://www.brightsight.com>

## **Israel**

1. ALTAL Security Consulting, Israel  
<http://www.altalsec.com/index.php?langpage=eng&&language=eng>**Canada**
1. Electronic Warfare Associates (EWA),  
Canada <http://www.ewa-canada.com/>

## **Routers Tested as per CC:**

### **1. Cisco Routers**

Cisco Systems Routers (800, 1700, 1800, 2600XM, 2800, 3700, 3800, and

7200 running Cisco IOS Release 12.4(11)T2; 7300, 7400, and 7600 running Cisco IOS Release 12.2(18) SXF8; 10000 and 12000 running 12.0(32)s7) and Cisco Secure ACS version 4.1.2.12

TOE evaluation was sponsored by Cisco Systems, San Jose

Evaluation was carried out by: "Arca Common Criteria Testing Laboratory" <http://www.savvis.net/en-US/Pages/Home.aspx>

Contact: Pete Feeney  
45901 Nokes Boulevard

Sterling, VA 20166

Tel: +1 703-667-6684

Fax: +1 509-691-7440

Mobile: +1 703-999-1075

E-mail: [arca-cctl@savvis.net](mailto:arca-cctl@savvis.net)

### **2. Juniper Routers**

Juniper Networks J-Series Family of Service running JUNO 7.3R2.14

ST was prepared by:  
Science Applications International Corporation(SAIC)

Common Criteria Testing Laboratory  
7125 Columbia Gateway Drive, Suite  
Columbia, MD 21046  
<http://www.saic.com/> Evaluation  
was carried out by:

Science Applications International Corporation (SAIC)  
Common Criteria Testing Laboratory  
7125 Columbia Gateway Drive, Suite 300  
Columbia, MD 21046  
<http://www.saic.com/>

### **VoIP equipments tested as per CC:**

#### **1. AVAYA VoIP PBX System**

ST prepared by:

CSC Deutschland Solutions GmbH  
Contact: Herrn Dr.  
GoswinEisenSandstr. 7-9

80335 München

Telefon: +49 89.5908.6504

Fax.: +49 89.5908.6503

E-Mail: [geisen@csc.com](mailto:geisen@csc.com)

Web: <http://www.csc.com/security/ds/11371/15880->

[german\\_laboratory\\_experience](#)  
Evaluating by:

CSC Deutschland Solutions GmbH  
Contact: Herrn Dr.  
GoswinEisenSandstr. 7-9

80335 München

Telefon: +49 89.5908.6504

Fax.: +49 89.5908.6503

E-Mail: [geisen@csc.com](mailto:geisen@csc.com)

Web: [http://www.csc.com/security/ds/11371/15880-german\\_laboratory\\_experience](http://www.csc.com/security/ds/11371/15880-german_laboratory_experience)

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Some of the known types of attacks on GSM and CDMA networks

1. **Eavesdropping**  
This is the capability that the intruder eavesdrops signalling and data connections associated with other users. The required equipment is a modified MS.
2. **User Impersonation**  
An intruder sends signalling and/or user data to the network, in an attempt to make the network believe they originate from the target user. The required equipment is again a modified MS.
3. **De-registration spoofing**  
An attack that requires a modified MS and exploits the weakness that the network cannot authenticate the messages it receives over the radio interface. The intruder spoofs a de-registration request (IMSI detach) to the network. The network de-registers the user from the visited location area and instructs the HLR to do the same. The user is subsequently unreachable for mobile terminated services.
4. **Location update spoofing**  
An attack that requires a modified MS and exploits the weakness that the network cannot authenticate the messages it receives over the radio interface. The user spoofs a location update request in a different location area from the one in which the user is roaming. The network registers in the new location area and the target user will be paged in that new area. The user is subsequently unreachable for mobile terminated services.
5. **Passive Identity Caching**  
A passive attack that requires a modified MS and exploits the weakness that the network may sometimes request the user to send its identity in clear text.
6. **Active Identity Caching**  
An active attack that requires a modified BTS and exploits the weakness that the network may request the MS to send its permanent user identity in clear text. An intruder entices the target user to camp on its false BTS and subsequently requests the target user to send its permanent user identity in clear text perhaps by forcing a new registration or by claiming a temporary identity mismatch due to database failure.
7. **Impersonation of the network**  
This is the capability whereby the intruder sends signalling and/or user data to the target user, in an attempt to make the target user believe they originate from a genuine network. The required equipment is modified BTS.

**8. Camping on a false BTS**

An attack that requires a modified BTS and exploits the weakness that a user can be enticed to camp on a false base station. Once the target user camps on the radio channels of a false base station, the target user is out of reach of the paging signals of the serving network in which he is registered.

**9. Camping on false BTS/MS**

An attack that requires a modified BTS/MS and exploits the weakness that a user can be enticed to camp on a false base station. A false BTS/MS can act as a repeater for some time and can relay some requests in between the network and the target user, but subsequently modify or ignore certain service requests and/or paging messages related to the target user.

**10. Man-in-the-middle**

The intruder puts itself in between the target user and a genuine network and has the ability to eavesdrop, modify, delete, re-order, replay, and spoof signaling and user data messages exchanged between the two parties. The required equipment is modified BTS in conjunction with a modified MS.

**11. Compromising authentication vectors in the network**

The intruder possesses a compromised authentication vector, which may include challenge/response pairs, cipher keys and integrity keys. This data may have been obtained by compromising network nodes or by intercepting signaling messages on network links.

**12. Overbilling Attack**

Involving a malicious user hijacking a subscriber's IP address and then using that connection to initiate fee-based downloads or simply use that connection for their own purposes. In either case, the legitimate user is billed for activity which they did not authorize or actually conduct.

**13. Spoofed PDP context**

Exploiting the weakness in the GTP (GPRS Tunneling Protocol)

**14. Spoofed delete PDP context packets**

Which would cause service loss or interruption for end users

**15. Spoofed create PDP context packets**

Which would result in unauthorized or illegal access to the Internet or customer data networks

**16. GTP packet floods**

Which is a type of Denial of Service attack.

**17. Vulnerabilities with SIP-based VoIP systems**

That might allow hackers to:

- (a) Reconfigure VoIP settings and gain access to individual users' account information
- (b) Eavesdrop on VoIP communications
- (c) Hijack a user's VoIP subscription and subsequent communications.

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### SECTION-III

#### BID FORM

Tender No. ....

Date: .....

To

Jt. GM (MM)  
MAHANAGAR TELEPHONE NIGAM LIMITED,  
CORPORATE OFFICE  
NEW DELHI.

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 guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of ----- 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 ..... YYYY

Name and Signature -----

In the capacity of -----

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

witness .....

Address .....

Signature

\*\*\*\*\*



## SECTION-IV

### **BID SECURITY FORM**

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

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - (a) fails or refuses to execute the Contract, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clause 8 and 16 of Section-II of this Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Full address of Branch

Name & Signature of witness

Address of witness

Tel No. of Branch

Fax No. of Branch

\*\*\*\*\*

## SECTION-V

### PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, 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 under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such 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 (as specified in P.O) 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)

## SECTION-VI

### SCHEDULE OF REQUIREMENT (SOR)

S. No	Item Description	Item per Unit	Quantity		
	Network Element		Delhi	Mumbai	Total
<b>1</b>	<b>Managed Switch with remote configuration and monitoring (DC Operated) with eMS application License (Type-I)</b>	<b>1</b>	<b>50</b>	<b>60</b>	<b>110</b>
1.1	Interface ports 1G (Optical)	24	1200	1440	<b>2640</b>
1.2	Single Fibre SFP (20 km, SMF, single fibre Bi-directional)	24	1200	1440	<b>2640</b>
<b>2</b>	<b>Managed Switch with remote configuration and monitoring (DC Operated) with eMS application License (Type-II)</b>	<b>1</b>	<b>20</b>	<b>20</b>	<b>40</b>
2.1	Interface ports 1G (Optical)	24	480	480	<b>960</b>
2.2	Single Fibre SFP (20 km, SMF, single fibre Bi-directional)	22	440	440	<b>880</b>
2.3	Single Fibre SFP (40 km, SMF, single fibre Bi-directional)	2	40	40	<b>80</b>
<b>3</b>	Desktop PC for accessing eMS		<b>4</b>	<b>4</b>	<b>8</b>
<b>4</b>	Laptops for accessing eMS		<b>2</b>	<b>2</b>	<b>4</b>
<b>5</b>	Any other hardware, software, cable, connector required for successful working of the system				

**Note:**

1. Installation and Commissioning support will be provided by the supplier.
2. All the single fiber SFPs supplied with the switches will be in Pair (Half Uplink and Half Downlink)
3. The supplied switches must support both single fiber and dual fiber SFPs.

## SECTION-VII

### **TECHNICAL SPECIFICATIONS**

#### **1. Technical Specifications:**

The relevant GR specs for the equipment sought under this tender are (Any other GRs mentioned for any other requirement in the said TEC GR(s) are also applicable):

Sl.	Name of the Item	TEC GR No.
1	Aggregation Switch	<b>TEC/GR/IT/LSW-01/05/MAR 2014 with all latest amendment if any</b>
2	eMS	<b>TEC-SD-IT-EMT-001/01/MAR-16</b>

**Note-** The above equipment must be compliant with the respective type and category of the TEC GR.

#### **2. Functional Requirements of LAN Switch:**

- (i) The LAN switch shall support a console port or auxiliary port for the purpose of local and remote configuration and diagnostics.
- (ii) The LAN switch shall support extensive debugging capabilities to assist in hardware and software problem resolution.
- (iii) The LAN switch shall support the adequate memory to meet the full configuration requirement.
- (iv) The individual port on LAN Switch shall support 1,488,100 packets per second (pps) on Gigabit Ethernet in Full Duplex; 148,810 pps on 100 Mbps Full Duplex Ethernet; 14,881 pps on 10 Mbps Full Duplex Ethernet at Minimum Frame size of 64 Bytes on Ethernet.
- (v) The LAN switch shall support built in power diagnostics system to detect hardware failures.
- (vi) The LAN Switch shall be capable of working with -44 V to -57 V DC. If AC switch then required DC to AC convertor needs to be supplied by Bidder without any additional cost.
- (vii) The performance of device shall not be degraded upon enabling of one or more features.
- (viii) All the interfaces on the devices shall be supported as integrated interfaces and shall not require any external converters/ adapters.
- (ix) The line interface slots in the devices shall be universal.
- (x) The switch shall be stackable or standalone. However, Chassis based will also be accepted.
- (xi) The switch shall support ITU-T/IEEE 1588 V2 standard for Physical level distribution of precision frequency.
- (xii) The switch should support multilevel priority scheduling for voice and video applications with minimal jitter, latency and packet loss.
- (xiii) Key Parameters of the desired Aggregation switches have been mentioned as below:

Sl. No.	Parameter	Value
1	Category	II (Metro Ethernet Aggregation)
2	Type	C (Low Range)
3	Port Standard	SFP
4	Minimum Backplane Capacity (Full Duplex)	40 Gbps
5	Packet Forwarding rate in millions PPS	60 MPPS
6	MAC address Table size	16 K
7	Flash Memory	Adequate memory to meet the full configuration requirement
8	Forwarding Method	Store and forward
9	POE	No
10	Diagnostic LEDs	YES
11	MTBF (Hours) Min	8K
13	Power Input / Power Supply Redundancy	-42 V to -50 V DC*
14	Max Power Consumption	60 W
15	Operating Temp	<b>0 to 50°C</b> (32 to 122°F)
16	Management Port (Type)	Web Page & CLI

\*If AC switch then required DC to AC convertor needs to be supplied by Bidder without any additional cost.

**3. Availability / Redundancy:** -LAN Switch shall have the following features to ensure high availability and redundancy.

- (i) Comprehensive hardware and software fault isolation and recovery features shall be supported.
- (ii) The LAN Switch shall support dynamic online configuration.
- (iii) The fans used shall be in redundant configuration.

**4. Protocols: - It shall support the following protocols:-**

- (i) Spanning Tree Protocol (IEEE 802.1d):-
- (ii) Link-layer discovery protocol (802.1ab) or similar protocol.
- (iii) Logical Link Control (IEEE 802.2)
- (iv) Flow Control (IEEE 802.3x)
- (v) SNMP v3
- (vi) TFTP
- (vii) Telnet
- (viii) SSH
- (ix) It shall support Port trunking capability at Layer 2.
- (x) Link Aggregation as per IEEE 802.3ad to allow link resilience. load balancing over IEEE 802.3ad Aggregated Links shall also be supported
- (xi) IEEE 802.1q tagging and stacking support

- (xii) IEEE 802.1w VLAN RST (Rapid Spanning Tree) and IEEE 802.1s VLAN MST (Multiple Spanning Tree). Minimum two instances of Multiple Spanning Tree shall be supported.
  - (xiii) The switch shall support both IPv4 and IPv6 routing protocols.
  - (xiv) LAN Switch shall support VRRP (Virtual Router Redundancy Protocol) as described in RFC 5798 for both IPv4 and IPv6 networks.
5. **VLAN features:** The Metro Aggregation Switch shall support the following VLAN features:
- (i) VLAN shall be possible to be created among ports of different types as well as ports on the interface cards.
  - (ii) The LAN Switch shall support VLAN Bridge (for outer tag only) as per 802.1ad.
  - (iii) The LAN Switch shall support user isolation per outer VLAN tag. This behavior shall be configurable on a per VLAN basis.
  - (iv) 4000 VLANs (as per IEEE 802.1q) shall be supported.
  - (v) VLAN ingress filtering to Prevent VLAN leakage.
  - (vi) VLAN Tag overlapping
  - (vii) VLAN CoS preservation
  - (viii) VLAN CoS differentiation
  - (ix) It shall support 802.1Q Tagging Support
6. **SECURITY REQUIREMENTS:** The LAN switch must support the following security features:
- (i) Security through ACL filters for Layer 2 and Layer 3 traffic, MAC address limits and storm control for broadcast, multicast and unknown unicast.
  - (ii) Authentication, authorization and accounting (AAA); TACACS+; Secure Shell (SSH) Protocol; 802.1ad Layer 2 Control Protocol (L2CP); bridge-protocol-data-unit (BPDU) filtering; MAC limiting per Ethernet flow point (EFP) or bridge domain; unicast, multicast, and broadcast storm control blocking on any interface or port; Unknown Unicast Flood Blocking (UUFB); Dynamic Host Configuration Protocol (DHCP) snooping.
  - (iii) Trap and syslog messaging on security violation.
  - (iv) Controlled SNMP Access through implementation of Access Lists on the LAN switch to ensure SNMP access only to the SNMP manager or the NMS workstation.
  - (v) Port mirroring should support:-
    - a. At least 10 sessions.
    - b. Option to filter incoming / outgoing traffic.
    - c. Support for SPAN (Switch Port Analyser).
    - d. Security mechanism to prevent unauthorized users from accessing the console port.
    - e. Port level security mechanism to prevent unauthorized nodes from accessing the switch.

7. **Filtering:** The LAN Switch shall be capable of filtering L2 / L3 traffic configurable on per PVC per Service and per Session basis at least for the following parameters:-
  - (i) Broadcast Traffic / broadcast storm control
  - (ii) Source MAC/IP address
  - (iii) IP address
  - (iv) Source and destination IP address range
  - (v) Destination layer 4 port number
  - (vi) Maximum MAC address
  - (vii) Protection from ARP spoofing attacks
  - (viii) Ether type
8. It shall be possible to create VLAN or Flow with TCP / IP parameters per service, for data, video and O&M traffic for service differentiation.
9. LAN Switch shall implement MAC / IP address based control. It shall be possible to limit the number of MAC / IP addresses per port and to bind the MAC / IP addresses to a port.
10. **MAC Security Related Features**
  - a. The LAN Switch shall not learn MAC address from bridge port X if the same MAC address appears in the learning table pointing to bridge port Y (ports X and Y on the same LAN Switch and same VLAN), except in the case where the aggregation network forwards according to MAC Learning table. The LAN Switch shall prevent broadband network gateway MAC address spoofing.
  - or
  - b. The LAN Switch shall support unique MAC address per user to prevent spoofing and provide traceability. Solution shall prevent duplicate MAC addresses in the network and be traceable to the customer line. If a virtual / translated MAC address is used it shall be based on public Organizationally Unique Identifier (OUI) address space.
  - c. In order to prevent MAC address flooding DoS attack, the LAN Switch shall be able to limit the number of source MAC addresses learnt from a bridged port. This limit shall be configurable per bridged port.
  - d. LAN Switch shall allow the list of allowable MAC destination address.
11. **QoS:-** The switch shall support the following QoS features per port and per VLAN:-
  - (i) Filtering
  - (ii) Broadcast suppression
  - (iii) Link load balancing
  - (iv) Rate limiting of bandwidth on the switch ports
  - (v) Traffic prioritization
  - (vi) Traffic Shaping
  - (vii) Rate limiting of bandwidth: shall support User bandwidth from 1Mb/s to 1Gbps in 1Mb/s increment.
  - (viii) Policy based bandwidth classification.



- (ix) Bandwidth management reports and statistics.
- (x) Bandwidth management policies.
- (xi) Policy based QoS.

**12. Management and Security** The switch shall support the following management and security features.

- i. Ethernet Local Management Interface
- ii. Connectivity Fault Management (CFM)
- iii. OAM functions and mechanisms for Ethernet based networks.
- iv. **SNMP Manageability:** Shall support SNMP version 3. RMON (Remote Monitoring) MIB I, II shall also be supported. The public and private MIB shall be provided to service provider.
- v. **Access Security:** The switches shall have password protection features on Telnet access to the box. The LAN Switch shall support Secure Shell Access.
- vi. **Console and Out-of-band management:** The switch shall have console management access along with provision for remote out-of-band management. Switch CLI access control shall be on the basis of user name and password for separate users.
- vii. **FTP / TFTP:** The switch shall support FTP / TFTP access to its configuration/boot files.
- viii. **Configuration Software:** The switch shall support configuration management through a GUI based software configuration utility. Configuration management through the console is also required. Support of configuration on web interface shall be available.
- ix. The LAN switch shall be manageable from a standards-based NMS platform. The LAN switch NMS application shall be capable of running on a standards-based NMS platform. Network management software shall be standards based and shall support protocols like SNMP V3 and RMON. Support for standard MIBs is mandatory.
- x. The LAN switch shall support Network Time Protocol (NTP) / SNTP as per RFC 2030 for synchronizing with a centralized NTP server.

**13. SAFETY REQUIREMENTS**

- (i) The operating personnel shall be protected against shock hazards.
- (ii) The equipment shall comply with the standard for Electrical Safety Requirements for Apparatus to be connected to Telecommunication Network.

**14. QUALITATIVE REQUIREMENTS**

The system shall meet the following qualitative requirements: -

- a) The equipment shall be manufactured in accordance with the international standards ISO 9000:2008 or later for which the manufacturer shall be duly accredited.

- b)** The equipment locally manufactured in India shall be as per guidelines issued vide Documents No. QM 118, QM 205, QM 206, QM 210 and QM 301.
  - c)** The equipment shall meet the environmental requirements as per category A of document QM-333/ issue-1/Sept 1990.
- 15.** Any details regarding the existing systems etc. may be taken from the following officials:

Delhi: O/o GM (Plg), Delhi Unit

Mumbai: O/o GM (Plg), Mumbai Unit

## **SECTION-VIII**

### **Checklist of documents**

1. Documents in support of experience, turnover
2. Trusted Source Certificate from NSCS (National Security Council Secretariat)/ Trusted Telecom Portal for tendered item else the proof of application.
3. Self-Certification regarding Local Content (LC)
4. Land-border undertaking
5. Bid Form
6. Bid Security
7. Clause by clause compliance of complete tender i.e. GeM Bid document and ATC.
8. Detailed Prices in the Excel format provided on GeM under the Tab Financial Bid (to be uploaded in Price Bid).
9. Under Financial document Tab, PDF copy of above detailed price breakup may be uploaded with clear Tax details.
10. Power of attorney to sign the bid.
11. No near relative certificate.
12. Signed copy of Integrity Pact Document

The above list is indicative only. Bidder may submit all the requirement documents sought in the tender document.

SECTION-IX Price Schedule of Financial Bid											
S. No.	Item	Item to be supplied at	Quantity (Nos.)	Basic Unit Price (Rs.)	GST		Unit Price including GST (Rs.)	Total Price	GST Credit eligible amount (Rs.)	Net cost to MTNL excluding GST Credit Eligible Amount (Rs.)	Net cost to MTNL excluding GST Credit Eligible Amount (Rs.)- for Evaluation
					Rate (%)	Amount (Rs.)					
	1	2	3	4	5	6(4*5)	7	8 (3*7)	9(3*6)	10=8-9	11
1	Managed Switch with remote configuration and monitoring (DC Operated) with eMS application License (Type-I) supplied as per SOR Line Item 1, 1.1 & 1.2	DELHI	50								Same as Col.10
2	Managed Switch with remote configuration and monitoring (DC Operated) with eMS application License (Type-II) supplied as per SOR Line Item 2, 2.1, 2.2 & 2.3	DELHI	20								Same as Col.10
3	Desktop PC for accessing eMS	DELHI	4								Same as Col.10
4	Laptops for accessing eMS	DELHI	2								Same as Col.10
5	Any other hardware, software, cable, connector required for	DELHI	1								Same as Col.10

	successful working of the system										
6	AMC for Year One	DELHI	1								Same Amount as per Col.10/(1.1)^2
7	AMC for Year Two	DELHI	1								Same Amount as per Col.10/(1.1)^3
8	AMC for Year Three	DELHI	1								Same Amount as per Col.10/(1.1)^4
9	Managed Switch with remote configuration and monitoring (DC Operated) with eMS application License (Type-I) supplied as per SOR Line Item 1, 1.1 & 1.2	MUMBAI	60								Same as Col.10
10	Managed Switch with remote configuration and monitoring (DC Operated) with eMS application License (Type-II) supplied as per SOR Line Item 2, 2.1, 2.2 & 2.3	MUMBAI	20								Same as Col.10
11	Desktop PC for accessing eMS	MUMBAI	4								Same as Col.10
12	Laptops for accessing eMS	MUMBAI	2								Same as Col.10
13	Any other hardware, software, cable, connector required for successful working of the system	MUMBAI	1								Same as Col.10

14	AMC for Year One	MUMBAI	1								Same Amount as per Col.10/(1.1)^2
15	AMC for Year Two	MUMBAI	1								Same Amount as per Col.10/(1.1)^3
16	AMC for Year Three	MUMBAI	1								Same Amount as per Col.10/(1.1)^4
	<b>Grand Total</b>										