

MAHANAGAR TELEPHONE NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISES)

No. MTNL/CO/ Admn/Annual Report/2022-23/20
Dated: - 23/05/2023

NOTICE INVITING QUOTATION FOR PRINTING OF ANNUAL REPORT (2022-23)

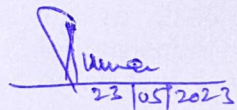
MTNL invites the sealed quotations from eligible Companies/firms/proprietorship/partnership having at least three years experience for supplying of printed stationery to Govt./Govt. undertaking/PSUs. The tentative requirement for the one year contract is attached as **Annexure-C**.

The quotation must be addressed to the "Quotation for the Annual Report 2022-23" DGM (Admin), MTNL, Corporate Office, Mahanagar Doorsanchar Sadan, Room No. 5504, 5th floor, CGO Complex, Lodhi Road, New Delhi 110003.

The sealed quotation at the above given address shall be submitted on or before 13:00 Hrs of 07.06.2023. The late quotation will not be accepted and returned back to the vendor.

Bidder must give the quotation in the **Annexure - 'D'** enclosed items wise in accordance with specification required in **Annexure-'C'** alongwith filled up Bid form and Performance Guarantee Bond form (enclosed as **Annexure A and B**)

MTNL reserves the rights to reject or accept any quotation without assigning any reason.


23/05/2023
DGM (Admin & Legal)
(011-24327632)

Regd. & CORPORATE OFFICE: MahanagarDoorsancharSadan, 5th floor, CGO Complex, Lodhi Road Telephone Exchange PH. No. 24310212 Fax: 24314243

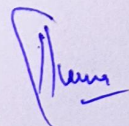
Terms and conditions of NIQ

1. The vendor must be registered company/firm/proprietorship/partnership.
2. The vendor shall have atleast one experience of publishing for government Department/PSU. A copy of PO may be annexed issued during last 3 years
3. The calculation for L-1 vendor will be done on the basis of net cost to MTNL to procure all the items mentioned in **Annexure 'D'**.
4. A PBG (performance bank guarantee) amounting to 5% of tender value has to be deposited by successful vendor within 15 days from the date of issue of purchase order valid for the period of the contract. The proceeds of the bank guarantee 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. In case of adjustment of any amount from bank guarantee 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 a invoice / debit note to vendor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

The performance security bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in **Annexure B** of this Bid Document or Electronic Fund Transfer

The performance security bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. *MTNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.*
6. The inventory supplied must be correctly printed & as per specification mentioned in the NIQ
7. *The goods ordered will have to be supplied within 10 days of the order. The goods supplied must be in conformity with the technical specifications mentioned in **Annexure-C**.*



8. OPENING OF QUOTATION: The quotations will be opened at **15.00 Hrs** on the same day of submission of quotations by designated committee of MTNL in the presence of vendors' representatives. The vendor's name and quoted net cost to MTNL excluding GST credit – eligible amount, as given in price schedule shall be announced at the time of opening of quotations.

9. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION.

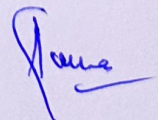
The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, in that event, such disputes 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.

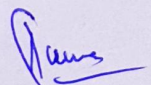
(i) The Arbitration proceedings shall be in English language.

(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.

9.1 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.



10. SETOFF:

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.

- 11.** The firm/agency would arrange to collect & deliver the orders from Admin Section MTNL Corporate Office without any extra charges.

12. PAYMENT TERMS AND CONDITIONS

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

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

12.2

(i) Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.

(ii) No payment will be made for goods rejected at the site on testing. For goods rejected at the site on testing the credit note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered by issuing an invoice/debit note for the corresponding amount at the risk and cost to the supplier including applicable GST, if any.

(iii) Payment of GST/Custom duty shall be released on production of necessary



supporting documents i.e. GST/customs invoices etc.. If the supplier fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc., the amount pertaining to such Duties/Taxes will not be paid. Tax amount will be payable to the supplier only after supplier declares the details of the invoices in its GSTR-1 and GSTR-3 and the same is reflected in GSTR-2A of MTNL on GSTN portal.

(iv) Wherever domestic reverse charge is applicable on MTNL or in case vendor is un-registered under GST Act, vendor shall not charge tax on invoice. It shall be the liability of MTNL to pay tax under reverse charge mechanism.

(v) No payment of GST shall be made to those bidders, who are either not registered for GST or who are registered under Composition Scheme of GST.

(vi) If status of a bidder who was initially registered on GST under Composition Scheme at the time of submission of financial bid, subsequently his status changes to normal GST registered vendor any time before delivery of Goods (raising invoice against delivery of Goods), under such circumstance, his unit price will be discounted by the applicable Tax rate as applicable under the composition scheme. In such cases if the vendor furnishes necessary supporting documents regarding GST payment and which is also GST credit eligible amount to MTNL in such cases the GST payment will be reimbursed.

(vii) Entire payment of invoice shall be paid by MTNL only after the credit of the GST portion in the invoice is selected in the GSTN portal i.e. the outward return in GSTR 1 is uploaded by the supplier by 10th of the subsequent month and duly reflected in MTNL account on GSTN portal.

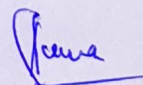
(viii) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be)

13. EARNEST MONEY DEPOSIT (EMD)

13.1 The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for an amount of **Rs.3000**. 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 returns/ adjustments/ forfeiting, refer to clause 13.7, 13.8 and 13.9 below).

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

a. A proof regarding current registration for the tendered items will



have to be attached along with the bid.

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

13.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the forfeiture of the security.

13.3 The bid security should be in the form of Bank Guarantee.

13.4 The scanned copy of the Bank Guarantee for bid security and NSIC/MSME certificate (whichever is applicable) shall be enclosed by the bidder in its bid and original copy of the Bank Guarantee shall be submitted to DGM (Admn), Mahanagar Telephone Nigam Limited, 5TH FLOOR, ROOM NO. 5504, MDS SADAN, CGO Complex, LODHI ROAD, NEW DELHI – 110003, Telephone No. 011-24328092 before scheduled date and time of opening of the bids.

13.5 The bid security shall be in the form of a Bank Guarantee as per enclosed format issued by a Scheduled Bank of India in favor of the Purchaser, valid for a period of 180 days from the date of tender opening.

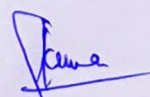
13.6 A bid not secured in accordance with Para 13.1 and 13.5 shall not be opened by the Purchaser as it is non-responsive and the bid will be returned unopened.

13.7 The bid security of the unsuccessful bidder will be returned as promptly as possible, but not later than 30 days after the placement of firm Purchase Order by the purchaser or on expiry of the Bid-validity whichever is earlier.

13.8 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order (APO) satisfactorily and furnishing the performance security.

13.9 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
- (b) In the case of a successful bidder, if the bidder fails to sign the contract and furnish performance security in accordance with clause 4.



(c) (i) In both the above cases 13.9 (a) and 13.9 (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 APO. The bidder will not approach the court against the decision of MTNL in this regard.

(ii) Further, if the said bidder is MSE/SSI unit registered with NSIC/MSME bodies, in addition to action as mentioned under clause 13.9 (c)(i) above, such bidder will also be deprived off from exemptions in tender fee, earnest money (i.e. bid security) and Performance security deposit (i.e. Performance Bank Guarantee) for next one year after they become eligible to participate in MTNL tenders.

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

14.1 *The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of **Clause 14.2** below.*

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

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



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

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

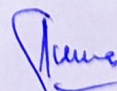
(b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, in case of tenders floated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

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

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

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

(f) The Liquidated Damages shall be calculated on the all inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes



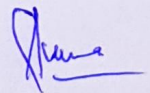
(g) If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under clause **14.2** above.

14.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

14.4.1 Notwithstanding anything contained in this Agreement or any other agreement between the parties, the Purchaser may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the supplier in its hand in relation to this or any other contract between the parties (which includes purchaser's right to claim such amount against invoices raised by the supplier or Bank Guarantees submitted by the supplier under this Contract or any other contract) or which may become due to the supplier. Any such recovery of Liquidated Damages shall not in any way relieve the supplier from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.

14.4.2 To facilitate recovery of Liquidated Damages from the invoices raised by the supplier, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, interest and penalty, if any.

15. The invoices raised against goods received must be GST Compliant. GSTR1 details of transactions and GST Return must be provided for verification as and when required by MTNL.. The payment of invoice will be made within 30 days of receiving it.

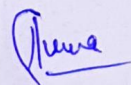


16. EVALUATION OF BIDS

1. Criteria for technical and commercial qualification shall be the following:

- a. Capability of the bidding company to undertake the project in terms of its Technical expertise & financial strength.
 - b. Experience of the bidding company in undertaking similar Printing of Annual Reports in India and / or abroad. Customer's satisfactory performance certificates shall be attached.
 - c. Bidding company's commitment, ability and promptness including supply of goods in time.
2. The details of financial strength and experience of the bidders shall be examined to determine whether the bidders meet the qualification in accordance with the criteria specified.
3. During the techno-commercial evaluation, MTNL at its discretion may call upon the bidder to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTNL.
4. The bids that do not meet all the requirements will be rejected.
5. A detailed evaluation of techno-commercial bids of all substantially responsive bids will be carried-out and a list of acceptable bids will be made.
6. The price bid of the technically and commercially acceptable bidders will be opened in the presence of bidder's representative (s) who choose to attend on the date and time of opening of price bid.
7. *The bidder's name, bidder quoted final price (including and excluding GST) for goods as per table in Annexure D shall be announced at the time of opening of price bids.*
8. **Evaluation criteria of Price bids shall be as follows:**
- a. The Evaluation of the price bids and ranking of the bidders (For Annual Report) shall be based on net cost to MTNL including all items (1,2) as a package. The bidders shall be ranked in ascending order of the final price so evaluated (L-1, L-2, L-3)
 - b. The bidders are required to quote for all items as per prescribed format, If anything is being offered free the, '0' zero value should be indicated against price. Any items left blank, will be treated as incomplete bid and liable to be rejected.
 - c. L1 bidder for Annual Report shall be bound to print the cover design of the vendor as selected by MTNL for the same

17. AWARD OF CONTRACT: PLACEMENT OF ORDER



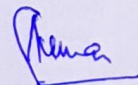
The Purchaser shall consider placement of order for commercial supplies only on those eligible bidders whose offers has been found technically, commercially and financially acceptable for printing of Annual Report for the year 2022-23 which may be extended further for printing of Annual Report for the year of 2023-24 depending on the mutual consent and satisfactory printing of Annual Report 2022-23 on the same terms & conditions. The Purchaser reserves the right to counter offers price(s) against price(s) quoted by any bidder.

18. TERMINATION FOR DEFAULT:

- a. 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.
 - i. 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.
 - ii. if the supplier fails to perform any obligation(s) under the Contract; and
 - iii. if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 3 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- b. In the event of Purchaser terminates the contract in whole or in part 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.

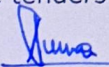
19. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the contract by giving written notice to the Supplier, without compensation to the Supplier, if the supplier becomes unwilling, bankrupt or otherwise

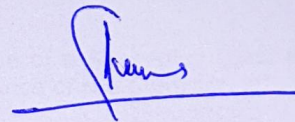


insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

20. The contract shall not be permitted to tender/participate if any of his relative is working as an officer/official in any capacity in MTNL.
21. MTNL has the full & exclusive right to accept/reject any /all the tenders without assigning any reason.


DGM (Admin & Legal)

(011-24327632)



BID FORM

No. MTNL/CO/ Admn/Annual Report/2022-23,
dated.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the terms & conditions of the contract, the receipt of which is hereby acknowledged, we, understand, accept all the terms & conditions of the contract.

We undertake, if our Bid is accepted & contract is made, we assure the best service & maintenance of the photocopy machines and abide with all the terms& conditions of the contract.

If our Bid is accepted, we will submit the bank Guarantee of a Scheduled Bank for 5% of tender value as Performance Security for the due performance of the Contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Work 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.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of 2023

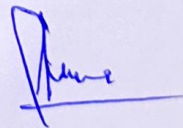
Signature of
in capacity of
Duly authorized to sign the bid for and on behalf of.....

Witness.....

Tele.No(s):-

Signature.....

E-Mail Address.....



PERFORMANCE GUARANTEE BOND FORM

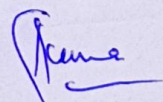
In consideration of the President of India (hereinafter called "the Government") having (hereinafter called the "said Contractor (s)") from the demand under terms and conditions of an Agreement/Purchase Order No....., dated..... Made between and contained in the said Agreement on production of a Bank Guarantee for we. (Name of Bank) (hereinafter referred to as "the Bank") as the request of (contractor (s) do hereby undertake to pay to the Government of India an amount not exceedingagainst any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of Bank)..... do hereby under take to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding liability under this guarantee shall be restricted to an amount not exceeding.

3. We undertake to pay to the Government and money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suit or proceedings pending before any court or tribunal relating to 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 Bank)..... further agree that 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 Government under or by virtue if the said Agreement have been fully paid and its claims satisfied or discharged or till (Office/Department/Ministry) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this Bank Guarantee is made on us in writing on or before the expiry of Two years from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of Bank.....) further agree with the Government that the Government 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 Government 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 Government or any indulgence by the Government 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 effects to 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 previous consent of Government in writing.

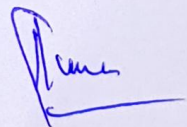
Dated _____

For _____
(indicate the name of Bank)

Accepted

(.....)

Signature of accepting authority of MTNL, CO



Technical specifications cum scope of work

S.NO.	ITEMS	SPECIFICATIONS	APPROX. REQUIREMENT	REMARKS
1	ANNUAL REPORT – ORDINARY EDITION, ENGLISH VERSION	60 GSM Ordinary page and 60 GSM cover page,*	500	weight of Annual Report is to be kept below 350 grams. As per 'A', [Common Requirements] stated below
2	ANNUAL REPORT– ORDINARY EDITION, HINDI VERSION	60 GSM Ordinary page with 60 GSM cover page*	200	As per 'A', [Common Requirements] stated below

Note: Increase/decrease in number of any item mentioned above or pages, if any, the rates will be proportionate.

A': COMMON REQUIREMENTS FOR ALL ANNUAL REPORTS (1 & 2):

No. of Pages	466 (excluding cover page) for Hindi, 466 (excluding cover page) for English
Size	[10.4"X 7.7"]
Printing	Single color
Binding	Center stitch

Cover design: MTNL will select the cover design that suit its requirement

*Sample page for both 1 and 2 above to be enclosed with the quotation.

Price schedule- Part A
Table-1

SI No.	Item Description	HSN Code	Quantity	Basic Unit Price CIF-destination inclusive of Freight, Forwarding Packing, insurance and any other incidental charges	Discount offered if any on Basic unit price	Basic Unit Price CIF-destination inclusive of Freight, Forwarding Packing, insurance and any other incidental charges after discount if any	GST Rate		Unit Price inclusive of GST (7)+(9)	Total Price (4) x (10)	GST Credit Eligible Amount	Net cost to MTNL excluding GST Credit Eligible Amount (11-12)
							%	Amount (Rs)				
1	2	3	4	5	6	7	8	9	10	11	12	13
1	AR Eng O		500									
2	AR Hindi O		200									

NOTE:

1. The bidders are required to quote for all items, If any thing is being offered free the '0' zero value should be indicated against price. Any items left blank, will be treated as incomplete bid and liable to be rejected
2. In case the bidder is registered under composite scheme then no GST shall be payable. Bidder should make declaration in bid document with regard to being a Composition Dealer under GST and fill the amount as "NIL" in the column "GST Credit Eligible" in column 12. The vendor shall mention in the invoice prominently that it is under composition scheme under GST, ACT 2017.
3. The bidder submitting the offer with concessional Goods and Services Tax (GST), shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to MTNL it shall be included in the price of the goods/services and "NIL" amount be mentioned in the column "GST Credit Eligible" in column 12.