

Ref: Open Tender Notice No. MTNL/CO/Mktg./Wall mounted Calendars/2018-19 dated 19.09.2018 for printing & Supply of wall Mounted Calendars for the Year 2019.

Dear Sir,

Please find enclosed the following bid document "**Procurement of Wall Mounted Calendars for the Year -2019**" in original to be used for submission of the bid.

S.No.	Title	Section
1.	Notice Inviting Tender (NIT)	I
2.	Instructions to bidders	II
3.	General (commercial) conditions of contract	III
4.	Schedule of Requirements	IV
5.	Indicative Minimum Technical Specification	V
6.	Bid form	VI
7.	Price Schedule	VII
8.	Bid Security Form	VIII
9.	Performance Security Guarantee Bond	IX & IX-A
10.	Letter of Authorization for attending Bid Opening	X
11.	No Relative certificate as per clause 33 section II	XI

Your offer complete in all respects as per enclosed documents must reach latest by 15.00 Hrs. of **11.10.2018** at the following address:

**DGM (EB&Mktg.)II , Corporate Office
R.No-2301, 2nd Floor,
Mahanagar Door Sanchar Sadan
CGO,Complex,Lodhi Road,
New Delhi – 110 003.
Phone :011- 24323686
Fax : 011-24315358**

Tender bids shall be opened at 15:30.00 Hrs. of **11.10.2018**. The representatives of the bidders who wish to be present during tender opening may kindly make it convenient to attend the same.

Thanking you,

Yours faithfully,

DGM (EB & MKTG-II) CO

Encl : Bid documents.

SECTION-I

NOTICE INVITING TENDER

Tender No. & Date	T.E.No.: MTNL/CO/Mktg/Wall Mounted Calendars/ 2018-19 dated 19.09.2018
Due Date of Receipt	Last date and time of receipt of bid: 11.10.2018 UPTO 15:00 HOURS
Date of opening	Date and time of opening of bid: 11.10.2018 AT 15:30 HOURS.

On behalf of Chairman and Managing Director, Mahanagar Telephone Nigam Limited, sealed tenders are invited (under two bid system) for supply of:

S. No.	Item	Quantity	EMD (Rs)
1	Wall Mounted Calendars for the year 2018	10000	10000

2. "Tender document can be downloaded from the website www.mtnl.net.in or www.eprocure.gov.in in that case the bidder shall submit a DD /pay order of Rs. 590/ (Five Hundred Ninety only) (including GST @ 18%) in favor of 'MTNL' payable at Delhi/New Delhi towards the cost of tender document in a separate envelope along with the bid, failing which the bid will not be accepted"
3. The eligibility conditions for the bidders are detailed in clause-2.1 of Section –II of tender document.
4. . **Earnest Money Deposit (EMD)** in the form of crossed demand draft in **Favour** of "**Mahanagar Telephone Nigam Limited**" payable at **Delhi** for calendars should be submitted as mentioned against each items. Bidders to quote for given item only. In case of non submitting of EMD & Cost of bid, bid will be **rejected**. **The bid security shall be submitted before the scheduled date and time of opening of the bids.**

Sd/-
DGM(EB&Mktg-II) CO

SECTION – II
INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

DEFINITIONS

- “The Purchaser” means the MAHANAGAR TELEPHONE NIGAM LIMITED
- “The Bidder” means the individual or firm who participates in the tender and submits its bid.
- “The Supplier” means the individual or firm supplying the goods under the contract.
- “The Goods” means all materials, which the Supplier is required to supply to the Purchaser under the contract.
- “The Advance Purchase Order” means the intention of the Purchaser to place the Purchase order on the bidder.
- “The Purchase Order” means 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. The purchase order shall be deemed as “Contract” appearing in the document.
- “The Contract Price” means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- “Validation” is a process of finalizing layouts and design by the Purchaser as per the Purchaser liking or requirements in three phases before start of customized Production of the goods.

2. COST OF BIDDING

- (i) The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- (ii) Cost of Bid Document is Rs.590/-for which a **Demand Draft** of Rs. 590/- (Non-refundable) in Favor of MTNL should be enclosed separately **with the bid**, failing which bid will be rejected.

2.1 ELIGIBILITY CONDITIONS

- (i) Bidder must be a registered company **or a proprietorship/partnership firm.**
- (ii) The bidder shall have an experience of at least **three years** or more for supplying same items to Govt./Govt.Undertaking/PSUs. The bidders shall provide copy of P.O / W.O. of Minimum **three** clients whose contracts executed during the last three years along with the details.

3. **THE BID DOCUMENTS**

DOCUMENTS REQUIRED

3.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- Notice Inviting Tender
- Instructions to Bidders
- General (Commercial) Conditions of Contract
- Schedule of Requirements
- Indicative Minimum Technical Specifications.
- Bid Form and Price Schedules
- Bid Security Form
- Performance Security Bond Form
- Letter of authorization to attend bid opening.
- Valid PAN.
- Valid Goods and Services Tax Identification Number (GSTIN). If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document. In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification Number (GSTIN) of all the states where from the supplies are planned to be made should be provided.
- A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities.
- In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the vendor will **indemnify** to MTNL for any loss of eligible GST credit as quoted in the bid. Further in such cases MTNL reserve the right to revise the unit price in such a manner that total cost to MTNL post GST creditable amount remain the same after taking into account the loss of **eligible** GST credit amount.
- In case the bidder is registered under composite scheme, then bidder has to submit declaration to this effect along with bid document. After submission of bid, if bidder either become ineligible for composition scheme (Business turnover **crosses** the Rs 75 lakhs annual limit) or voluntarily opt out of composition scheme then he should submit such declaration to MTNL immediately on occurrence of this event along with proof of approval from GST authorities in this regard.

3.2 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 the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

4. **CLARIFICATION OF BID DOCUMENTS**

4.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to **only those requests** for the clarification of the Bid Documents, which it receives **atleast 5 days** prior to the date of opening of the Tenders.

- 4.2 Any clarification issued by MTNL in response to query raised by prospective Bidders shall form an integral part of bid documents and it may amount to an Amendment of relevant clauses of the bid documents.

5. AMENDMENT OF BID DOCUMENTS:

- 5.1 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.
- 5.2 The amendments shall be notified and these amendments will be binding on them.
- 5.3 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.

PREPARATION OF BIDS

6. DOCUMENTS COMPRISING THE BID

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

- (a) EMD in accordance with the clause 10.
- (b) A copy of bid document signed & stamped, page by page as per clause 9.
- (c) A Bid form and price schedule completed in accordance with clause 7 & 8
- (d) Design samples as per clause 9.

7. BID FORM

- 7.1 The bidder shall complete the bid form duly signed and stamped as per section VI.

8. BID PRICES

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

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

- 8.2 The supplier shall quote as per price schedule given in Section VII for all the items given in schedule of requirement.
- 8.3 The Basic Unit Price CIF-destination (excluding GST credit eligible amount) quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to

variation on any account. Any change in incidental charges will not alter the basic prices during the contract period. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

- 8.4 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule of the bid. Bidders offering discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

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

8.5

(a) Benefit in custom duty, if any, on account of “infrastructure projects” shall be passed on to MTNL. The bidder is expected to take action for arranging infrastructure benefits available for telecom sector. It is the responsibility of the bidder to avail the reduced rate of custom duty as applicable.

(b) The goods may be shipped in the name of MTNL. The vendor shall be responsible for custom clearance, insurance and transportation till the commissioning and handing over of the system to MTNL etc. on behalf of MTNL, including payment of custom duty, insurance, freight and other charges, if any. MTNL will issue necessary letter of authorization, if required, for the purpose of claiming concessional custom duty as per 8.5(a) whenever applicable.

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

9. DOCUMENTS ESTABLISHING GOOD’S CONFIRMITY TO BID DOCUMENTS

9.1 Pursuant to clause 6, the bidder shall furnish, as part of the bid documents, Establishing the conformity of his bid to the bid documents of all goods which he proposes to supply under contract.

9.2 The documentary evidence of the “GOODS” conformity to the bid documents, Shall be furnished as follows:

A. One or two Creative as sample on following themes:

- **DIGITAL India**
- **Festival of India.**
- **Pictures.**
- **Painting of Renowned Indian painters.**
- **Monuments of India**
- **Any other with the approval of MTNL.**

B. At least 4 samples of wall mounted calendars for the year 2019.

Each creative submitted should be marked with Identification no./ID code and rates in descending orders and bearing signature & stamp of bidder.

- C. Four samples of Wall Mounted Calendars for the year 2019, two each for Horizontal and Vertical display. Each sample submitted should be marked with Identification codes 1,2,3...etc and bearing signature & stamp of bidder.
- D. The bidder shall submit a copy of bid document duly signed & stamped Page by Page.
- E. **Photocopy of PAN number.**
- F. List of minimum three clients of Govt./Govt.Undertaking/PSUs with copy of P.O/W.O. whose contracts executed during the last three years.

10. **BID SECURITY**

- 10.1 The bidder shall furnish, as part of bid , a bid security (EMD) in the form of **Demand Draft/Bank Guarantee for Rs 10,000 (Rupees Ten Thousand only) for Wall Mounted Calendars** in favors of "Mahanagar Telephone Nigam Limited". The bid security shall be valid up to 180 days from the date of tender opening.
- 10.2 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 10.7.
- 10.3 The bid not secured in accordance with Para 10.1 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 10.4 The bid security of the unsuccessful bidder will be discharged /returned as soon as possible but not later than 45 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 11.
- 10.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 10.6 (a) The bidders (small scale units) who are registered with National Small Scale

Industrial 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 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 as per existing policy of MTNL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.

(For details of return/adjustment and forfeiting as per clause 10.6(e), 10.6(f) and 10.7)

The scanned copy of the bank guarantee for bid security and NSIC certificate shall be enclosed by the bidder with its bid and original copy of bank guarantee shall be submitted to **DGM (EB&Mktg.)II ,MTNL, Corporate office, 2nd Floor, Room No. 2301, Mahanagar Doorsanchar Sadan,9,CGO Complex, Lodhi Road, New Delhi-110003.**

(b) The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the forfeiture of the security, pursuant to Para 10.7

(c) The bid Security shall be in the form of Demand Draft drawn in favour of "Mahanagar Telephone Nigam Limited" and an undertaking in the format by the vendor in favor of the Purchaser, Valid for a period of 180 days from the date of tender opening.

(d) A bid not secured in accordance with Para 10.6(a) or (c) shall not be opened by the purchaser as it is non-responsive and the bid will be returned unopened.

(e) The bid security of the unsuccessful bidder will be returned as promptly as possible, but not later than 45 days after the placement of the firm Purchase Order by the purchaser or on expiry of the bid-validity pursuant to clause 11 whichever is earlier.

(f) The successful bidder's bid security will be discharged upon the bidder's acceptance of the **Advance Purchase Order** (APO) pursuant to furnishing of the performance security.

10.7 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 sign the contract in accordance with clause 28 or
 - (ii) To furnish performance security in accordance with clause 4 of section III.
- (c) In both the above cases, i.e. 10.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for three years from the date of issue of APO. The bidder will not approach the court against the decision of MTNL in this regard.

11. **PERIOD OF VALIDITY OF BIDS.**

11.1 Bid shall remain valid for 150 days from the date of opening of bids prescribed by the purchaser pursuant to clause 17.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

11.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 10 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

12. **FORMAT AND SIGNING OF BID**

12.1 The bid shall be typed or printed, numbered sequentially and signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. An index of various documents and page no. where it is available shall be given. The letter of authorization shall be indicated by written power of attorney. The copy of power of attorney shall be enclosed along with the bid and original power of attorney shall be submitted along with the Bid Security to DGM EB&Mktg)II, MTNL Corporate Office, Room No.2301, Mahanagar Doorsanchar Sadan, CGO Complex, Lodhi Road, New Delhi-110003.

13. SEALING AND MARKING OF BIDS

13.1 SEALING AND MARKING OF BIDS

Part “A” – Techno Commercial / Creative Bid – “For Procurement of Wall Mounted Calendars for the Year -

Part “B” – Financial / Priced Bid - “For Procurement of Wall Mounted Calendars for the Year -2019”

13.2 Part “A” shall contain following:

- EMD in the form of crossed demand draft in favor of “ Mahanagar Telephone Nigam Limited” for Rs. 10,000/-(Rupees Ten Thousand Only) A copy of bid document duly filled, signed & stamped, page by page.
- Documents in support of eligibility conditions at Clause 2.1 section II.
- Not more than five (5) creative on themes as detailed in clause 9.2(a).

Four samples of wall mounted calendars for the year -2019, Two for horizontal and Two for Vertical display.

- PAN number of the firm must be enclosed

13.3 Part “B” shall contain following:

- I) A Price schedule completed as per format given in section VII
- II) Envelopes containing Part” A” and Part” B” should be enclosed in a larger envelope.

13.4 The Inner & Outer envelopes shall be:

Addressed by Name to Purchaser at the following address:

DGM (EB&Mktg.)II , Corporate Office

R.No-2301, 2nd Floor,

Mahanagar Door Sanchar Sadan

CGO,Complex,Lodhi Road,

New Delhi – 110 003.

Phone : 011-24323686, 011-24326200

Fax : 011-24315358

Email Id : dgmmktco@gmail.com

- a) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- b) Tenders may be sent by **Registered Post** or delivered in person on the above mentioned address. On or before the date and time specified in NIT. At 15.00 Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice boards of MTNL Corp. Office. The Purchaser shall not be responsible if the bids are delivered elsewhere.
- c) The responsibility for ensuring the tenders are delivered in time would vest with the bidder.
- d) **Bids delivered in person shall be delivered to**

**DGM (EB&Mktg.)II , Corporate Office
R.No-2301, 2nd Floor,
Mahanagar DoorSanchar Sadan
9, CGO, Complex, Lodhi Road, New Delhi – 110 003.
Phone : 011-24323686, 011-24326200
Fax : 011-24315358**

- e) **Place of submission of bid and address for communication:**

**Office of:
DGM (EB&Mktg.)II , Corporate Office,R.No-2301, 2nd Floor,
Mahanagar DoorSanchar Sadan, 9,CGO,Complex,Lodhi,
Road, New Delhi – 110 003.
Phone : 011-24323686, 011-24326200
Fax : 011-24315358**

13.5 . Bids along with documents as indicated in clause 3 in Section II shall be physically submitted in the format prescribed by MTNL. The supporting documents shall be suitably mapped along with the format.

14. SUBMISSION OF BIDS

14.1 Bids must be received by the Purchaser at the address specified under Para 13.4 (c) not later than 15:00 hrs. On due date

14.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 5 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

14.3 The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

15. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 13.4(c), shall be rejected and returned unopened to the bidder.

16. MODIFICATIONS AND WITHDRAWAL OF BIDS

16.1 The bidder may modify or withdraw his bid after submission prior to the deadline prescribed for submission of bids.

16.2 No bid shall be modified subsequent to the deadline for submission of bids.

17. BID OPENING AND EVALUATION

17.1 The purchaser shall open bids at 15:30 hrs on due date. The bidders' representative (maximum two) who choose to be physically present at MTNL premises shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening(A format given in section X).

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

18. CLARIFICATION OF BIDS

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

19. PRELIMINARY EVALUATION

19.1 The Purchaser will check whether the EMD or Certificates as per clause 10.1 to 10.6 (f), is enclosed by the bidder, non submission of the same will result in rejection of bid at preliminary stage only.

20. EVALUATION OF TECHNO- COMMERCIAL BIDS:

20.1 The Purchaser will first evaluate the techno-commercial creative bids and short list the samples which it wants to procure.

20.2 During the technical evaluation, MTNL at its discretion may call upon the bidders to explain their capability to undertake the work and to respond to any question from MTNL.

- 20.3 The bids that do not meet all the requirements will be rejected.
- 20.4 Prior to detailed evaluation, the purchaser will determine the substantial Responsiveness of each bid to the Bidding Documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 20.5 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.6 Further examination of only such bids determined to be substantially responsive will be taken up and Techno-commercial clarifications/discussions, if considered necessary, obtained/held with such bidders to determine the acceptability of the bids.

21. EVALUATION OF PRICE BIDS:

21.1 The price bid of the technically and commercially acceptable bidders will be opened in the presence of bidder's representative(s) on the date and time of opening of price Bid.

21.2 The final cost calculated for each bidder shall be ranked in ascending order and preference will be given to the lowest bidder.

22. COMPARISON OF BIDS:

22.1 Arithmetic errors will be rectified on the following basis. If there is discrepancy between the price quoted in figures and words, the price quoted in words would prevail.

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

23. CONTACTING THE PURCHASER

23.1 Subject to Clause 18, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

24 AWARD OF CONTRACT

PLACEMENT OF ORDER

Subject to clause 26, the purchaser will award the contract to successful bidder(s), separately for each items whose bid has been determined to be substantially responsive technically and commercially acceptable and has been determined as the lowest evaluated price bid provided further that bidder is determined by the purchaser to be fully qualified to perform the contract satisfactorily.

The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) MTNL will have the right to increase or decrease up to 25% of the quantity of goods specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) **Where ever** it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods contained in the running tender /contract within a period of two months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1. The issue of an advance Purchase order shall constitute the intention of the purchaser to enter into contract with bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give his acceptance along with performance security in conformity with section VII provided with the bid document.

28 SIGNING OF CONTRACT

- 28.1 The issue of Purchase Order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 4 of section III the purchaser shall discharge the bid security in pursuant to clause 10.
- 28.3 The performance security of successful bidder shall be **discharged** /returned after six month of completion of the delivery.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause **27.2** shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS:

1. The supplier shall have to ensure Quality conforming to specifications.
2. **The Bidder shall submit the Quality Test Report of the Papers for Wall Mounted Calendars from any Government/Government Approved Testing Labs before the delivery at his own cost.**

31. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the goods in time. Further, the suppliers whose goods do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

32. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

33. The bidder should give a certificate that none of his/her near relative **as defined below** is working in the **MTNL**. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the **bid shall be rejected** 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 **MTNL**.

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 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."

SECTION -III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in the relevant section.

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to **5% of the value of purchase order** (rounded off to nearest ten rupees) within **14 days** from the date of issue of Advance Purchase Order by the Purchaser.

4.2 **The suppliers (small scale units) who are registered with National Small Scale Industrial 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” , “WITHOPUT LIMIT” or “MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs. 50,00,000/- (Rupees Fifty Lakhs) only as per existing policy of MTNL. A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.

4.3 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

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 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.

4.4 The performance security Bond shall be in the form of Demand Draft drawn in favour of “Mahanagar Telephone Nigam Limited” payable at New Delhi or in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in ‘Section IX’ of this Bid Document. The period of validity of PBG shall be ONE YEAR.

4.5 The performance security **Bond/Amount submitted in the form** of Demand draft **encashed by MTNL** will be discharged by the purchaser after completion of one year **of** the supplier's performance obligations including any warranty obligations under the contract.

5. VALIDATION

5.1 The Purchaser or his representative shall validate the proofs in the form of "dummy" submitted by the supplier before actual production of the goods.

5.2 The supplier should proceed with production of the goods only after taking final clearance from the Purchaser.

5.3 Notwithstanding the pre-supply validation and inspections prescribed in clause 5.1 & 5.2 above, the goods on receipt in the Purchaser's premises will also be checked during and after "take over" and if any goods or part thereof is found defective, the same shall be replaced free of all cost to the purchaser at site.

5.4 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY

6.1.0 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.

6.1.1 On satisfactory receipt of consignment in good condition by the respective consignee.

6.1.2 The delivery of the goods shall be completed within **40 (Forty) days** from the date of issue of Purchase Order or within **30(Thirty)** days from design approval by MTNL, whichever is later.

7. WARRANTY

7.1 The supplier shall warrant that the goods to be supplied shall be new and free from all defects and faults in materials used, workmanship and mistakes and shall be of the highest grade and consistent with the established and generally accepted standards for materials, quality & accuracy of printing and will be 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, arising from faulty material, design or workmanship.

7.2 If it becomes necessary for the Supplier to replace defective materials under this clause, the same shall be done within a reasonable time. **otherwise**, the purchaser may proceed to cancel the PO and get the material from the other supplier etc. at the purchaser risk & expenses. The performance security submitted by the successful vendor shall also stand forfeited by the purchaser without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

7.3 Replacement under warranty clause shall be made by the supplier free of all charges at consignee address.

8. PAYMENT TERMS.

8.1 The vendor would raise the invoice of gross value mentioning the HSN Code. However, the vendor would be liable to maintain a non-interest bearing security deposit equivalent to 5% value of the Goods supplied (excluding GST component) or for the value as mentioned in the

Bid Document/ Purchase Order valid for the period as mentioned in Bid Document/ Purchase Order. Accordingly, the purchaser would make the net payment of gross invoice value reduced by the security deposit alongwith 100% GST amount as per invoice and transfer the balance amount in the security deposit account of the vendor. Once the prescribed time has lapsed and the vendor has complied fully towards the performance of the contract, the security deposit would be refunded back to the vendor. However, in case of deficiency in performance of the contract including late delivery of goods, services, installation, commissioning etc., MTNL shall adjust the recoverable amount before releasing the security deposit.

- 8.2 100% payment (without retaining of 5% amount as security deposit) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of nine months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where such shortages/damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Unit Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order. In case, where the additional Bank Guarantee for 5% is not provided, then the payment will be settled as per clauses 8.1 mentioned above
- 8.3 Tax deduction at source (TDS) shall be deducted as per relevant provision of financial Act from govt. of India in time to time.
- 8.4 No Payment will be made for goods rejected.
- 8.5 The vender shall submit the following documents for payment:
- i) Invoice (in duplicate)clearly indicating break up Price CIF-destination and GST
 - ii) Photo copy of PAN in duplicate.
 - iii) ECS details of Bank.
 - iv) Delivery receipt in original duly signed and stamped by consignee
MTNL,Delhi & MTNL Mumbai both along with other relevant papers.
 - v) The E-waybill as prescribed in the GST law in case of movement of goods (for both intra-state and inter-state movement).
 - vi) Proof of payment of GST, if applicable.
 - vii) Supplier certificate for dispatch**
 - viii) Quality Test Report of the Papers for Wall Mounted Calendars from any Government/Government Approved Testing Labs
- 8.6 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.
- 8.7 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.

- 8.8 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.
- 8.9 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.
- 8.10 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
- 8.11 The successful tenderer will have to adhere to the delivery schedule strictly. This office reserves the right to cancel the purchase order if purchase order is not executed within the stipulated time and to place the order with next successive bidder. The Successful vendor, if faced with problems in timely delivery of services, which have dependencies on The Service Provider and which are beyond their control at any time before the final acceptance signoff, shall immediately inform this office in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable but not beyond 10 days subject to submission of additional PBG@5% of the Purchase order.

9. PRICES

- 9.1 (I) (a) Prices charged by the supplier for goods delivered under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- (b) In the case of revision of non-Creditable Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices. However, no increase shall be permitted.
- (II) (a) Prices mentioned in Col. 7 of the Price Schedule in Section-VII of the Bid Document once fixed will remain valid during the scheduled delivery period. Increase and decrease of non- Creditable Taxes will not affect the price during this period. The revision of Creditable Taxes (both increase& decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.
- (b) Any increase in taxes and other statutory non Creditable duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The revision of Creditable duties (both increase & decrease) shall be allowed while reimbursing the same in extended delivery period.

- 9.2** (i) Vendors should furnish the correct HSN classification under GST/Customs tariff Head in the Price Schedule. If the credit for Duties and Taxes under CGST Act read with ITC rules is found to be not admissible at any stage subsequently owing to wrong furnishing of HSN/Tariff Head or any other reason, then the vendors will refund such non-admissible amount, if already paid along with penalty if charged by the concerned authority.
- (ii) In case the Duties & Taxes which are non- Creditable as per the quotes indicated in the Price Schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CGST Act read with ITC rules, then the supplier is to submit necessary documents in this regard which may enable the purchaser to avail the Input credit provided such credit is still available for the amount so paid as per CGST Act read with ITC rules. However, in case the input Credit is not available for this amount, then the vendors will refund the amount equivalent to such Duties & Taxes if already paid to them
- (iii) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN/Tariff Head from the GST/Customs authority where the HSN/Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST/Customs Tariff notifications
- (iv) The Unit prices of items for any requirement for add-on orders shall remain firm. The duties/taxes shall be paid as per rates applicable at the time of placement of add-on orders (Both Creditable & Non-Creditable)..

10. CHANGES IN PURCHASE ORDERS

- 10.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) Designs or specifications of the goods to be supplied under the contract as being specifically manufactured for the Purchaser;
 - (b) Place of delivery
- 10.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within **TEN days** from the date of the receipt of the change in order.

11. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts 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.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close / cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 12.3
- (a)** If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall promptly notify to the Purchaser in writing the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period of performance of the contract subject to furnishing of additional bank guarantee in the format provided in Section – IX-A/Demand Draft, by the supplier @ 5% of the total value of the Purchase Order.
 - (b)** The vendor has to submit their request for extension along with the required additional BG, undertaking as per Clause 23 Section-III (Fall Clause). The decision regarding extension shall be communicated within two weeks of the receipt of request.
 - (c)** The initial validity of Additional Bank Guarantee shall be one year for supply of goods and 1½ years for turnkey project. The validity of Bank Guarantee may be extended if required.
 - (d)** The additional Bank Guarantee shall be released after three months from the date on which the equipment is supplied in case tender envisages only supply of goods.
- 12.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

13. 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.

13.1 The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 16.2 below.

13.2 While granting extension of delivery period as per clause 15, the liquidated damages shall be levied as follows:

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

(ii) Installation & Commissioning: Should the supplier 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 16.2(a) (i) shall not be applicable for durations(periods) which attract L.D. against clause 16.2(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 16.2 above.

13.3 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.

13.4 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.

13.5 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.

14. FORCE MAJEURE

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by 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 Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

15 TERMINATION FOR DEFAULT

15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 12.3,
- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 15.1 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 the performance of the contract to the extent not terminated.

16. 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 bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

17. ARBITRATION, APPLICABLE LAW AND JURISDICTION

Guidelines in respect of Arbitration clause in future contracts/agreements to be entered into by MTNL and its units/section including Civil and Electrical.

1. The clause to be incorporated in the agreements regarding arbitration between the parties (other than with other Central PSU, Government of .INDIA Departments/Organizations) will be as follows:-

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, then, such disputes or differences, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

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

(b) For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration' and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt of India or above.

(c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.

(d) For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both. the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who' shall act as the presiding Arbitrator;

(e) The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/Mumbai only.

f) In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s)

shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

(h) The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.

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

2. In all agreements/contracts to be entered into by MTNL with any other Central PSU or Central Government Department/organization in respect of any of the matter pertaining to any of the sections/units of MTNL including Civil/Electrical, if there is to be an Arbitration Agreement then such Arbitration agreement shall be an agreement to refer the dispute to AMRCD. The draft agreement to this effect will be as follows:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Contract between the parties, such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018."

18 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.

19. 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 than MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

- (d) It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier
- (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 availment of 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 availment of 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"

20. GST compliances

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than 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 and interest paid (if any) would be recovered from the supplier.

- (5) In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
- (6) Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier along with any applicable interest 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 adequate indemnity clause should be inserted to ensure that no loss of credit is borne by MTNL due to a default of supplier

21. 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 or penalty if any as applicable by GST law.

22. Movement of goods

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

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

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

23. Fall Clause

23.1 The prices will be governed as per provisions in Clause 9 of Section III. Further, if at any time during the contract;

- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/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 besides considering the forfeiture of his performance security and Additional Bank Guarantee.

- 23.2 (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 23.2 (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.

SECTION -IV

SCHEDULE OF REQUIREMENTS

Item description:

S.No.	Item	Quantity
1.	WALL MOUNTED CALENDARS FOR THE YEAR 2019 The theme for the same will be one of the following: <ul style="list-style-type: none">• DIGITAL India.• Festival of India• Pictures• Painting of Renowned Indian painters• Monuments of India• Any other with the approval of MTNL	10,000

SECTION -V

INDICATIVE TECHNICAL SPECIFICATIONS (Wall Calendar)

A	Size & Pages	14" X 19" - 6 sheets + 1 fly leaf + 1 PVC Transparent sheet (finished)
B	Paper	210 gsm Imported art card for six sheets. 100 gsm Imported art paper for fly leaf. PVC Transparent sheet cover of Standard thickness.
C	Colour	4 Throughout
D	Processing	12 No. of TP Full size
E	Design Layout	To be got approved from MTNL before production work.
F	Binding	Wire-O with Hanger either "Portrait" or "Landscape" formats as per purchaser's selection.
G	Packing	50% calendars without envelopes. And 50% one Calendar in each envelope of 15" X 20" (finished) printed with logo / text in 2 + 0 Colour on 140 gsm Super Print quality paper(packet contain packet/box of 25 calendars).
H	Delivery	1. 3000 pieces to MTNL Corporate Office at 9 CGO Complex Lodhi Road, New Delhi-110003 2. 3500 pieces to MTNL Office at K.L Bhawan,Janpath,New Delhi. 3. 3500 pieces to MTNL Office, Prabha Devi, V.S.Marg, Dadar(West) Mumbai -400028
I	Delivery Schedule	Within 40 days from the date of issue of Purchase Order or within 30 days from design approved by MTNL which ever is later.

SECTION-VI

BID FORM

Tender No.

Date.....

To

**DGM (EB&Mktg-II)MAHANAGAR TELEPHONE NIGAM LIMITED,
CORPORATE OFFICE
R.NO-2301, 2ND FLOOR,MDS
9,CGO COMPLEX,LODHI ROAD
NEW DELHI-110003**

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 delivery **10,000 Wall Calendars Only**, in conformity with the said 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 (.....) days and to complete delivery of all the items specified in the contract within (.....) days calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2018

Name and Signature -----

In the capacity of -----

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

Witness.....

Address.....

Signature

SECTION VII

PRICE BID FOR WALL MOUNTED CALENDARS

Item	Basic Price (Rs.)	GST		Price including GST (Rs)	GST Credit Eligible Amount	Net cost to MTNL excluding GST Credit Eligible Amount
		Rate (%)	Amt. (Rs.)			
1	2	3	4	5	6	7
<p>Wall Calendar (10,000 nos.) for the year 2019, having following specifications :</p> <p>Size & Pages : 14" X 19" - 6 sheets + 1 fly leaf + 1 PVC Transparent sheet (finished) 210 gsm Imported art card for six sheets 100 gsm Imported art paper for fly leaf. PVC Transparent sheet cover of standard thickness</p> <p>Colour : 4 Throughout Processing : 12 No. of TP Full size Binding : Wiro with Hanger</p> <p>Packing : 50% Calendars without envelopes. 50% one calendar in one envelope of 15" X 20" (finished) printed with logo / text in 2 + 0 Colour on 140 gsm Super Print quality paper</p> <p>Delivery (at agency's cost and under receipt) and each packet/box containing 25 calendars only :</p> <ol style="list-style-type: none"> 3000 pieces to MTNL Corporate Office at 9 CGO Complex Lodhi Road, New Delhi-110003 3500 pieces to Delhi MTNL Office at K.L Bhawan, Janpath, New Delhi. 3500 pieces to MTNL Office, Prabha Devi, V.S.Marg, Dadar(West) Mumbai -400028 						

Note: Evaluation: The evaluation shall be done on the basis of Net cost to MTNL excluding GST Credit-eligible Amount.

Design Layout: To be got approved from MTNL before production work.

Delivery Schedule: Within 40 days from date of P.O. or 30 days from design approvals by MTNL, whichever is later.

Dated this day of 2018

Name and Signature -----

In the capacity of -----

SECTION -VIII

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 WEof..... 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) Fail or refuses to furnish the Performance Security/DD*, 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 clauses 10.1 of section II of the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

SECTION- IX

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 **ONE YEAR** (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)

Note: Demand Draft may also be accepted of same amount as per clause 4.2 Section III, drawn in favour of "Mahanagar Telephone Nigam Limited" payable at Delhi/New Delhi.

SECTION-IX A
ADDITIONAL BANK GUARANTEE BOND

To

MTNL

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

_____ (office/Department) MTNL certifies that the Delivery Schedule related terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR (as specified in PO) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

- 5. We (name of the bank) _____ further agree with the MTNL that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

- 7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MTNL in writing.

Dated the _____ day of

for _____ (indicate the name of bank)

Witness:

1.....

2.....

SECTION -X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
[To reach DGM(EB&Mktg-II) before date of bid opening]

To

The DGM (EB&Mktg-II)
MAHANAGAR TELEPHONE NIGAM LIMITED,
.....
.....

Subject: Authorization for attending bid opening on _____
(date) in the Tender of _____

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids will be opened may be refused in case authorization as prescribed above is not recovered.

SECTION -XI

FOR DECLARATION BY Bidder in respect of NO NEAR RELATIVES IN MTNL

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

Signature
Designation & seal of Firm
Name & full Address of the Firm.

.....