



**MAHANAGAR TELEPHONE NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

No. MTNL/CO/GM (Tech & Plg)/POC/Smart Pole/18-19
Dated: 16.03.2019

Notice Inviting Quotation

To,

Prospective Suppliers.

Subject: Notice Inviting Quotation (NIQ) for conducting Proof of Concept (POC) of Smart Pole along with cabinet for housing various equipment on Cost basis in MTNL Delhi.

- 1.0 Mahanagar Telephone Nigam Limited (MTNL) invites sealed quotations from reputed & experienced Manufacturer(s) / Authorized Agency (ies)/ Contractor(s)/ firms/ dealers for Smart Pole along with cabinet for housing of various equipment on Cost basis for POC purpose in MTNL Delhi.
- 2.0 **DEFINITIONS:**
- a) **"The Purchaser"** means the Mahanagar Telephone Nigam Limited (M.T.N.L.).
- b) **"The Bidder"** means the individual or firm who participates in this Notice Inviting Quotation (NIQ) and submits its bid/price quote.
- c) **"The Supplier"** means the individual or firm supplying the goods/providing services under the contract.
- d) **"The Goods"** mean all the Hardware, Software and other materials which the supplier is required to supply/provide to the purchaser under the contract for commissioning/proper operation of the ordered system / Equipments and also includes any spares for the equipment.
- e) **"Advance Purchase Order (APO)"** means letter indicating the intention of the purchaser to place Purchase Order on the bidder.
- f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier, duly signed by the Purchaser and includes all attachments and appendices hereto and all documents incorporated by reference therein. The purchase order shall be deemed to be the contract, which is defined below.
- g) **"Contract"** means the agreement between MTNL and the successful bidder called Contractor for the execution of the works including supply of all documents to which reference may be made in order to ascertain the rights and obligations of the parties and shall include the Instructions to bidders, General Terms and Conditions of the Contract, Addenda, Supplementary Agreement(s) (if any) as part of the Contract.

Xu Roy

- h) **"The Contract Price"** means the price payable to the supplier under the purchase order for the complete fulfillment and proper performance of its contractual obligations to the satisfaction of MTNL.
- i) **"Contract Date"** means the date on which the Contract comes into effect.
- j) **"Certificate of Acceptance"** means the certificate issued by MTNL to the Contractor upon completion of the acceptance tests of the Equipment/works.
- k) **"Site"** means the place(s) other than the Contractor's premises, to which the ordered Equipment(s) and / or System(s) are to be delivered and installed.
- l) **"Variation Orders"** means a written agreement entered between the parties varying the items mentioned in the Schedule of Prices.
- m) **"Works"** means the jobs undertaken by the Contractor in order to complete the tasks falling within the scope of the Contract.
- n) **"Commissioning"** means successful completion of acceptance testing procedures as may be prescribed by MTNL and three (3) days of trial operation (Stabilization Period), thereafter.
- o) **"Smart Pole"** means **Smart Pole along with cabinet for housing of various equipment.**

3.0 Various terms and conditions for submission of quotations will be as follows:

3.1 ELIGIBILITY CRITERIA:

3.1.1 The bidder should be Indian registered company. The invitation of sealed quotation is open to all the agencies involved in supply of smart pole and have successfully completed the work of installation of at least 50 nos. of smart poles during last 3 years (put together) on the date of submission of quotation. Performance certificate for the smart pole is duly attested by Authorised signatory of respective organization(s) to be enclosed along with the bid / quotation.

3.1.2 The bidder should have a minimum turnover of Rs. 50 Lakh each in last two financial years i.e. 2016-17 & 2017-18. The bidder shall submit audited balance sheets / annual reports in support of turnover. In case audited balance sheet for the year 2017-18 is not available, the turnover of previous year i.e. 2015-16 will also be considered for meeting the eligibility criteria. Further, in case the bidder is Indian subsidiary of foreign OEM of the proposed item for procurement, for the purpose of eligibility criteria on financial strength, turnover of the OEM will also be considered.

3.2 **PROCEDURE FOR SUBMISSION OF QUOTATION:** Sealed quotation on the official letter head of the vendor duly signed by their authorized signatory and sealed properly



shall be submitted to the office of DGM (MM) MTNL CO Room No # 5304, 5thFlr, MDS, 9 CGO Complex, Lodhi Road, New Delhi-03. **on or before 12:00 Hrs of 28/03/2019**. The late quotation will not be accepted and returned back to the vendor unopened.

- 3.3 OPENING OF QUOTATION:** The sealed quotations will be opened at 12.30 Hrs on the same day i.e. on **28/03/2019** by designated committee of MTNL in the presence of vendors' representatives. The vendor's name and quoted net cost to MTNL excluding GST credit – eligible amount, as given in price schedule shall be announced at the time of opening of quotations.
- 3.4 EVALUATION OF VENDORS' QUOTES:** The evaluation and comparison of responsive bids/quotation shall be done on the basis of Net cost to MTNL, excluding GST Credit-eligible Amount as given in price schedule (**Annexure-II**) and meeting the eligibility criteria as per clause 3.1 above.
- 3.5 AWARD CRITERIA:** MTNL will award the contract to only one successful vendor, whose quote has been determined to be substantially responsive, technically and commercially acceptable and has been determined as the lowest evaluated price quote.
- 3.6 NOTIFICATION OF AWARD / ISSUE OF ADVANCE PURCHASE ORDER:** The issue of an Advance Purchase Order (APO) for **Smart Pole** shall constitute the intention of MTNL to enter into contract with the successful bidder for supply, installation & commissioning of the item as per schedule of requirement (**Annexure-I**). **The vendor shall within 14 working days of issue of the advance purchase order**, give his acceptance along with Performance security in the form of Bank Guarantee (PBG) of Total value amount of the contract. Failure of the successful vendor to submit performance security shall constitute sufficient ground for the annulment of the APO. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank in the format given in **Annexure-IV**.
- 3.7 AWARD OF CONTRACT:** The Purchaser shall award the contract and issue the purchase order for commercial supplies only on the successful bidder after acceptance of APO & submission of PBG of requisite amount by the bidder.
- The basic unit price quoted by the bidder for Smart Pole along with cabinets will remain firm for one year after acceptance of APO by the successful bidder.
- 3.8 SCOPE OF WORK: The work shall comprise of the following activities, which are indicative but not exhaustive:**
- a. The successful bidder shall be responsible for Supply, Installation, Testing & Commissioning of the item mentioned in the schedule of requirement and other associated material required for commissioning of Smart Pole in MTNL Delhi as per the technical specifications given in the QCN. For successful commissioning, vendor has to supply additional material (which is not mentioned in quotation) free of cost, if any.
 - b. The offered solution and other materials given in POC contract including supplied cabinet shall have provision for existing equipment /new equipment and racks of cabinet must be of modular design as per Technical specification given in the QCN.

XG Roy

3.9 WARRANTY: The period of Warranty for the supplied Smart poles by the vendor shall be three years from the date of commissioning.

3.10 Technical specifications: The broad Technical specifications for the supplied smart poles are as follows:

3.10.1 Weight of smart Pole=350 Kg(Approx.)& Weight of Cabinet=1250 Kg(Approx.)

3.10.2 Dimension of the Smart Pole

- a) Height=12 meters
- b) Outer dimension of smart pole =182 mm
- c) Inner dimension of smart pole =177 mm
- d) Pole should be made of galvanized (HT)Iron of Minimum 5mm thickness(6 gauge) painted with PU paint (life of paint 10 years minimum).
- e) Provision of Antenna covering with suitable camouflage.
- f) Installed Smart pole should be capable of withstanding wind speed upto 170 Km/hr.

Note: The bidder shall submit design of Pole duly certified by a Government registered structural Engineer.

3.10.3 Cabinet housing dimension (diagram attached as Annexure-III)

- a) Cabinet must be IP 65 rating compliant
- b) Racks of cabinet must be of modular design as per MTNL customized requirement.
- c) Power distribution device provision should be in above space marked for power plant in diagram (as DCDB, MCB etc.)
- d) Provision of lighting preventing protector should be made
- e) Provision of suitable exhaust fans should be made.
- f) Cabinet shall be made of galvanized (HT)Iron sheet of 10 gauge (3.5mm) thickness painted with PU paint(life of 10 years) with base plate of 6 gauge (5mm thickness).

3.10.4 Plinth dimension

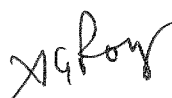
- a) Grade of Concrete- M25, , RCC- 1:1.5:3 and PCC-75mm
- b) Provision of 8 numbers of PVC pipe (size 110mm) in plinth for insertion of cable.

Note: The bidder shall submit design of Foundation for commissioning of the Smart pole duly certified by a Government registered structural Engineer.

3.11 DOCUMENTS ESTABLISHING supplier's ELIGIBILITY & QUALIFICATION

The supplier shall furnish, the following documents as part of the documents for establishing the supplier's eligibility:

- a) Certificate of incorporation
- b) Valid PAN.
- c) Valid Goods and Services Tax Identification Number (GSTIN). If supplier has opted Composition Scheme under GST, it should be clearly mentioned by supplier in document. In case the supplier 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.
- d) A self-declaration along with the evidence that the supplier is not black listed by GST or erstwhile indirect tax authorities.



- e) 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 GST eligible credit amount.
- f) Documents/ Undertaking in support of meeting the various technical requirements
- g) The supplier shall furnish Annual Report and /or a certificate from its bankers as evidence that he has financial capability to perform the contract.

In order to enable the Purchaser to assess the provenness of the system offered, the supplier shall provide documentary evidence regarding the system being offered by him.

3.12 PATENT RIGHTS:

The supplier shall indemnify the purchaser against all third-party claims/actions of infringement of patent, trade mark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

3.13 PERFORMANCE SECURITY:

- a) Vendor has to furnish performance security to the purchaser in the form of bank guarantee for an amount equal to the total value of APO, within 14 days from the date of placement of Advance purchase Order (APO) by the Purchaser, valid for a period of 1 year from the date of APO. This security bond will be discharged by the Purchaser after six months of successful commissioning of the smart pole and submission of additional PBG of 5% of total value of PO, valid for three and half years from the date of commissioning (warranty period).
- b) 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 authorized to raise an 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.

- c) The performance security bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided as **Annexure-IV**:

3.14 Payment Terms: Payment shall be made in Indian rupees. The payment terms shall be as follows:

XG Roy

3.14.1

- a) 40% of the cost (alongwith GST on 100% invoice value) will be paid in advance after award of purchase order.
- b) 60% of the cost (excluding GST) will be released on successful commissioning of smart poles.

3.14.2:

- a) Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- h) Price quoted shall be inclusive of components, both ways freight charges, packaging, labour charges & all other costs.
- i) The supplier shall not charge for not-repairable/ Burn units.

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

- a) Invoice clearly indicating break up Price CIF-destination and GST.
- b) Delivery Challan, if applicable
- c) Supplier certificate for dispatch
- d) The E-waybill as prescribed in the GST law in case of movement of smart pole (for both intra-state and inter-state movement), if applicable
- e) Proof of payment of GST, if applicable.
- f) Consignee receipt.

AG Roy

3.15 Delivery schedule for Smart Pole along with cabinet for housing of various equipment:

The supply/delivery, Installation, Testing & Commissioning of proposed Smart pole with cabinet shall be completed within **45 days** from the date of the award of PO at designated MTNL site locations in Delhi.

3.16 PENALTY:

If the supplier fails to adhere to delivery schedule as specified under para 3.15 above, penalty equivalent to 0.5% of the value of the order 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 order for each week of delay or part thereof for another TEN weeks of delay. The total value of the penalty as shall be limited to a maximum of 12% (Twelve percent) for the value of Purchase Order.

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 Quotation Call Notice (QCN)s floated by Units and by the CMD in case of Quotation Call Notice (QCN)s floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

3.17 PRICE SCHEDULE: Vendors are required to quote prices of every individual items and works required for supply, installation, testing & commissioning of the proposed Smart pole at designated MTNL site locations as per **Annexure-II**. These prices will be firm during entire contract period. MTNL is free to place order for any extra requirement (if required) of these items at the quoted price during the contract period.

3.18 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.

- a) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- b) 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.
- c) 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.
- d) 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.
- e) MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- f) 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.

Xafm

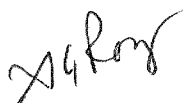
- g) In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.
- h) In case of supply of goods, place 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.
- i) It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL.

3.19 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 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

3.20 Acceptance Testing: - Procedure for Acceptance Testing shall be as per the following :

- a) To establish the compliance to the specifications / requirement as envisaged in the quotation for supply of smart poles. The acceptance testing is to be arranged in the Delhi for one smart pole location only.



- b) At the time of Acceptance of APO, the successful bidder will provide the list of tests, which are proposed to be conducted during the acceptance testing, to test the conformance of the equipment to the technical specifications. The tests which could not be conducted / demonstrated during acceptance testing, the bidder will submit a certificate along with the factory test results of such tests. However, MTNL reserves right to depute its team to conduct such type of test cases in the lab environment at OEM premises. All expenses including TA/DA etc. for the testing team of MTNL will be borne by MTNL.
- c) The Supplier shall provide, at his own cost all the testing/measuring equipments/instruments as required for all the tests to be conducted for Acceptance testing of the supplied equipments.
- d) Any deficiency found in performance during Acceptance testing of the system as per the NIQ requirement, the same shall be rectified by the supplier immediately.
- e) Any additional test equipment deemed required during validation testing shall be arranged by the bidder at no cost to MTNL, so as to complete the testing as per the specified time schedule in this document.
- f) Any components or modules failing during the acceptance testing shall be replaced at no extra cost to the Purchaser at site by the supplier. These shall be shipped within two weeks of the initial reports. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- g) When the Acceptance testing called for have been successfully carried out, the ultimate consignee will issue a Taking over Certificate (TOC) to the supplier. The ultimate consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within four weeks of successful completion of tests.
- h) After successful carrying out of Acceptance testing as per preceding clauses; MTNL will certify the equipment as fit for commissioning & issue the TOC.

3.21 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 and/or penalty, if any as applicable by GST law.



3.22 Movement of goods:

It shall be supplier's (registered under GST) responsibility to issue GST compliant E-way bill for movement of Smart pole/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 smart pole/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.

3.23 FORCE MAJEURE:

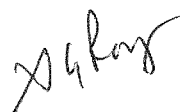
3.23.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the MTNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

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

3.24 TERMINATION FOR DEFAULT:

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

- a) If the supplier fails to deliver any or all of the smart pole/goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.11.



- b) If the supplier fails to perform any obligation(s) under the Contract; and
 - c) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 45 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.
- 3.24.2** In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 3.21. the Purchaser may procure, upon such terms and in such manner as it deems appropriate, smart pole/goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the supplier and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against his any dues under the contract or any previous contract.
- 3.25 TERMINATION FOR INSOLVENCY:**
- The Purchaser may at any time terminate the contract by giving written notice to the Supplier, without compensation to the Supplier, if the supplier becomes unwilling, bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 3.26 ARBITRATION, APPLICABLE LAW AND JURISDICTION:**
- 3.26.1** All the disputes, differences, controversies / differences of opinions, breaches and violation arising from the Agreement between parties shall be resolved by mutual discussions / reconciliations in good faith.
- 3.26.2** If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to the sole arbitration of any person appointed in terms of the provisions of Arbitration and Conciliation Act 1996 (As amended from time to time) by the Chairman and Managing Director, MTNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of any person appointed by such officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman and Managing Director, MTNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer)., In the event of such an Arbitrator to whom the matter is referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the Chairman and Managing Director, MTNL or the said officer shall appoint another person to act as an Arbitrator and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 3.26.3** The Arbitration and Conciliation Act, 1996 as amended from time to time and the

24/10/18

rules made there under shall be deemed to apply to the arbitration proceedings under this clause.

3.26.4 The venue of the Arbitration proceedings shall be Delhi, as the case may be.

3.26.5 The commercial disputes between Central Public Sector Enterprises inter se and Central Public Sector Enterprise(s) and Central Government Departments shall be settled through PMA in the Department of Public Enterprises the guidelines for which have been circulated by DPE vide letter No. 4(1)/2011-DPE (PMA)-GL dated 12.06.2013.


In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

3.27 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,

Yours faithfully,


(Balveer Singh)

Dy. General Manager (MM)



Schedule of Requirement (SOR) for Proof of Concept of proposed Smart Pole

S.No.	Description of Items	Quantity
1	Smart pole alongwith cabinet for housing of various equipment	2

Note:

1. The equipment offered shall meet the technical specifications as mentioned in document.
2. Any other item(s) / accessories/ Works/ not covered above but essential for successful installation, testing & Integration of supplied equipment / element in the MTNL network should also be added in the price schedule by the bidder. In case if any additional item is required for successful installation & operation of items given above, which is not mentioned by the bidder in it's bid, the same shall be supplied by the bidder free of cost to MTNL.
3. The bidder shall provide itemized price schedule required for Supply, Installation & Commissioning and other associated material as required for commissioning of Smart Pole along with cabinet housing of various equipment as per the technical specifications given contract document.

20/10/15

ANNEXURE-II**A. PRICE SCHEDULE FOR INDIGENOUS EQUIPMENT (Table-1)**

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

NOTE:

1. "We hereby certify that HSN code shown in Col. 3 are correct & Input Tax Credit for the amount shown in Col. (8) and (9) above is admissible as per GST Rules".
2. The bidder shall quote separately for hardware and software as per special conditions of the contract.
3. In case the bidder is registered under composite scheme then no GST shall be payable. Bidder should make declaration in bid document with regard to being a Composition Dealer under GST and fill the amount as "NIL" in the column "GST Credit Eligible" in column 12. The vendor shall mention in the invoice prominently that it is under composition scheme under GST, ACT 2017.
4. The bidder submitting the offer with concessional Goods and Services Tax (GST), shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to MTNL it shall be included in the price of the goods/services and "NIL" amount be mentioned in the column "GST Credit Eligible" in column 12.

B. PRICE SCHEDULE FOR IMPORTED EQUIPMENT (Table-2)

SI. No.	Item Description	CUSTOM TARIFF HEAD	Quantity	Unit Price eligible for basic Custom Duty	Basic Custom Duty component		Basic Unit Price CIF -destination inclusive of Freight, Forwarding, Packing , insurance and any other incidental charges	Discount offered if any	Basic Unit Price CIF -destination inclusive of Freight, Forwarding, Packing , insurance and any other incidental charges after discount if any	IGST		Unit Price inclusive of BCD & IGST	Total Price (4 x 12)	GST Credit Eligible Amount	Net cost to MTNL excluding GST Credit Eligible Amount (13-14)
					%	Amount				%	Amount				
1	2	3	4	5	6a	6b	7	8	9	10	11	12	13	14	15

NOTE:

1. "We hereby certify that Customs Tariff Head shown in Col. 3 are correct and IGST rates and the amount shown in Col. (10), (11) above is correct. The amount as mentioned in Column (14) is admissible as per GST credit Rules".
2. The bidder shall quote separately for hardware and software as per special conditions of the contract.
3. "The bidder submitting the offer with concessional Integrated Goods and Services Tax (GST) shall submit the proof of applicable concessional IGST. In case the concessional IGST 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 14.
4. In case of bidder registered under Composite Scheme of GST or any rule/notification where the MTNL is not eligible for input tax credit then the bidder should not disclose any amount in column (10) and (11) and also fill the amount as "NIL" in the column "GST Credit Eligible" in column 14.

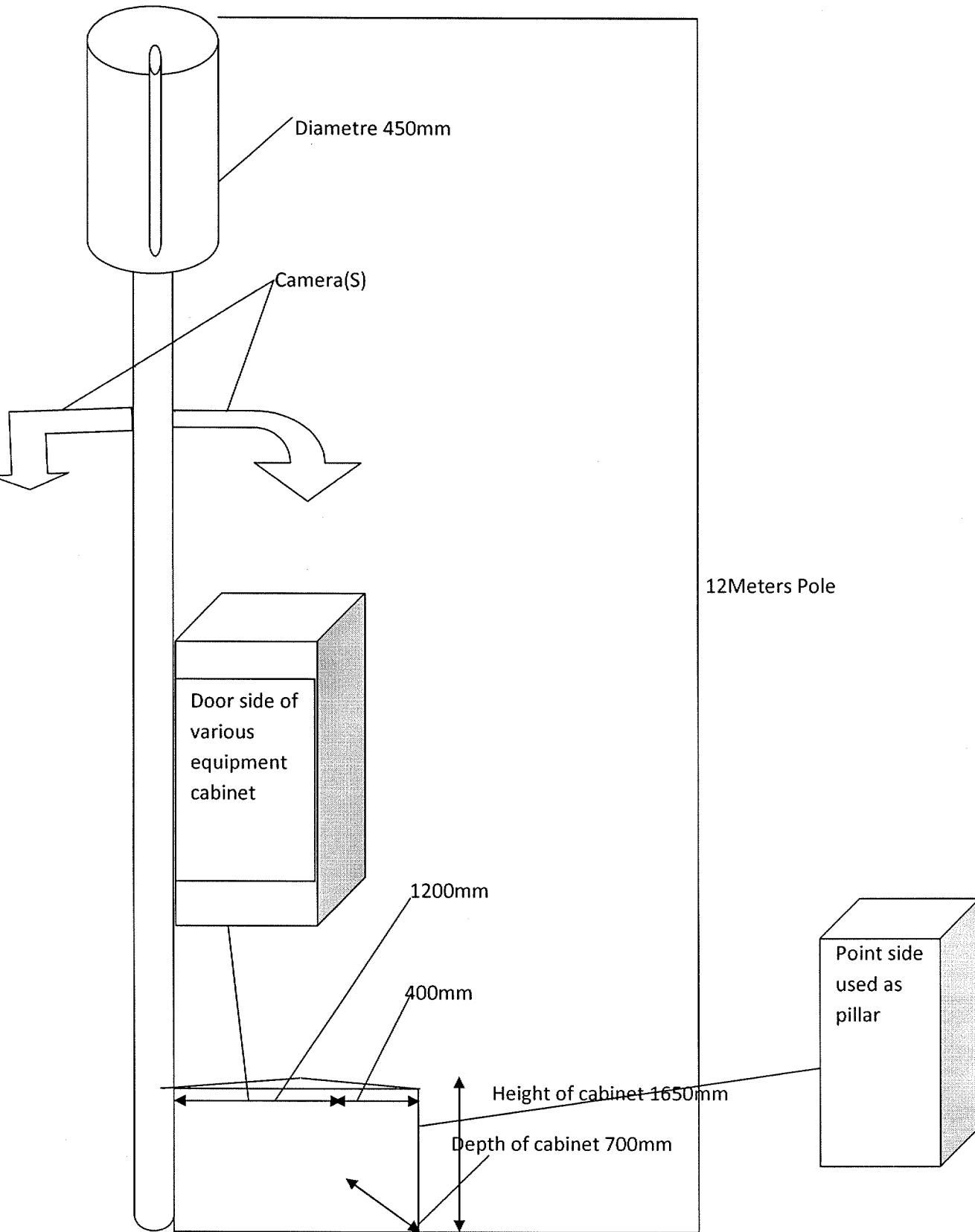
Signature

C.FINAL COST OF THE PROJECT (TABLE- 3)

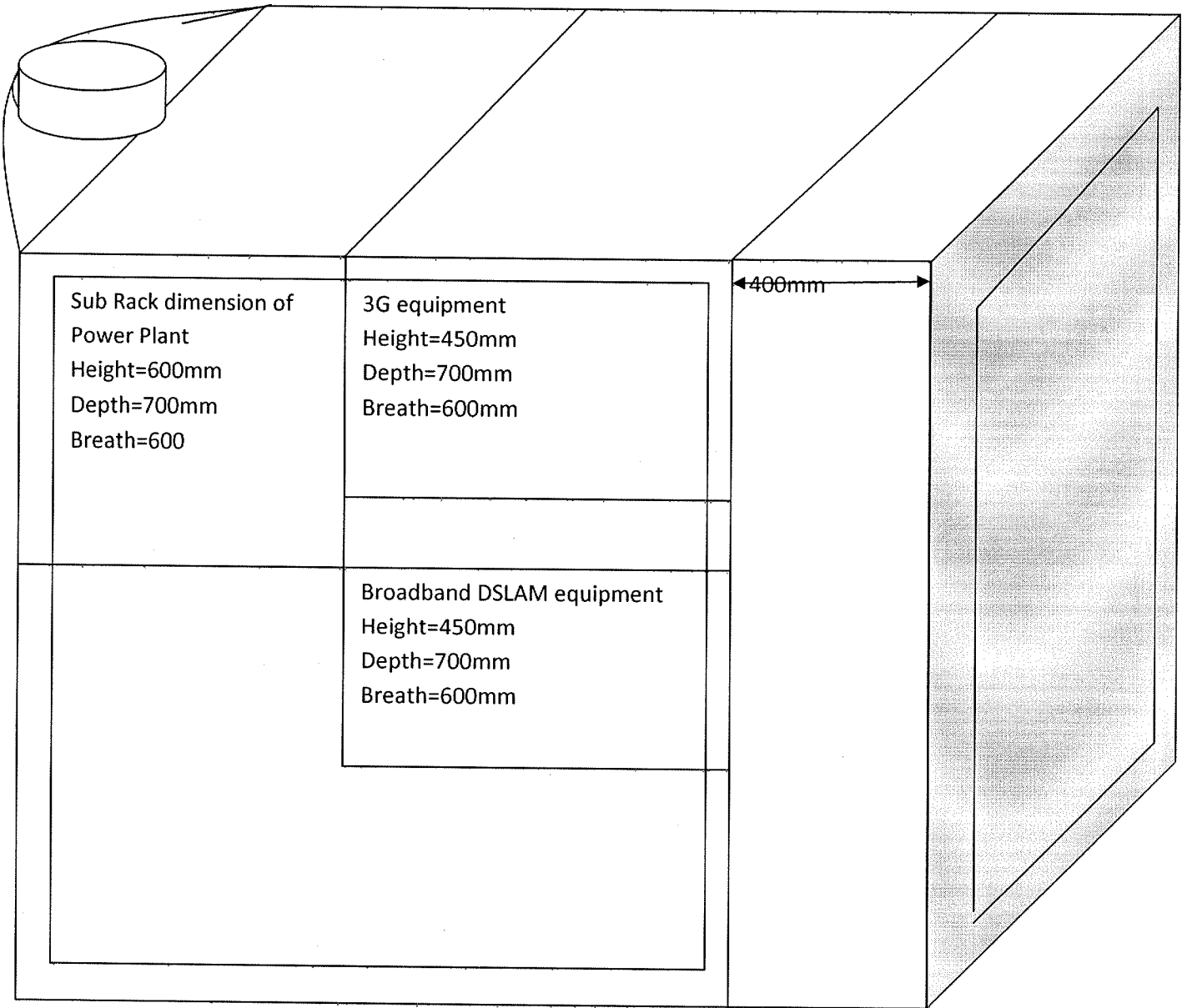
Sl. No.	Item	Total Price (after all discounts and all expenses & incidental charges) including all duties & taxes (Rs.)	GST Credit Eligible Amount	Net cost to MTNL excluding GST Credit Eligible Amount [3-4] (3-4)
1	2	3	4	5
1	Total equipment price for Indigenous equipment (Table-1)	As per column 11 of Table-1	As per column 12 of Table-1	As per column 13 of Table-1
2	Total equipment price for Imported equipment (Table-2)	As per column 13 of Table-2	As per column 14 of Table-2	As per column 15 of Table-2
4	Grand Total			

AG Ray

Annexure-III-1



ZK Poo



24/10/17

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 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 performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as

Signature

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)

