

Notice Inviting Expression of Interest

**EOI No. MTNL/20-80(445)/2019-MM/EOI/Appointment of Consultant/Security Issues
Dated: 30.04.2019**

In its aim to tackle/ deal with the rising security related issues on various telecom networks and as per direction of Govt. of India, MTNL intends to appoint a consultant who will suggest the scope of network audit and certification keeping in view the various license amendments and other considerations. The consultant will also be responsible to strengthen the existing comprehensive security policy of MTNL applicable to all the telecom related service of the company. In view of this, bids are invited from the consultants / consultation firms to suggest MTNL the scope of network audit and certification and also in formulating a comprehensive security policy for MTNL. The important dates are given below:

Due Date of Receipt of bids	:	21.05.2019 up to 12:00 Hrs
Due Date of Opening (Techno-commercial bid)	:	22.05.2019 up to 12:30 Hrs

2. **e-Tenders** under Two-Bid system (Techno-commercial bid & financial bid) are invited from reputed Vendors fulfilling the qualifying requirements and as per details given below:
3. **BIDDER'S ELIGIBILITY CRITERIA: Please refer Clause 2 of EOI.**
4. Bid security in the form of bank guarantee will be **Rs 10,000/- (Rupees Ten Thousand only)**. The bid security shall be submitted before the scheduled date and time of opening of the bids. A scan copy of the bid security shall be uploaded along with the techno-commercial bid.
5. Intending bidders may download the tender document from the website <https://eprocure.gov.in/eprocure/app> or www.mtnl.in. However, cost of tender document **Rs 1,180/- (Rupees One Thousand One Hundred Eighty only)** (including GST @ 18%) **shall have to be paid** by bidders in the form of DD/pay order **drawn in favour of "MTNL" payable at Delhi**, before scheduled date and time of submission of bids or along with submission of bids.
6. The tender document may be issued to eligible bidders free of cost. Before issue of such documents for free of cost, the bidder needs to submit details of their registration with NSIC for the tendered item along with their approved 'Monetary limit'. Their eligibility as per the terms and conditions of the tender in question shall also be examined, and if they meet the conditions stipulated, they may be issued the documents free. If the value of procurement is more than their monetary limit, they are not entitled for free tender document.
7. The tender document shall be issued to MSEs (Micro & Small Enterprises) units/bidders registered with MSME free of cost, provided the tendered item is listed in the Registration Certificate of MSME.

8. This EOI does not constitute any form of commitment on part of MTNL. Furthermore, this EOI confers neither the right nor an expectation on any Company to participate in the proposed Project. MTNL reserves the right to reject any or all the applications (bids) received or stop the process of EOI at any stage, at its sole discretion, without assigning any reason.
9. Following documents in original in separate envelope should be submitted before the due date & time of submission of bids:
 - i) Bid Security.
 - ii) Power of Attorney to sign the bid.
 - iii) Pay order/DD for cost of EOI document.
 - iv) NSIC/MSME Certificate (if applicable),

(Balveer Singh)
DGM (MM)

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Expression of Interest (EOI) for conducting network audit & certification for Security related Issues of MTNL Delhi & Mumbai

1. INTRODUCTION

- 1.1** MTNL is a Government of India owned telecom service provider and is offering Telecom Services i.e. Fixed, Wireless (GSM, 3G/HSDPA etc) and Broadband etc to its esteemed customers in Delhi and Mumbai. MTNL is on the forefront of technology introduction starting from Electronic Fixed Line Exchange, Mobile Services, IPDSLAM, IP-MPLS, IPTAX, 3G/HSDPA etc. It is offering full range of telecom services / solutions like Voice, Data, Internet, Broadband, VOIP, NLD, ILD services and IPTV etc. from its vast fixed & mobile networks in its license service areas of Delhi and Mumbai.
- 1.2** Security of the various telecom networks and their contents has always been a challenging task for the operators. The variety of security threats faced by telecom providers has increased as they have expanded their offerings beyond circuit switched voice to packet switched data. Telecom service providers have dealt with service theft for years, but today's threats can be much more damaging than the payphone coin thefts of yesterday. Convergence of various telecommunication technologies has given rise to the security issues / threats and demands the operator(s) to take more stringent security measures to avoid theft of important data/voice.
- 1.3** Recently, Government of India has issued amendments to various License agreements for security related concerns for expansion of telecom services in various zones of the country. As per this, every telecom service provider shall have organizational policy on security and security management of its networks. Network forensics, Network hardening, Network penetration tests, risk assessment, actions to fix problems and to prevent such problems from reoccurring etc. should be part of the policy. Further, the licensees shall audit their network or get the network audited from security point of view once a year from a network audit and certification agency. For the purpose of carrying out network audit & certification, the agency should be certified to carry out the audit as per ISO 15408 and ISO 27001 standards.
- 1.4** In its aim to tackle/ deal with the rising security related issues on various telecom networks and as per direction of Govt. of India, MTNL intends to appoint a consultant who will suggest the scope of network audit and certification keeping in view the various license amendments and other considerations. The consultant will also be responsible to strengthen the existing comprehensive security policy of MTNL applicable to all the telecom related service of the company. In view of this, bids are invited from the consultants / consultation firms to suggest MTNL the scope of network audit and certification and also in formulating a comprehensive security policy for MTNL as per broad terms and conditions given below.

2 BIDDERS ELIGIBILITY CRITERIA

- 2.1** The Bidder must meet all of the following eligibility requirements. Bids of non-compliant bidders may not be evaluated technically or commercially. Documentary evidence will be required to be submitted by the bidder wherever asked for.

- (i) The bidder should be an Indian registered company / Agency shortlisted by CERT-IN for IT Security Audit.
- (ii) The bidder should have minimum Annual Turnover of at least Rs.5 Crores, in each of the last two financial years i.e. 2016-17 and 2017-18. The audited balance sheet of the agency / consultant for the last two financial years must be submitted along with the bid.
- (iii) Bidder should have team of well qualified and experienced Project Management Professionals. A list of professionals along with qualification and contact details (Telephone Number & E-mail address etc.) proposed to be associated with the MTNL project may be provided with the bid document in the format attached as **Annexure-7** of this EOI document. In case the proposed personnel would have to leave the bidder organization, bidder should replace with equally qualified personnel. In such cases, MTNL reserves the right to validate them.
- (iv) The bidder must have provided consultancy services for the network audit or carried out network audit of at least 2 networks in the area of Telecom / Wireless Networks / IT / Telecom Infrastructure Sharing in India in the last 3 years. The bidder must produce a satisfactory completion certificate from the customer stating that the consultancy project /assignment was concluded satisfactorily. A brief of major consultancy assignments to be submitted along with the bid in the format attached as **Annexure-8** of this EOI document.
- (v) The Consultant should have local office in Delhi/Mumbai. The details shall be given in the bid.
- (vi) The consultant should be registered for “Goods & Services Tax” and other requirements on taxation/ legal formalities.
- (vii) Minimum 5 persons should be allocated to MTNL for the assignment during the contract period, out of which at least 1 member should be at senior level, 2 members on middle level and 2 members on junior level. The experience of senior level consultant should be minimum 15 years, middle level consultant should be 10 years and junior level consultant should be 3 years in the relevant Telecom / Wireless Network /IT sector/Telecom Infrastructure Sharing. The bio-data of these professionals having details of qualification and experiences must be submitted along with the bid.

2.2 General requirements of the bidder :

The Consultant firm / agency should be well versed in the following areas:

- (i) Indian Telecom sector, Telecom policies, TRAI guidelines / regulations, DOT guidelines / regulations, UASL / CMTS / PSTN / Broadband and other licensing rules and provisions and other Government of India guidelines, “Cyber Security Assessment Framework” from time to time.
- (ii) All regulatory and legal matters regarding deployment of various Telecom/IT/ITES networks.

(iii) Knowledge of the Companies Act, 1956, Foreign Exchange guidelines. Indian and International accounting and audit practices etc.

(iv) The certification shall be done only from authorized & certified agencies those in India or as may be specified by the Licensor i.e. DoT.

2.3 All the above Eligibility Criteria mentioned under **Clause 2.1** above must necessarily be supported by relevant documentation such as purchase order copies, Annual reports, project sign-off document, customer reference list with contact details, customer certificate (s) etc. along with the bid. The Bidder should deliver the service and support directly. MTNL reserves the right to reject the bid in case all the documents specified above are not available with the techno-commercial bid.

3 Scope of Work:

The scope of work mainly includes consultancy services/Network Audit for both Delhi and Mumbai telecommunication & IT Networks (Fixed line, GSM, 3G, IT, Billing, Broadband, IPTV, VOIP etc) of MTNL. The scope of work for the bidder shall comprise of the following activities, which are indicative but not exhaustive:

(i) Stage-1:

- (a)** Study and evaluation of existing telecommunication and IT Networks (mainly Fixed line, GSM, 3G, IT/ITES , Billing, Broadband, IPTV, VOIP etc) deployed in MTNL Delhi and Mumbai.
- (b)** Bidder has to suggest the scope of network audit from security point of view and certification keeping in view the various license amendments and other considerations issued by DoT/TRAI/CERT-IN from time to time.
- (c)** The consultant will also be responsible to strengthen the existing comprehensive security policy of MTNL applicable to all the services offered by the company including (a) above.
- (d)** The consultant will submit a detailed report to MTNL in this regard clearly recommending the scope of network audit from security point of view and certification for carrying out network audit from security point of view of various networks of MTNL and submit comprehensive security policy to be followed by MTNL in future.
- (e)** The report of stage-1 shall be examined by MTNL management for its acceptance / rejection.

(ii) Stage-2:

- a)** The consultant firm either himself or by engaging some other agency, has to carry out network audit in MTNL as per finalized scope.
- b)** The network audit/certification shall be done only from authorized & certified agencies those in India or as may be specified by the Licensor i.e. DOT.

(iii) Stage-3:

Achievement of the goal/objectives of EOI as per scope of network audit from security point of view & certification. The successful bidder/consultant will be associated with MTNL till the network auditing of all the MTNL networks/services as listed above are over and submission of certification to DOT and suitable fool proof security policy is implemented in MTNL

4. TIME LINES FOR COMPLETION OF ASSIGNMENT:

4.1 Complete scope of work as per **Clause 3** above shall be completed as per the tentative time schedule given below:

Sl.No.	Activity / Mile stone	Delivery Schedule
1.	Stage-1	45 days from date of issue of Purchase Order to the Consultant
2.	Stage-2	120 days from date of approval / acceptance of the consultant's report.
3.	Stage-3	Achievement of the goal/objectives of EOI as per scope of network audit from security point of view & certification. The successful bidder/consultant will be associated with MTNL till the network auditing of all the MTNL networks/services as listed above are over and submission of certification to DOT and suitable fool proof security policy is implemented in MTNL

4.2 IN THE EVENT OF DELAYS IN COMPLETION OF THE ASSIGNMENT UNDER STAGES SEPECIFIED ABOVE, PENALTY OF 0.5% OF CONTRACT VALUE PER WEEK FOR THE FIRST 10 WEEKS & 0.7% OF CONTRACT VALUE PER WEEK FOR THE NEXT 10 WEEKS WILL BE LEVIED (MAX. 12% PENALTY). AFTER THAT MTNL WILL BE FREE TO CANCEL THE P.O.

4.3 In case, if the project gets delayed due to delay in taking decision / any activity on part of MTNL, appropriate / suitable extension of above delivery schedule / timelines will be given to the vendor. In such cases, the penalty will be imposed on to the consultant only for the delay on their part.

5. Bidders shall bear all costs associated with the preparation and submission of bids. MTNL, in no case, will be held responsible or liable for any cost to the bidders regardless of the outcome of the bidding process.

6. 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.

7. CLARIFICATION ON EOI DOCUMENT:

- 7.1** A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser on line by using the e-procurement website. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest by **10.05.2019**. The query (without identifying the source) and clarifications by the Purchaser shall be posted on e-procurement website <https://eprocure.gov.in/eprocure/app> information of all the prospective bidders.
- 7.2** 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.
- 7.3** The bidders are required to keep a watch on the e-procurement website <https://eprocure.gov.in/eprocure/app> w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders till a day prior to the opening of the tender. MTNL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.
- 7.4** MTNL, if required, may hold a Pre-Bid conference to discuss the queries raised by the prospective bidders. Venue, Date and time of the conference shall be displayed on the website.
- 7.5** The commercial and technical requirements of the tender are subject to revision depending upon the outcome of Pre-Bid conference. The prospective bidders are required to keep a watch on <https://eprocure.gov.in/eprocure/app> for any such revision.

8. AMENDMENT TO EOI DOCUMENT:

- 8.1** 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.
- 8.2** The amendments shall be displayed on e-procurement website <https://eprocure.gov.in/eprocure/app> and these amendments will be binding on all bidders.
- 8.3** 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.

9 DOCUMENTS REQUIRED ALONGWITH THE BID:

- 9.1** The following documents are required to be submitted along with the Bid:
- (i)** Documents in support of compliance to **Clause 2.1** above.
 - (ii)** Duly filled bid form in the format given under **Annexure-4** of this EOI document.

- (iii) A clause-by-clause compliance on EOI requirements. In case of deviations, a statement of the deviations and exception to the provision of the requirement shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. Major deviations may result into rejection of the bid.
- (iv) Bid security in accordance with **Clause 11**.
- (v) Plan of Work (POW) and Bar/Pert Chart with details of events/ activities and expected timeframe for completion of the assignment i.e. implementation schedule covering all the activities of the work.
- (vi) The bidder shall furnish proof of their ability to meet the objectives of the EOI.
- (vii) List of major clients, their contact details like Name and address of Organization, telephone Number, Fax Number, E-Mail addresses and any other references.
- (viii) Details of three successful executions of consultancy job for telecom/IT/ITES projects.
- (ix) The self-attested audited balance sheet of the agency / consultant for the last three financial years as per eligibility criteria.
- (x) Any other relevant information considered necessary for successful implementation of the proposed scope of work as per **Clause 3 above**.
- (xi) Authorization for submitting response against this EOI in case if the bid is submitted by any other person on behalf of the bidder.
- (xii) **Background of the firm : -**
 - a) Full particulars of the constitution, ownership and main business activities of the bidder.
 - b) Unabridged Annual Reports or Audited financial accounts for the last three financial years as per eligibility criteria.
 - c) Details of the pending litigation and contingent liabilities, if any, that could affect the performance of the bidder under the mandate, as also details of any past conviction and pending litigation against sponsors/ partners, Directors etc.
 - d) Details of any consultancy work undertaken in the Telecom/IT /ITES sector or in projects of a similar nature.

The above information including other general information of the bidder to be submitted along with the bid, strictly in the format given under **Annexure - 6**.
- (xiii) All the information sought above and any other additional relevant information considered necessary should be submitted by bidder.
- (xiv) As a part of their bid, the bidders are required to provide compliance table responding to each clause, sub clause, paragraphs and sub paragraphs of each part of this EOI following the same sequence and clearly indicating compliance or non compliance as applicable. **The bidder shall complete the compliance table only by using the terms “compliant” or “non compliant”. Any other terms such as “acknowledged”, “Noted”, “Complies except for” Or “Partially compliant” etc. shall not be used.** Bidders are requested to take utmost care while filling up the compliance sheet. Any bidder failing to submit the statement of compliance and all relevant documentation may be disqualified. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. **In case there is no deviation, “NIL” deviation statement shall be given.**
- (xv) An undertaking to the effect that all the information furnished in the bid and the certificates /documents submitted along with the bid are true and in case of any

false information / fake certificates/documents etc, the bid will be summarily rejected and legal action may also be initiated against the bidder.

- (xvi) Valid PAN
- (xvii) 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.
- (xviii) A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities.
- (xix) In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the vendor will indemnity to MTNL for any loss of eligible GST credit as quoted in the bid. Further in such cases MTNL reserve the right to revise the unit price in such a manner that total cost to MTNL post GST creditable amount remain the same after taking into account the loss of GST eligible credit amount.
- (xx) In case the bidder is registered under composite scheme, then bidder has to submit declaration to this effect along with bid document. After submission of bid, if bidder either become ineligible for composition scheme (Business turnover cross the Rs 75 lakhs annual limit) or voluntarily opt out of composition scheme then he should submit such declaration to MTNL immediately on occurrence of this event along with proof of approval from GST authorities in this regard.

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

8 BID FORM:

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per **Annexure-4**

10. BID PRICES

10.1 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.

- 10.2** The supplier shall quote as per price schedule given in **Annexure-3** for all the items given in schedule of requirement.
- 10.3** 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.
- 10.4** “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.

- 10.5 (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 10.5(a) whenever applicable.
- 10.6** 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.

11. BID SECURITY:

- 11.1** The bidder shall furnish, as part of his bid, a bid security for an amount of **Rs 10,000/- (Rupees Ten Thousand only)**. The Bid Security should be valid for a period of 180 days from the date of bid opening. (For details of returns/adjustments/forfeiting, refer to **Clause 11.5, 11.6 and 11.7** below). 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.

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

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

The scanned copy of the bank guarantee for bid security and NSIC/MSME certificate shall be enclosed by the bidder in its bid and original copy of bank guarantee shall be submitted to DGM (MM), MTNL Corporate Office, Room No. 5304, Mahanagar Door Sanchar Sadan, 9 CGO Complex Lodhi, New Delhi – 110003, before scheduled date and time of opening of the bids.

- 11.2 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 11.7**.
- 11.3 The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favor of the purchaser, **valid for a period of 180 days** from the date of quotation opening.
- 11.4 The bid not secured in accordance with **para 11.1 & 11.3** shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 11.5 The bid security of the unsuccessful bidder will be returned as promptly as possible, but not later than 45 days after the placement of firm Purchase Order by the purchaser or on expiry of the Bid-validity pursuant to **Clause 12** whichever is earlier.
- 11.6 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.
- 11.7 **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 27**.
 - (c) (i) In both the above cases, i.e. 11.7 (a) & (b), the bidder will not be eligible to participate in the MTNL tender for any item/product for one year from the date of issue of 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 **11.7(c) (i)** above, such bidder will also be deprived off from exemption in tender fee, exemption from payment of Earnest Money (Bid Security) and exemption from payment of Performance Security Deposited for next one year after they become eligible to participate in MTNL tenders.

12. PERIOD OF VALIDITY OF BIDS:

12.1 Bid shall remain valid for **150 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, the Purchaser may request in writing the bidder's unequivocal consent for extension(s) to the period of bid validity. The request and the responses there-to shall be made in writing. The bid security provided shall also be suitably extended. A bidder may refuse the purchaser's request of bid validity extension without forfeiting his bid security. The bidder accepting the request and granting extension will not be permitted to modify his bid.

13. FORMATS AND SIGNING OF BID

The Bid shall be typed or printed, numbered sequentially and shall be digitally signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. An index of various documents and page no. where it is available, shall be given. The letter of authorization shall be indicated by written **power-of-attorney**. The copy of power of attorney shall be enclosed along with the bid and original power of attorney shall be submitted along with Bid Security to DGM (MM) MTNL Corporate Office, Room No. 5304 Mahanagar Door Sanchar Sadan, 5th Floor, 9 CGO Complex Lodhi Road, New Delhi - 110003.

14. SEALING AND MARKING OF BID

14.1 Bids along with documents as indicated in **Clause 9** shall be digitally submitted in the format prescribed by MTNL. The supporting documents shall be suitably mapped along with the format.

14.2 Tender Opening: Tender will be opened online by the designated tender opening committee of MTNL on the scheduled date and time of opening of the bids. The representative of the bidders may attend the bid opening either online after logging on to website <https://eprocure.gov.in/eprocure/app> or at MTNL premise.

15. PROCEDURE FOR SUBMISSION OF BIDS

Bidders are required to familiarize themselves well in advance with e-procurement system and on line bidding procedure. Bidders are advised to upload their bid well in time to avoid last minute problem/error/mistake etc. **In case of any problem in uploading of bid on web-portal, M/s NIC (National Informatics Centre) an autonomous body under MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY may be contacted during business hours on working days.**

16. DEADLINE FOR SUBMISSION OF BIDS

- 16.1 Bids must be submitted on line on e-procurement website <https://eprocure.gov.in/eprocure/app> within specified scheduled date and time.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with **Clause 8** in which case all rights and obligations of the purchaser and bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.
- 16.4 Bidders are requested to submit hard copies in originals of following documents before due date & time of bid submission
- (i) Bid Security
 - (ii) Power of Attorney
 - (iii) Cost of tender document in DD / Pay order form
 - (iv) NSIC/MSME Certificate (if applicable),

17. LATE BIDS

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

18. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

19. BID OPENING

- 19.1 The purchaser shall open bids at **12:30 Hrs** on due date. The bidder's representatives (maximum two) who choose to be physically present at MTNL premises (Room No. 5304 Mahanagar Door Sanchar Sadan, 5th Floor, 9 CGO Complex Lodhi Road, New Delhi - 110003) shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- 19.2 If the date fixed for opening of bids, is subsequently declared as holiday by MTNL / Govt. of India, a revised date of opening will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening

20. CLARIFICATION OF BIDS

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

21. EVALUATION CRITERIA:

21.1 The evaluation of the bids will be done by MTNL in two parts. First the evaluation of techno-commercial bids will be done based on criteria given below.

21.1.1 MTNL shall evaluate the techno-commercial bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.1.2 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purpose of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the EOI Document without material deviations and contains all the documents / credentials as required in the tender document. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. The bids will be evaluated based on the documents / credentials available in the bid. Non availability of any of the document/credential along with the bid, to fulfill / meet the eligibility criteria and other terms and conditions of the EOI document will be considered as non fulfillment of eligibility requirement.

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

21.1.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a techno-commercial bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

21.1.5 A detailed evaluation of bids of all substantially responsive bids will be carried-out and a list of techno-commercially acceptable bids will be made by the purchaser. The financial bids of only the successful bidders will be opened ON_LINE in the presence of their authorized representatives.

21.2 The general criteria for financial evaluation of the bids will be as follows:

The Financial bids will be evaluated on the basis of net cost to MTNL but excluding GST Credit-eligible for the entire scope of work covered under the quotation. The bid will be submitted in Indian rupees only. 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. The financial bid shall be submitted strictly in the price schedule given in Annexure – 3.

- 21.3** During the course of evaluation, if felt necessary, MTNL at its discretion may call upon the bidder to give presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTNL.
- 21.4** The bids that do not meet all the tender requirements will be rejected.
- 21.5** The evaluation and comparison of responsive bids shall be done on the basis of Net cost to MTNL in excluding GST Credit-eligible Amount as given in price schedule.
- 21.6** The final price so evaluated for each bidder shall be ranked in ascending order and preference shall be given to lowest figure (L-1).

22. PRELIMINARY EVALUATION

- 22.1** Purchaser shall evaluate the bids to determine whether they are complete, whether any arithmetical errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 22.1.1** If the sum of components of the unit price adds up to an amount different from the quoted unit price, still the quoted unit price will be taken into account for evaluation. However, lower of the two prices i.e., quoted unit price or sum of the components of unit price shall be considered for ordering.
- 22.1.2** If the sum of total prices in table of **Annexure-3** is different than the actual sum, then the higher prices will be considered for evaluation of the bid and lower prices will be considered for ordering purpose.
- 22.2** **Arithmetical errors shall be rectified on the following basis:** If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, his bid shall be rejected.**
- 22.3** Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.4** A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 22.5** The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

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

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

23. OPENING OF PRICE BIDS

- 23.1** 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.
- 23.2** The bidder's name and bidder's quoted net cost to MTNL excluding GST credit – eligible amount (as given in price schedule of section-VII Part-II of the bid document) shall be announced at the time of opening of price bids.

24. CONTACTING THE PURCHASER

- 24.1** Subject to **Clause 20**, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by MTNL, the bidder's tender may be cancelled.
- 24.2** Any effort by a bidder to modify his bid or influence the Purchaser, in the Purchaser's bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.

25. AWARD OF CONTRACT: PLACEMENT OF ORDER

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

26. AWARD CRITERIA:

MTNL will award the Contract to the successful Bidder whose Bid has been determined to be lowest bid (L1).

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 rate contract with the 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 **Annexure-2** provided with the bid document

28. SIGNING OF CONTRACT

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

28.2 Upon the successful bidder furnishing performance security, pursuant to **Clause 27**, the Purchaser shall discharge the bid security in pursuant to **Clause 11**.

29. ANNULMENT OF LETTER OF INTENT / APO

Failure of the successful bidder to comply with the requirement of **Clause 28** shall constitute sufficient ground for the annulment of the award and 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 / fresh bids.

30. PERFORMANCE SECURITY

- (i)** The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser. The suppliers (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of performance security up to the amount equal to their monetary limit. In case of suppliers having monetary limit as "NO LIMIT", "WITHOUT LIMIT", or "MORE THAN Rs. 50 LAKHS", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.
- (ii)** 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.

- (iii)** The performance security bond shall be in the form of Bank Guarantee issued by a scheduled Bank.
- (iv)** 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.

31. Payment Terms: Payment shall be made in Indian rupees. The payment terms shall be as given below:

31.1 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% of the value of P.O. valid for 12 months. Accordingly, the purchaser would make the net payment of gross invoice value reduced by the security deposit along with 100% GST amount as per invoice and transfer the balance amount in the security deposit account of the vendor as per the payment mile stone defined under **Clause 31.3**.

31.2 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, integration etc., MTNL shall adjust the recoverable amount before releasing the security deposit.

In those cases, where shortages/damages are intimated to the supplier in writing, the **security deposit** 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 **security deposit** 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 **security deposit** for 5% is not provided, then the payment will be settled as per **Clause 31.1** mentioned above.

31.3 Payment Milestones

Milestone	Amount %
Completion of stage-1 as per clause 4(i) of this EOI.	20 % of the contract value (Excluding duties & taxes)
Completion of stage-2 as per clause 4(ii) of this EOI.	30 % of the contract value (Excluding duties & taxes)
Completion of stage-3 as per clause 4(iii) of this EOI.	50 % of the contract value (Excluding duties & taxes)

31.4 No payment shall be made to the consultant, if the report under pre EOI stage is incomplete. Further, All payments to the successful Bidder/consultant shall be made by MTNL upon submission of invoices along with the related documents relating to this assignment and acceptance of such invoices and documents by MTNL.

31.5 (i) 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.

(ii) 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.

- (iii) No payment of GST shall be made to those vendors, who are either not registered for GST or who are registered under Composition Scheme of GST.
- (iv) If status of a vendor 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.
- (v) 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.
- (vi) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

32. PRICES:

- 32.1 (i) (a)** Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
 - (a) 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. 8** of Price Schedule in **Annexure-3** of the Bid Document once fixed will remain valid during the scheduled delivery period. Increase and decrease of non- Creditable Taxes will not affect the price during this period. The revision of Creditable Taxes (both increase & decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.
 - (b) Any increase in taxes and other statutory non Creditable duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The revision of Creditable duties (both increase & decrease) shall be allowed while reimbursing the same in extended delivery period.
- 32.2 (i)** Vendors should furnish the correct HSN classification under GST/Customs tariff Head in the Price Schedule. If the credit for Duties and Taxes under CGST Act read with ITC rules is found to be not admissible at any stage subsequently owing to wrong furnishing of HSN/Tariff Head or any other reason, then the vendors will refund such non-admissible amount, if already paid along with penalty and interest, if any charged by the concerned authority.

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

33. GST INVOICE:

Tax Invoice terms:

- i. 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.
- ii. Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- iii. In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- iv. It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
- v. Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing the credit.
- vi. MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- vii. Supplier should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed timelines
- viii. 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.

- ix. It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL.

34. GST COMPLIANCES:

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier needs to ensure the following points:
 - i. Uploading appropriate invoice details on the GSTN within the stipulated time;
 - ii. Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.
 - iii. Supplier needs to pay the entire self-assessed tax on timely basis.
 - iv. Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied ,if any would be recovered from the supplier.
 - v. 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.
 - vi. Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.
 - vii. A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then indemnity **Clause 35** below shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

35. TAX INDEMNITY CLAUSE:

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

36. FORCE MAJEURE:

- 36.1** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock outs or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence

thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the MTNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

- 36.2** Provided also that if the contract is terminated under this clause, the purchaser shall have liberty to take over from the contract or 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 in possession of the contractor or at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

37. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

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

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

- (a)** Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs.20 crores, there shall be three Arbitrators.
- (b)** For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt of India or above.
- (c)** For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.
- (d)** For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.

- (e) The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/ Mumbai only.
 - (f) In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
 - (g) The Arbitration proceedings shall be in English language.
 - (h) The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
 - (i) No person other than the Empaneled Arbitrators of MTNL, shall be appointed as an Arbitrator to adjudicate the dispute.
- 37.1.3** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD(Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in **DPE OM No. 4(1)/ 2013-DPE (GM)/ FTS-1835 dated 22-05-2018 , dated 04.07.2018 and dated 11.07.2018.**

38. 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.

39. TERMINATION FOR DEFAULT:

- 39.1** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the consultant, terminate this contract in whole or in part.

- (a) If the consultant fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser..
- (b) If the consultant fails to perform any obligation(s) under the Contract; and
- (c) If the consultant, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- (d) In case of Security breach

39.2 In the event of Purchaser terminates the contract in whole or in part, pursuant to **Clause 39.1**, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the consultant shall be liable to the Purchaser for any excess cost for such similar goods. However, the consultant shall continue performance of the contract to the extent not terminated.

40. 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.

41. LEGAL JURISDICTION:

All legal disputes are subject to the jurisdiction of Delhi courts only.

42. FORE CLOSURE / RESTRICTION / DEVIATION OF CONTRACT:

If at any time after acceptance of the Bid, MTNL decides to abandon or reduce the scope of the work for any reason whatsoever, MTNL shall give notice in writing of the fact to foreclose or restrict the scope of work to the Consultant and the consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the work.

43. CONFIDENTIALITY:

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of MTNL. The bidder shall sign Non-Disclosure Agreement (NDA) as per **Annexure-9**.

44. Documents & reports prepared by the Consultant will become property of MTNL. All plans, drawings, specifications, designs, reports and other documents prepared by the consultant in performing the services shall become and remain the property of the MTNL, and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the MTNL. The Consultant shall not use them for any purposes without the prior written approval of the MTNL.

BID SECURITY FORM

Whereas..... (hereinafter called “the **Bidder**”) has submitted its offer dated..... against EOI dated..... KNOW ALL MEN by these presents that WE OF..... having our registered office atare bound unto MTNL in the sum of Rs..... for which payment will and truly to be made of the said MTNL, 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 Consultant on the Bid form or
2. If the bidder, having been notified of the acceptance of his bid by MTNL during the period of bid validity
 - (a) Fails or refuses to execute the Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Bank Guarantee, in accordance with the terms of EOI.

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

This guarantee will remain in force as specified in **Clause 11 and Clause 28.2** of the EOI Document upto and including **Thirty (30) days** after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority.
Name
Signed in Capacity of
Full address of Branch

Tel No. of Branch
Fax No. of Branch

PERFORMANCE BANK GUARANTEE

In consideration of the Mahanagar Telephone Nigam Limited, (hereinafter called 'MTNL') having agreed to exempt _____ (hereinafter called 'the said Bidder(s)') from the demand under the terms and conditions of an agreement dated _____ made between _____ and _____ for consultancy work of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said bidder(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 _____ (Bidder(s)) do hereby undertake to pay to 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 bidder(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 MTNL by reason of breach by the said bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to MTNL any money so demanded notwithstanding any dispute or disputes raised by the Bidder(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 Bidder(s)/consultant (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 MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with MTNL that 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 Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by MTNL against the said Bidder(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 Bidder(s) or for any forbearance, act or omission on the part of MTNL or any indulgence by MTNL to the said Bidder(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 Bidder(s).

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

Dated the _____ day of _____
for _____
(Indicate the name of bank)

PRICE SCHEDULE

Sl No.	Item	Basic Price (Rs.)	GST		Price including GST (Rs)	GST Credit Eligible Amount	Net cost to MTNL excluding GST Credit Eligible Amount (6-7)
			Rate (%)	Amt. (Rs.)			
1	2	3	4	5	6	7	8
	Consultancy charges for complete scope of work as per EOI						

NOTE:

1. 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 7. The vendor shall mention in the invoice prominently that it is under composition scheme under GST, ACT 2017.
2. 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 7.

BID FORM

EOI No.

Date:

To

DGM (MM) O/o GM MM,
Room No # 5304,
5th Floor, MDS, 9 CGO Complex,
Lodhi Road, New Delhi-03

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 deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence our services as per scope of work within (.....) months and to complete delivery of all the items specified in the contract within (.....) months calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 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 20--

Name and Signature -----

In the capacity of -----

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

witness.....

Address.....

Signature

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach DGM(MM) CO before date of bid opening)

To

DGM (MM)
Room No # 5304, 5th Floor, MDS, 9 CGO Complex,
Lodhi Road, New Delhi-03

Subject: Authorisation for attending bid opening on
_____ (date) in the EOI of-----.

Following persons are hereby authorized to attend the bid opening for the
EOI 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

Executive authorized to sign the bid

Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening.
Permission for entry to the hall where bids are opened, may be refused in case
authorization as prescribed above is not recovered.

GENERAL INFORMATION OF THE BIDDER

The name of the Bidder	
Address of Registered office	
Registration Number and Registration authority	
Year of Incorporation	
Legal Status (Company/Partnership/Proprietorship etc.)	
Collaborations, if any	
Full particulars of the constitution, ownership and main business activity of the bidder	
Business Address for correspondence in India	Location:
	Street: City:
	Pin/Zip Code:
	Telephone/Facsimile:
	Email:
	URL:
Name of the contact/ Authorized person	
Contact's Designation	
Contact address if different from above	
Details of Bid Security furnished	Amount
	Date
	Bank & Branch
	Validity of BG
Other Office location in India And addresses	
Details of pending litigation and contingent liabilities of the firm, if any .	
Details of any past conviction and pending litigation against sponsors / partners, Directors etc.	
Details of any consultancy work undertaken in the telecom/IT sector or in projects of similar nature.	

Proof to be enclosed for all of the above information.

PROFILES OF KEY PEOPLE PLANNED TO BE DEPLOYED FOR THIS PROJECT

Item	Details	Attachment reference for additional information
Proposed position /role in this assignment (will be deployed/associated)		
Name		
Qualification		
Current job title & responsibilities		
Experience in years		
List of all the Tasks proposed to be assigned in this consultancy		
Summary of Professional/Domain experience		
Highlights of assignments handled and significant accomplishments		
Period of association with the present firm		
Specify whether on the pay rolls of the firm		
Educational Background/Training/Certifications etc.		

**BRIEF ON MAJOR CONSULTANCY ASSIGNMENTS (To be submitted on the Official
Letterhead of the bidder)**

Undertaken : In last 3 financial years (please fill separately for each of assignments)

Name of assignment :

Name of Client :

Location of Assignment :

No. and Names of personnel deployed :

Originally agreed time to complete the assignment in months

Actual time taken to complete the assignment in months

Scope of work of assignment in detail :
(may attach sheets)

Deliverables of the assignment. :

(Signature of contact person on
behalf of the organization)

MUTUAL NON- DISCLOSURE AGREEMENT

(Date & Month)

This Agreement is made as on the between Mahanagar Telephone Nigam Limited (MTNL), a Government of India Enterprise, having its registered and Corporate office at **MDS Sadan, 9 CGO Complex, Lodhi Road, New Delhi** (hereinafter called **MTNL** which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns) and M/s.------(Lead Partner) a company having its registered office -----herein after called "The bidder" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in Exhibit A (the "Business Purpose"), MTNL and M/s. ----- recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in EOI No. ----- and Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (" Confidential information"). Information consists of certain specifications, designs, plans, drawings and /or technical information subscriber data/subscriber profiles/billing information etc, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (" Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s. ----- and MTNL hereby agree that during and after the Agreement Period:
 - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to

comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.

- b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate which:-
 - a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
 - e) is disclosed with the prior consent of the disclosing party; or
 - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable

harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of the agreement, the said matter or dispute, difference shall be referred to sole arbitration of Chairman of MTNL or any other person appointed by him. In the event of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman MTNL shall appoint another person to act as Arbitrator in place of out going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s. ----- will have No Objection in any such appointment, that arbitrator so appointed is employee of MTNL. The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or re-enactment there of any rules made thereof.
12. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.

The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

13. This Agreement will remain in effect during the currency of agreement & shall survive expiry of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

(M/s.-----)

Mahanagar Telephone Nigam Limited (MTNL)

Signature_____

Signature_____

Printed Name: _____

Printed Name:_____

Title: _____

Title: _____

Exhibit A

1. Business Purpose: **Franchise Agreement for consultancy services related to security issues for Delhi and Mumbai telecommunication and IT Networks of MTNL.**

2. Confidential Information of M/s.-----
 - NIL

3. Confidential information of Mahanagar Telephone Nigam Limited (MTNL):
 - Customers Profiles, Billing details, Customer data etc.
 - Technical Specifications
 - All network details
 - All information shared in oral or in written form by MTNL with M/s-----
-----.
 - Information downloaded or taken in physical form shall not be copied and will be returned /destroyed after use.

MTNL: _____

M/s -----.

Signed

Signed