

To,

**Ref: Tender Notice No. MTNL/20-80(443)/2019-MM/AMC of CBCRM-H/W Dated 17.05.2019 for support & maintenance of existing, hardware of CDR based billing & CRM system in Delhi and Mumbai**

Dear Sir,

Please find enclosed the following bid documents in original to be used for submission of the bid.

Sl. No.	TITLE	Section No.	Page No.
1	Notice Inviting Tender (NIT)	Section -I	2-3
2	Instructions to bidders	Section –II	4-18
3	General Conditions of Contract	Section–III	19-27
4	Special Conditions of Contract	Section IV	28-30
5	Schedule of Requirements	Section – V	31
6	Technical Specifications	Section –VI	32-41
7	Bid Form	Section–VII (Part-I)	42
8	Price Schedules	Section–VII (Part-II)	43
9	Performa for Bid Security	Section - VIII	44
10	Performa for Performance Bank Guarantee	Section - IX	45-46
11	Integrity Pact	Section – X	47-51
12	Guidelines of MTNL on Banning of Business Dealings	Section – XI	52-57
13	Tender acceptance letter	Section – XII	58
14	Instructions for Online Bid Submission	Section – XIII	59-61

The tender shall be submitted through Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> developed by National Informatics Centre (NIC), Ministry of Electronics & Information Technology, GOI. Your offer complete in all respects as per enclosed documents must be submitted as per schedule given under **Section-I**.

*“Bidders are advised to familiarize themselves adequately with the above e-procurement Portal, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.”*

The “Instructions to Bidder” and “General (Commercial) conditions” are applicable for this tender. However, the clauses mentioned in the “Special Conditions of Contract” & Technical Specifications will supersede the General (Commercial) Conditions.

Tender bids shall be opened on line per schedule given under **Section-I**. The representatives of the bidders may attend the bid opening either online after logging on to the e-procurement portal or at MTNL premises.

Thanking you,

Yours faithfully,

**(Balveer Singh)**  
**Dy. General Manager (MM)**

## SECTION – I

### NOTICE INVITING TENDER

Tender Enquiry No. MTNL/20-80 (443)/2019-MM/AMC of CBCRM H/W Dated 17.05.2019

#### Important dates :

Tender Publishing Date and Time	17.05.2019 at 1000 Hrs.
Document download start Date and Time	17.05.2019 at 1000 Hrs.
Clarification start Date and Time	17.05.2019 at 1000 Hrs.
Clarification end Date and Time	31.05.2019 upto 1745 Hrs
Bid Submission start Date and Time	17.05.2019 at 1000 Hrs
Bid Submission end Date and Time	20.06.2019 upto 1200 Hrs
Technical Bid Opening Date and Time	21.06.2019 at 1200 Hrs.

1. On Behalf of Chairman and Managing Director, Mahanagar Telephone Nigam Limited (MTNL) invites open tenders for the following scope of work:

***Support & maintenance for existing hardware of CDR based billing & CRM system. The system is being used for IUC & Wireless Billing & CRM applications in Delhi & Mumbai.***

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 **Section II**.
4. Bid security in the form of bank guarantee will be **Rs. 12,00,000/- (Rupees Twelve Lacs 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](http://www.mtnl.in)**. However, cost of tender document **Rs 2,360/- (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. Tender shall be considered for e-reverse auction. E-Reverse Auction would be conducted on Unit/ total package/ net cost to MTNL value for bid evaluation,

subsequently after the opening of the Financial-Part. Details guidelines on e-reverse auction are given in **Clause 13 of Section-IV**.

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

Sr. Manager (Pers), MTNL, CO  
Nodal Officer- Independent External Monitoring Cell (IEMC)  
6th Floor, Mahanagar Doorsanchar Sadan  
9, CGO Complex, Lodhi Road, New Delhi-110003  
Tel. No. 011-24322529  
Fax No. 011-24325576, E-Mail: noiemc@bol.net.in

The details of IEMs is given below:

Name of the Independent External Monitors	E-mail ID
Shri Dhruv Kumar Agarwal	dhruv6650@gmail.com
Shri V.K.Gupta	vinod102000@yahoo.co.in
Ms. Alka Sirohi	alka.sirohi@gmail.com

10. As per CVC's guidelines/notification Dtd 13.01.2017, the vendor will not go to the court till the time the matter/complaint is pending with the IEMs. This CVC Circular may be seen in MTNL website <http://www.mtnl.net.in>.

**DGM (MM)**

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### 1. INTRODUCTION

- 1.1 (a) Mahanagar Telephone Nigam Limited (MTNL) is a major telecommunication service provider in Delhi & Mumbai. It is offering full range of telecom services / solutions like Voice, Data, Internet, Broadband, VOIP, IPTV etc from its wireline & wireless networks in its license service areas of Delhi & Mumbai.

MTNL currently serves around 9 Million wire-line & wireless subscribers in Delhi & Mumbai. To meet the CDR based subscriber billing and Interconnect billing requirement of MTNL Delhi & Mumbai, MTNL procured a Convergent Billing and CRM system against T.E. No. MTNL/20-80(293)/2002-MM dated 13.04.2004 on turnkey basis. The system was supplied & partially implemented by M/s Bharat Electronics Limited (Lead Bidder of the consortium). The main consortium partner were M/s IBM (H/W), M/s Intec (Billing), M/s Oracle (CRM & RDBMS), M/s Xalted (IUC, Mediation/Service Provisioning & Revenue Assurance) & M/s Tech Mahindra Satyam. Most of customization work, as per the SRS document, for the various software modules to meet the MTNL requirement has been carried out by M/s Tech Mahindra Satyam Ltd.

Presently, the hardware has being supported by Authorized Partner of M/s IBM.

MTNL now desires to seek comprehensive annual maintenance contract for the IBM hardware on AS-IS-WHERE basis with role & responsibilities as defined later in the tender.

- 1.1 (b) In order to gain clear understanding of the existing system, the prospective bidders may interact with the nodal officers at both the cities as per details below:

- (i) GM(IT) MTNL Delhi, T.No. 011-23724700
- (ii) GM(IT) MTNL Mumbai, T.No. 022-24710606

#### 1.2 OBJECTIVE OF TENDER:

The objective of this tender is to provide maintenance support to existing CBCRM system with details as follows:

**SUPPORT & MAINTENANCE FOR EXISTING HARDWARE OF CDR BASED BILLING & CRM SYSTEM. THE SYSTEM IS BEING USED FOR IUC & WIRELESS BILLING & CRM APPLICATIONS IN DELHI & MUMBAI.**

- 1.3 The bidders participating shall comply all the clauses of all sections.

#### 2. 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 tender and submits its bid.
- (c)** “Lead Bidder” means that out of consortium members, one of the consortium member shall be solely & wholly responsible for meeting the contractual obligations of this TENDER. Lead bidder in turn will have suitable agreements with its members.
- (d)** “The Supplier” means the individual or firm supplying the goods/providing services under the contract.
- (e)** “The Goods” mean all the Hardware, Software and other materials/services which the supplier is required to supply/provide to the purchaser under the contract for commissioning/proper operation of the system and also includes any spares for the equipment.
- (f)** “Advance Purchase Order (APO)” means letter indicating the intention of the purchaser to place Purchase Order on the bidder.
- (g)** “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.
- (h)** “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.
- (i)** “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.
- (j)** “Contract Date” means the date on which the Contract comes into effect.
- (k)** “Certificate of Acceptance” means the certificate issued by MTNL to the Contractor upon completion of required activities as envisaged in TENDER/P.O.
- (l)** “Progress Report” means the reports prepared by the contractor containing details of the progress and implementation of the project as required by MTNL.
- (m)** “Site” means the place(s) other than the Contractor’s premises, to which the Equipment(s) and System(s) are to be delivered and serviced.
- (n)** “Variation Orders” means a written agreement entered between the parties varying the items mentioned in the Schedule of Prices.
- (o)** “Works” means the jobs undertaken by the Contractor in order to complete the tasks falling within the scope of the Contract.
- (p)** “OEM” for this tender means original equipment manufacturer for hardware.
- (q)** “OSD” for this tender means original software developer for software/applications.

- (r) "ITES" for this tender means Information Technology enabled Service Company.
- (s) "Commissioning" means successful completion of acceptance testing procedures as may be prescribed by MTNL or commercialization of services by MTNL whichever is earlier.

### 3. ELIGIBILITY CRITERIA FOR BIDDER:

- 3.1 (a) A bidder who has already provided support services / currently providing support services to MTNL CBCRM either directly or indirectly or as a consortium member is also eligible to participate in the bid.

In order to establish eligibility against this clause, the bidder shall submit the relevant documents like letter of engagement/PO/contract for providing support services to MTNL with role and responsibilities carried out in the project

**OR**

- 3.1 (b) The bidder should have authorization by OEM i.e. M/s IBM or channel partner of M/s IBM to support in AMC.

**OR**

- 3.1 (c) The bidder can be sole bidder or a consortium of maximum three(3) partners represented by a lead bidder and meeting the following requirements:

- (i) Bidder / Lead bidder in case of consortium shall be a Indian Registered Company.
- (ii) The bidder / lead bidder of consortium shall be an OEM or System Integrator or ITES.
- (iii) The bidder / lead bidder shall have the back to back agreements for clear role and responsibilities with each consortium partner, in respect of commitment to fulfill contractual obligations and shall be submitted along with the bid. The agreement shall also cover the case of dispute of any nature (insolvency, acquisitions, commercial or financial) of any consortium partner.
- (iv) **Experience:** The experience certificate as per the following shall be submitted along with bid:
  - (a) The Bidder or consortium partner/partners of a lead bidder should have experience of at least 25 Nos. of the Servers & Storages in one or at most two purchase orders during last two year on the date of submission of bid. Out of these, at least one order should be of support of minimum 15 servers. In support of the experience, the bidder shall submit the copies of the POs and a certificate from the concerned user indicating the quantity of server & storage and feed back about service along with the bid.

- (b) The lead bidder/ / OEM/ SI / ITES should have certification of ISO 9001-2008.

- 3.2 The bidder / Lead Bidder should have had a turnover of Rs. 6 Crores or above for each of the last two financial years i.e. 2016-17 & 2017-18.

### 4. PROCESS OF SELECTION:

Only those bidders shall be selected who fulfil the eligibility criteria given against Clause 3 and clause 9. MTNL reserves the right to seek presentations from the bidders and visit their Support Centres and other infrastructural facilities before finalization of the selection process.

## 5. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 6. BID DOCUMENTS:

6.1 The goods and services required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Documents include the following:

Sl. No.	TITLE	Section No.
1	Notice Inviting Tender (NIT)	Section -I
2	Instructions to bidders	Section –II
3	General Conditions of Contract	Section–III
4	Special Conditions of Contract	Section IV
5	Schedule of Requirements	Section – V
6	Technical Specifications	Section –VI
7	Bid Form	Section–VII (Part-I)
8	Price Schedules	Section–VII (Part-II)
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11	Integrity Pact	Section – XI
12	Guidelines of MTNL on Banning of Business Dealings	Section – XII

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

## 7 CLARIFICATION OF BID DOCUMENTS

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 as per schedule given under **Section-I**. 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 BID DOCUMENTS**

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/alter any terms & conditions of the bid documents by amendments as long as they are uniformly applied to all.

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 give prospective bidders reasonable time to take the amendments into account while preparing their bids or for any other reason, the Purchaser may, at its discretion, extend the last date / time for the submission of bids.

## **9 PREPARATION OF BIDS**

### **9.1 Language of 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, 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.

### **9.2 SUBMISSION OF RESPONSE AGAINST THIS "BID":**

The following documents are required to be submitted along with the bid, wherever applicable:

9.2.1 The bidder/lead bidder should give audited balance sheets and audited financial statements for the last 2 years (2016-17 & 2017-18) for assessing their financial strength in terms of their turnover of minimum Rs. 6 Crore in each of the last two financial years. Financial strength of parent company will be considered, if the quote is from subsidiary.

9.2.2 The bidder/ lead bidder/consortium partner should give feedback regarding after-sale/support service from their customers.

9.2.3 Bid Security furnished in accordance with **Clause- 12, Section II.**



- 9.2.4 Clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section-VI), Commercial Conditions (Section-III) and Special Conditions (Section-IV) shall not be considered.**
- 9.2.5** A bid form and bid price completed in accordance with Clause- 10 & 11 of **Section-II**.
- 9.2.6** Certificate of Incorporation with copy of Articles and Memorandum of Association.
- 9.2.7** The following documents are required to be submitted along with the bid:
- 9.2.7.1** Copy of purchase order(s) & list of role and responsibilities carried out as per clause 3.1 and necessary certificates as per clause 3.1(iv)
  - 9.2.7.2** Certificate of incorporation as per clause 3.1.
  - 9.2.7.3** Consortium agreement as per clause 3.1(ii).
  - 9.2.7.4** CMM/ISO Certificate as per clause 3.1(iv) c.
  - 9.2.7.5** Audited Balance sheet and Audited Financial statement as per clause 3.1(iii).
  - 9.2.7.6** Support of documents for meeting MTNL requirements as per clause 3.2.
- 9.2.8** The experience certificate shall be submitted as per the following format:
- (a)** Experience Certificate must be issued by Service Provider / Operator or user only.
  - (b)** Experience Certificate should be on the letter head of the Company containing registered office address of the company.
  - (c)** Certificate should indicate the date of issue.
  - (d)** Certificate should contain name and designation of the signatory.
  - (e)** Certificate should contain Contact Telephone Number or Fax Number or e-mail id of the signatory.
  - (f)** Name of services (data, wireline, wireless) should be specified.
  - (g)** CDR volume processed by Mediation and Billing/IUC per day and customer base should be mentioned.
  - (h)** Period of operation should be mentioned.
  - (i)** Certificate issued by SI, Product vendor, or any other third party shall not be considered.
  - (j)** Self Certificate shall not be considered.
  - (k)** Press release, website information shall not be considered.
  - (l)** All certificates should be valid on the date of submission of the bid. No certificate will be considered after date of submission of the bid.
- 9.2.9** Certificate of non-working of his/her near relative in MTNL as per **Clause 37 of Section –II**.
- 9.2.10** All costs & expenses associated with submission of proposal shall be borne by the bidder submitting the proposal and MTNL shall have no liability in any manner in this regard if it decides to terminate the process for any reason whatsoever.

**9.2.11** The right to suspend the process or part of the process to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason is reserved by MTNL without any obligation or liability whatsoever.

**9.2.12** Any other document/certificate relevant to comply with tender terms and conditions

**10. BID FORM:**

The bidder shall complete the Bid form and the appropriate Price Schedule strictly in the format furnished in the Bid Documents, indicating the goods to be supplied/jobs to be undertaken along with a brief description of the goods, services, quantity and prices as per **Section –V & Section –VII**.

**11. BID PRICES:**

**11.1** 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.

**11.2** The supplier shall quote as per price schedule given in **Section VII** for all the items given in schedule of requirement.

**11.3** 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.

**11.4** "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 30<sup>th</sup> of following end of financial year in which such supply was made.

**11.5 (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 11.5(a) whenever applicable.

- 11.6** 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.

## **12. BID SECURITY**

- 12.1** Pursuant to Clause 9, the bidder shall furnish, as part of his bid, a bid security for an amount of Rs.12,00,000/-(Rupees Fifty Four Lacs 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 12.5, 12.6 and 12.7 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.

- 12.2** The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the forfeiture of the security, pursuant to para 12.7.
- 12.3** The bid security shall be in the form of a Bank Guarantee as per enclosed format issued by a Scheduled Bank of India in favour of the Purchaser.
- 12.4** A bid not secured in accordance with Para 12.1 and 12.3 shall not be opened by the Purchaser as it is non-responsive and the bid will be returned unopened.
- 12.5** 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 13** whichever is earlier.

**12.6** The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order (APO) satisfactorily pursuant to the **clause 29** and furnishing the performance security.

**12.7** The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form or

(b) In the case of a successful bidder, if the bidder fails to sign the contract and furnish performance security in accordance with **clause 29 & 30**.

(c) (i) In both the above cases, i.e. 12.7 (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 Clause 12.7 (c) (i)** above, such bidder will also be deprived off from exemptions in tender fee, Earnest Money (i.e. Bid Security) and Performance Security Deposit (i.e. Performance Bank Guarantee) for next one year after they become eligible to participate in MTNL Tenders.

### **13. PERIOD OF VALIDITY OF BIDS:**

**13.1** Bid shall remain valid for 150 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

**13.2** In exceptional circumstances, the Purchaser may request in writing the bidder's unqualified/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 under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. The bidder accepting the request and granting extension will not be permitted to modify his bid.

### **14. FORMATS AND SIGNING OF BID:**

The bid shall be typed or printed, numbered sequentially and 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 the Bid Security to DGM (MM), MTNL Corporate Office, Room No. 5304, Mahanagar Doorsanchar Sadan, CGO Complex, Lodhi Road, New Delhi-110003.

### **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. SEALING AND MARKING OF BIDS:**

**16.1** 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.

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

**17. DEADLINE FOR SUBMISSION OF BIDS:**

**17.1** Bids must be submitted on line on e-procurement website <https://eprocure.gov.in/eprocure/app> within specified scheduled date and time.

**17.2** 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 previously subject to the deadline will thereafter be subjected to the deadline as extended.

**17.3** 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.

**17.4** Bidders are requested to submit hard copies in originals of following documents before closing date & time

- (i) Bid Security
- (ii) NSIC/MSME Certificate (if applicable),
- (iii) Power of Attorney
- (iv) Duly signed integrity pact
- (v) Cost of tender document in DD/Pay order form

**18. 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.

**19. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

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

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

**20. BID OPENING:**

**20.1** The purchaser shall open bids on-line 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, 5<sup>th</sup> 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.

- 20.2** 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.
- 20.3** 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

**21. 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. However, no post bid clarification at the initiative of the bidder shall be entertained.

**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.
- 22.2** 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.
- 22.3** 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.
- 22.4** Prior to the detailed evaluation pursuant to clause 23, 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.
- 22.5** 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.
- 22.6** 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 effect the relative ranking of any bidder.
- 22.7** "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. EVALUATION OF TECHNO-COMMERCIAL BIDS:**

**23.1** Criteria for technical and commercial qualification shall be the following:

- (i) Capability of the bidding company to undertake the project in terms of its
  - (a) Technical expertise
  - (b) Financial strength
- (ii) Experience of the bidding company in undertaking similar projects in India and/or abroad. Customer's satisfactory performance certificates shall be attached.
  - (a) Performance report of the system/equipments supplied by the bidding company.
  - (b) Support given by the bidders company in operation and maintenance of the systems supplied by them.
- (iii) Bidding company's commitment, ability and promptness to support maintenance of the system including supply of spares.
- (iii) Strength of the bidder to give maintenance support on long term basis.
- (iv) Ability and willingness to train MTNL personnel to operate the system and perform first line maintenance.

**23.2** The details of financial strength and experience of the bidders shall be examined to determine whether the bidders meet the qualification in accordance with the criteria specified in Clauses 3 & 9 above.

**23.3** During the technical evaluation, MTNL at its discretion may call upon the bidder to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTNL.

**23.4** A detailed evaluation of techno-commercial bids of all substantially responsive bids will be carried-out and a list of technically and commercially acceptable bids will be made.

## **24. OPENING OF PRICE BIDS**

**24.1** 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.

**24.2** 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.

## **25. PROCEDURE FOR EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

**25.1** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **Clause 23**.

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

**26. CONTACTING THE PURCHASER:**

- 26.1 Subject to Clause 21, 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.
- 26.2 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.

**27. AWARD OF CONTRACT: PLACEMENT OF ORDER**

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

**28. AWARD CRITERIA:**

Subject to clause 27, above the purchaser will award the contract to **only one** successful bidder for both Delhi and Mumbai, whose bid has been determined to be substantially responsive, technically and commercially acceptable and has been determined as the lowest evaluated price bid provided further that bidder is determined by the purchaser to be fully qualified to perform the contract satisfactorily.

**29. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD OR AFTER PLACING ORDERS:**

Refer clause 4 of Section-IV.

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

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

**31. NOTIFICATION OF AWARD (ISSUE OF APO):**

- 31.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 31.2 The bidder shall within 14 days of issue of the advance purchase order, give his acceptance along with performance security in conformity with **Section IX** provided with the bid document.

**32. SIGNING OF THE CONTRACT:**

- 32.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 32.2 Upon the successful bidder furnishing performance security pursuant to clause 31, the Purchaser shall discharge the bid security in pursuant to clause 12.



**33. ANNULMENT OF LETTER OF INTENT:**

Failure of the successful bidder to comply with the requirement of clause 29 above shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security in which event the Purchaser may make the offer to any other bidder at its discretion or call for new bids.

**34.** While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in outright rejection of the bid.

**(i) Clauses 12.1, 12.3 & 13.1 of Section II:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

**(ii) Clause 3 & 9 of Section II:** If the eligibility condition as per clause 3 of this Section II is not met and/or documents prescribed to establish the eligibility as per Clause 9.2 of section II are not enclosed, the bids will be rejected without further evaluation.

**(iii) Clause 9.2.4 of Section II:** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

**(iv) Section III Commercial conditions, Section IV Special Conditions of Contract & Section VI Technical Specifications:** Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

**(v) Section VII Price Schedule:** Prices are not filled in as prescribed in price schedule.

**(vi) Section II clause 11.4 on discount, which is reproduced below:**

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

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

**36.** Purchaser reserves the right to blacklist a bidder for a suitable period in case supplier fails to honor their bid without sufficient grounds.

**37.** The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time. Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the

company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MTNL will not pay any damage to the company or firm or the concerned person.

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

The near relatives for this purpose are defined as:

- (a)** Members of a Hindu undivided family.
- (b)** They are husband and wife.
- (c)** The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

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## SECTION – III

### GENERAL CONDITIONS OF CONTRACT

**1. APPLICATION:**

The general conditions shall apply in all contract made by the Purchaser for the procurement of goods/services.

**2. STANDARDS:**

The goods/services supplied under this contract shall conform to the standards mentioned in bid.

**3. PATENT RIGHTS:**

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

**4. PERFORMANCE SECURITY**

**4.1** The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order 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.

**4.2** The proceeds of the performance security shall be payable to the Purchaser for any deficiency in performance of contract and /or the supplier's failure to complete its obligations under the contract.

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 30<sup>th</sup> of following end of financial year in which such supply was made.

**4.3** The performance Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in **Section IX** of this Bid Document.

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

**5. DELIVERY AND DOCUMENTS:**

- 5.1** Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the purchaser in its Schedule of requirements and in the Special Conditions.
- 5.2** The delivery of the services shall commence as specified.

**6. PRICES:**

- 6.1 (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.
- (b)** In the case of revision of non-Creditable Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices. However, no increase shall be permitted.
- (ii) (a)** Prices mentioned in Col. 13 of Table-I & Col.15 of Table-2 of the Price Schedule in **Section-VII** Part-II 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.
- 6.2 (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.

- (v) 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).

## **7. PAYMENT TERMS:**

- 7.1 All Payment will be made in INR only.
- 7.2 Payment will be made on quarterly basis as arrears.
- 7.3 Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.
- 7.4 No payment will be made for goods rejected at the site on testing .For goods rejected at the site on testing the credit note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered by issuing an invoice/debit note for the corresponding amount at the risk and cost to the supplier including applicable GST, if any.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

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

- 8.1 The amount of penalty on the basis of the severity of fault shall be imposed as given below:

- (i) Vendor must attend the fault within 4 hours for all calls booked between 8 AM to 6 PM. Calls booked after 6 PM should be attended before 7 AM on the following day morning on all seven days of the week.
  - (ii) The fault must be cleared with in 24 Hrs from the time of booking if the call is booked between 8 AM to 6PM. In case the fault is booked / reported after 6 PM, then it should be cleared by 10 AM of the next day. In both these cases, if the faults persist beyond these respective time stipulations, the following penalties will be imposed:
    - a. **For critical faults / Complete Breakdown:** Rs. 20,000/- (Rupees twenty thousand only) per four hour up to twenty four hours per item and there after Rs 30000/- per item for subsequent hour.
    - b. **For semi-critical faults (Failure of components / sb components which do not affect the service seriously):** Rs. 10,000/- (Rupees ten thousand only) per four hour up to twenty four hours per item and there after Rs 20,000 per item for subsequent hour.
- 8.2 Maximum amount of penalty for faults shall not exceed 12% of yearly CAMC value in a year provided reasonable AMC has been carried out
- 8.3 Penalty clause would be invoked only for the role & responsibility due on the part of the bidder as per terms & condition of this TENDER.
9. **TERMINATION OF CONTRACT:**
- If MTNL is not satisfied with the performance of the bidder, it reserves the right to terminate order during its currency, after giving one month notice to the bidder and in such an event the vendor will hand over all the modified/ developed source-code.
10. **PERFORMANCE SECURITY FOR OPTIONAL ITEMS:**
- 10.1 The selected bidder shall submit the performance security an amount equal to 10% of the value of optional items, if ordered, valid for a period of two years
- 10.2 The clauses 4.2, 4.3 and 4.4 of **Section-III** shall also be applicable.
11. **OTHER TERMS & CONDITIONS:**
- (a) The bidder shall quote for charges in Rupees for two years as per price schedule of **Section-VII** for each city. The normal day to day maintenance and fault diagnosis to the extent possible will be done by MTNL.
  - (b) No separate charges shall be paid for visit of engineers for attending/rectifying of faults.
  - (c) If MTNL is not satisfied with the performance of the bidder during contract it reserves the right to terminate the contract during its currency, after giving three month notice to the bidder and in such an event the bidder will hand over equipments/system to MTNL along with modified source codes.
12. **SUB-CONTRACTS:**
- 12.1 The bidder/the supplier cannot assign/transfer and sub-contract its interests/ obligations under the contract without the prior written permission of the purchaser.

**12.2** The supplier shall notify the Purchaser in writing of all sub contracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract.

**13 FORCE MAJEURE:**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

**14. TERMINATION FOR DEFAULT:**

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

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

**14.2** In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 14.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services 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.

**15 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.

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

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

**16.2** 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.

**16.3** 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.**

**17 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.

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

**19 GST Invoice:**

**Tax Invoice terms:**

- (a) All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- (b) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- (c) In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30<sup>th</sup> of following end of financial year in which such supply was made.

- (d) It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
- (e) Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing the credit.
- (f) MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- (g) Supplier should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed timelines
- (h) In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.
- (i) In case of supply of goods, place of supply shall be every such place where goods are delivered. Even in a scenario wherein goods are collected by MTNL from vendor's warehouse/factory gate, the place of delivery shall be the location(s) of MTNL as mentioned in the PO.
- (j) "It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL"

## **20. GST compliances**

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier needs to ensure the following points:
  - (1) Uploading appropriate invoice details on the GSTN within the stipulated time;
  - (2) Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.
  - (3) Supplier needs to pay the entire self-assessed tax on timely basis.
  - (4) Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied ,if any would be recovered from the supplier.
  - (5) In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
  - (6) Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier

along with any applicable interest and/or penalty, if any as applicable by GST law.

- (7) A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then indemnity clause 27 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

**21. Tax Indemnity clause**

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

**22. Job work**

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

**23. Movement of goods**

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

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

- 24.** 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.

\*\*\*\*\*

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in **Section II** & "General (Commercial) Conditions of the Contract' as contained in **Section III** and wherever there is a conflict, the provisions herein shall prevail over those in **Section II** and **Section III**.

**2. RESPONSIBILITY OF BIDDER:**

2.1 Following are in the scope of the bidder

- (i) MTNL may not be in a position to provide any OEM support for existing hardware. It shall be bidder's responsibility to provide CAMC for hardware to meet the objectives as given in the tender.
- (ii) The support is required for various hardware being utilized to run the following line of business for activities as mentioned in para 2.1 below.

S. No.	LoB /Application Description	Running Locations	
1	Wireless	Delhi	Mumbai
2	MNP	Delhi	Mumbai
3	IUC	Delhi	Mumbai

- (iii) **Hardware:** Maintenance of hardware of existing system listed in Annexure-I will be the responsibility of bidder:
- (iv) OEM/ support if required for smooth running and objective of this TENDER will be the responsibility of bidder.
- (v) Support will be provided on 24X7 bases on all days. The bidder is permitted to provide remote support from offshore location within India. However, in case of faults requiring onsite intervention, then it shall have to be rectified on site.

2.2 Following are out of scope of the bidder (Subject to clause 2.1.):

- (i) Up-gradation of version of the existing hardware and its licenses.
- (ii) Enhancement or customization to an hardware or functionalities.
- (iii) No new Hardware and software (including third party tools/software) procurement.

**3. RESPONSIBILITY OF MTNL:**

- (i) Day to day operation of the system.
- (ii) Maintenance of hardware/ power plant /UPS / Call Centre/Bill Printing)

**4. DURATION OF SUPPORT CONTRACT:**

The contract shall be valid for **two years from the date of the issue of PO/sign of contract**. At the end of two years, MTNL at its discretion may extend the contract on yearly basis for a further period of two years, on the terms and conditions and prices finalized through this TENDER.

**5. DELIVERY SCHEDULE:**

**Start of support and maintenance of the system within six weeks time from the date of placement of PO.**

6. Purchaser requires that bidder shall quote for complete bill of material and all other items of cost for complete scope of work, meeting fully and completely the tendered technical specification for total demand as given in **Section-V** and **Section-VII**. Any deficiency in bill of material, software or other items of cost will be provided by the bidder free of cost for successful implementation of the project.
7. Technical requirements of the system & its components for are given at **Section-VI**
8. During the technical evaluation, MTNL at its discretion may call upon the bidders to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTNL.
9. The bidders should not quote two different prices for the same item in their offers.
10. MTNL reserves the right to terminate order during its currency, after giving three month notice to the bidder and in such an event the vendor will hand over all the modified/ developed source-code.
11. **MTNL reserve the right to terminate the contract if found guilty in any court of law for a criminal Act after giving a notice for thirty (30) days to the bidder/vendor and in such an event the bidder / vendor will hand over all the modified/ developed source-code.**
12. **MTNL reserve the right to claim damages as deemed fit by MTNL, if successful bidder found guilty under IT Act / IPC / Cr.PC Act for doing forbidden act during the agreement period.**
13. **E-Reverse Auction:**

E-Reverse Auction would be conducted on 'Net procurement cost' # to MTNL for bid evaluation, subsequently after the opening of the Financial-Part. The bidder quoted highest amount in the financial **bid (H-1 rank bidder)**, will be automatically rejected by the system and shall not be allowed to participate in the e-reverse auction, subject to condition that minimum 3 bidders will be allowed to participate in e-Reverse Auction irrespective of their bid value".

In case of MSME bidder(s), if the bidder(s) happened to be highest bidder but falls within the price band of L1 + 15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction."

Further, if 3 or lesser number of bidders are found to be techno-commercially responsive, all such bidders will be allowed to participate in the e-Reverse Auction irrespective of their bid value.

**The following would be parameters for e-Reverse Auction:**

S. No.	Parameter	Amended Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	2(Two)Hours
3	Automatic extension of the ' Reverse-Auction Closing Time',if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes

3.1	Pre-defined Time-Duration	05Minutes
3.2	Time-Duration of Automatic extension	10 Minutes
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity–Start-Price	Net procurement cost #
6	Minimum Bid-Decrement	0.25% of 'Net procurement cost'
7	Display of current (L-1 ) price	Yes for both bidder and MTNL

**#Net Procurement Cost:** Total procurement cost including AMC but excluding GST credit eligible to MTNL

**Note:** Parameters at Sl.No.5 & 6 shall be confirmed after opening & evaluation of Financial bid parts.

**Evaluation Criteria after e-Reverse Auction:** The bidder offering the highest discount in reverse auction on 'Net procurement cost' *as per the initial bid of L-1 bidder* shall be declared as successful bidder.

**Arriving at Yearly rate of support for successful Bidder:** The prices/discount offered by L1 bidder (found to be L-1 at the end of e-reverse auction) will be distributed/applied uniformly over the 2 years support period.

**SECTION –V**  
**SCHEDULE OF REQUIREMENTS**

List of the items for Support & Maintenance for two years:

S. No.	Item Description	Quantity	
		Delhi	Mumbai
Hardware AMC with details as given in para 2.1			
1	Server IBM-P570	21	21
2	Server IBM-P550	10	10
3	Server IBM-P520	3	3
4	Server IBM-X Series -346 MT-M8840	15	15
5	SAN Storage –IBM DS8300 Usable 150TB, comprising primary & secondary storage each with extension rack	1	1
6	SAN Switch – IBM 2109	4	4
7	Tape Library – IBM 3584	1	1

## SECTION –VI

### TECHNICAL SPECIFICATIONS

#### **GENERAL INFORMATION ABOUT THE SYSTEM:**

Mahanagar Telephone Nigam Limited (MTNL) currently serves around 9 Million wire-line & wireless subscribers in Delhi & Mumbai. To meet the CDR based subscriber billing and Interconnect billing requirement of MTNL Delhi & Mumbai, MTNL procured a Convergent Billing and CRM system against T.E. No. MTNL/20-80(293)/2002-MM dated 13.04.2004 on turnkey basis. The system was supplied & implemented by M/s Bharat Electronics Limited (Lead Bidder of the consortium). All the customization work, as per the SRS document, for the various software modules to meet the MTNL requirement has been carried out by M/s Mahindra Satyam Ltd.

The existing system supplied against the tender enquiry referred above comprises of following functionalities/modules to cover all the LoBs of the MTNL i.e. wire-line, wireless, leased line, broadband etc. :

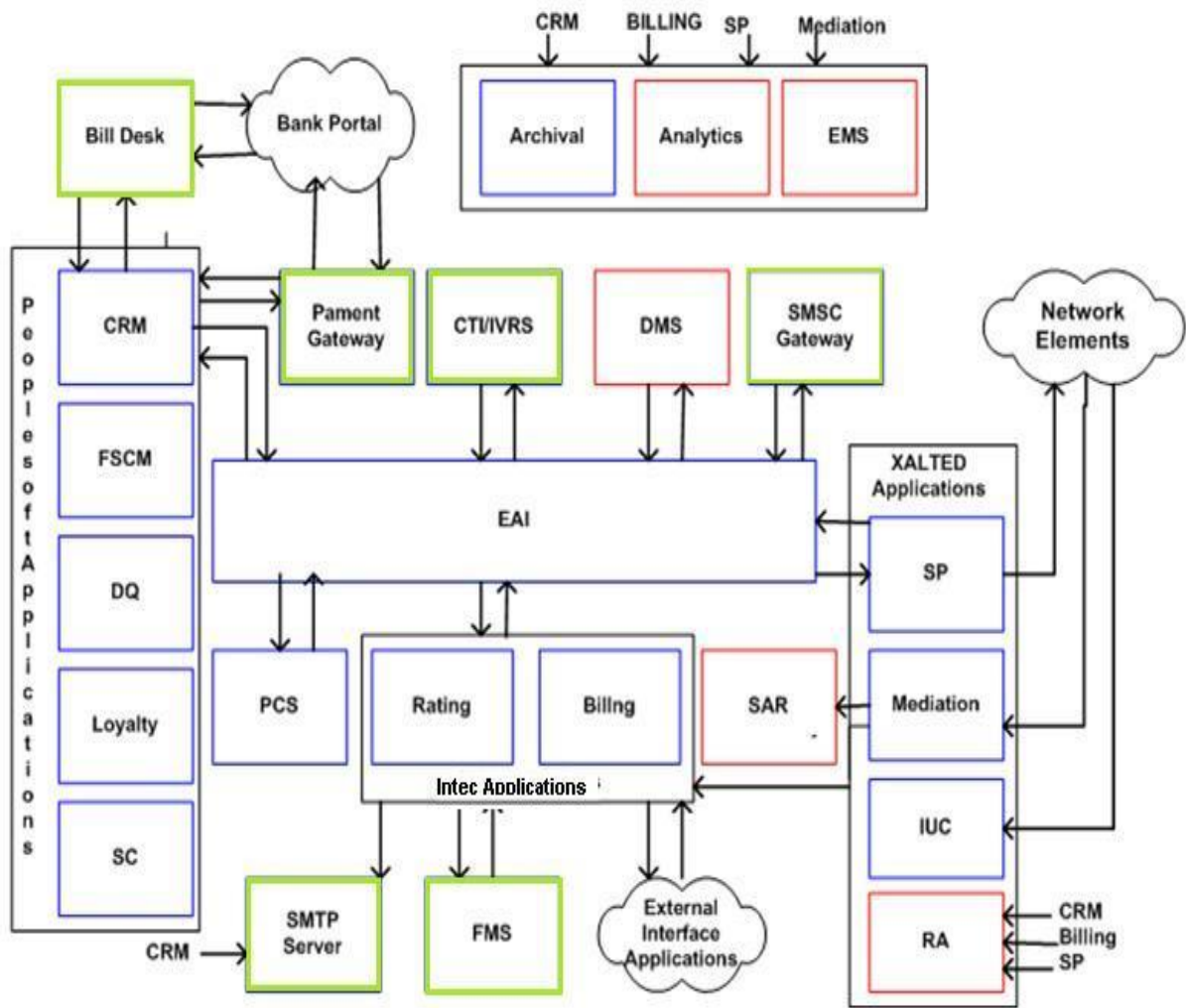
- CRM including Web-self-care
- Service Provisioning
- Mediation
- Convergent Billing
- Interconnect Billing
- Enterprise Application Integration
- Enterprise Management System
- RDBMS
- Revenue Assurance
- Bill Print Solution
- IVRS /Call Center

To meet the end to end Business Processes of MTNL, system has been integrated with LOB as indicated in para (2) along with the following key Systems of MTNL:

1. Financial Management System (FMS)
2. Payment Collection System
3. Short Message Service Center (SMSC)
4. Legacy IVRS / Call Center
5. Content Providers for VAS Services

A completed list of hardware/software along with details of existing system is annexed at **Annexure-I**. The system architecture is as below:





- New Applications
- Developed Applications
- External Applications

**2. CURRENT STATUS OF THE SYSTEM:**

- i. The following LoBs/Applications have been successfully migrated and running through the system:

<b>S. No.</b>	<b>LoB /Application Description</b>	<b>Running Locations</b>	
1	Wireless	Delhi	Mumbai
2	IUC	Delhi	Mumbai
3	Call Center	Delhi	Mumbai
4	Bill Printing	Delhi	Mumbai
5	Landline CSMS/FRS existing Module migrated to system hardware	Delhi	-----
6	MNP	Delhi	Mumbai

To run the all above listed LoBs/Applications, all the supplied hardware and software modules (except Revenue Assurance) has been successfully installed at a single location (Printing site is different) called Data Center at Delhi & Mumbai as per the architecture of the system.

- ii. The System has the following functionalities:

- (a) Subscriber Booking Online, Offline etc
- (b) Service Creation for new and existing subscriber
- (c) Collection of CDRs for rating/billing/roaming
- (d) Rating of CDRs
- (e) Generating of Invoice/IUC Bills
- (f) Bill Printing
- (g) Payment Collection & Adjustment
- (h) Customer Care

### 3. OVERVIEW OF WIRELESS LOB:

There are two different technologies i.e. GSM 2G (DOLPHIN/3G Jadoo) and CDMA (GARUDA) based products/services are being made available for the subscriber:

Description	Product / Service	Running Locations	
GSM	2G/3G Voice	Delhi	Mumbai
	2G/3G Data	Delhi	Mumbai
	2G/3G VAS	Delhi	Mumbai
	MNP	Delhi	Mumbai
CDMA	CDMA Mobile	Delhi	Mumbai
	FWT	Delhi	Mumbai
	Data	Delhi	Mumbai

New connection can be booked from any of the Customer Service Center, franchisee DSAs, and MBAs across the Mumbai, Navi Mumbai, Mira-Bhayander, Dombivili/Kalyan & Thane and Delhi & NCR.

#### 3.1 Key Statistics of Wireless:

Product/Service	Item	Delhi		Mumbai	
GSM	Number of Post-Paid Subscribers	2 lakhs		1.5 lakhs	
	Number of Pre-paid Subscribers	24 lakhs		18.79 lakhs	
	No. Of CDR generated per day	37446473		83,00,000	
	No. of In-roaming rating CDRs	5474849 per day		1880393 per day	
	No. of roaming billing cycle	1 per day		1 per day	
	No. Of Invoices generated /Month	178062		1,45,000	
	No. of Bill Cycles	One per customer per month		one per customer per month	
	No of Content Providers	20. The charging is through CDRs of SMSC.		38. (For 36 charging is via MT SMSC & for 2 charging is via PGS)	
	Network elements including Make & Model	HLR	Apertio	HLR	Alcatel Lucent
	IN	Huawei	IN	Huawei	
	SMSC	Teledna	SMSC	Teledna	
	OTA	Smarttrust	OTA	Smart trust	
	WAP	Comviva	WAP	Comviva	
	MMSC	Comviva	MMSC	Comviva	

Product/Service	Item	Delhi		Mumbai	
		MSCs	Huawei	MSCs	Alcatel Lucent
		MCA	6D	MCA	6D
		RIM	for Blackberry	RIM	For blackberry
		CRBT	Huawei	CRBT	On-mobile
		E-top up	Pyro/TCIL	E-top up	Pyro
		SMS gateway	TCIL	SMS gateway	Contact
		MRBT	Huawei	MRBT	Huawei
		SMTTP	MTNL	SMTTP	MTNL
		SGSN	Motorola	SGSN	Alcatel Lucent
		GGSN	Motorola	GGSN	Alcatel Lucent
		DCH	MACH	DCH	MACH
		LBS/LBA	Septier/ TeleDNA	LBS/LBA	Tele DNA

### 3.2 Products / Services under wireless:

The Voice Service is the primary service offered by MTNL Dolphin. All other services are listed as VAS.

The following VAS service are is being provided to the Wireless customer:

- Six-party call conferencing (available for corporate connections only; for postpaid only).
- Call forwarding
- Call waiting
- CLIP
- CLIR
- Itemized bill
- Voice mail
- SMS
- GPRS/3G
- WAP-based services
- MMS
- National and international roaming
- Closed user group (CUG)
- Friends and Family numbers
- Night Talk
- Night SMS
- MTNL Information
- SMS Value Added Services
- Voice portals

- Missed call alerts
- Dolphin Vault
- Video Call
- Mobile-TV
- Cross product referencing
- GPRS Conference Calls
- Prepaid & Postpaid BlackBerry.
- LBA(Location Based Application)
- MRBT/CRBT

**3.3 Modes of Order Capture:**

- Sanchaar Haat
- Call Center
- Franchisee/DSA
- SMS
- Web
- Mail

## Hardware details at Delhi

Sr. No.	Sr. no.	Model no	Description as per BoM	Quantity
<b>P-ERIES SERVERS (MAKE- IBM)</b>				
1	659A67B	9117-570	Billing Server	1
2	651648F	9117-570	Billing Server	1
3	659A77B	9117-570	Rating Server	1
4	659A76B	9117-570	Rating Server	1
5	659A4EB	9117-570	SP Server	1
6	659A73B	9117-570	SP Server	1
7	659A72B	9117-570	Mediation Server	1
8	659A56B	9117-570	Mediation Server	1
9	659AE3B	9117-570	E.A.I PROD Servers	1
10	659ABE B	9117-570	E.A.I PROD Servers	1
11	068765B	9113-550	Enterprise Back Up Server	1
12	06ED73 G	9133-55A	Web Server	1
13	06ED6D G	9133-55A	Web Server	1
14	0686F7B	9111-520	Enterprise Management Server	1
15	658A73D	9117-570	CRM + RA DB Server	1
16	658CC7D	9117-570	CRM + RA DB Server	1
18	06ECBFG	9117-570	CRM + RA Application Server	1
19	658A74D	9117-570	CRM + RA Application Server	1
20	658A6ED	9117-570	CRM + RA Application Server	1
21	659AE5B	9117-570	Interconnect APP	1
22	659AAEB	9117-570	Interconnect DB	1
23	06890BB	9113-550	Printer Server	1
24	0686E5B	9113-550	Development Server	1
25	659AD9B	9117-570	N+1 Server	1
26	06ECACG	9113-550	Firewall Server for Web Subscribers	1
27	06ECC5G	9113-550	Firewall Server for Web Subscribers	1
28	658A70D	9117-570	Firewall Server users_1	1
29	658A6FD	9117-570	Firewall Server users_2	1
30	658A69D	9117-570	Firewall Server users_3	1
31	658A71D	9117-570	Firewall Server f users_4	1
34	06A2E2B	9111-520	Centralised Management Console	1
35	06A2E4B	9111-520	Centralised Management Console	1
36	06ECC2G	9113-550	Contact center Server	1
37	06ECC4G	9113-550	Contact center Server	1
<b>STORAGE ARRAY &amp; TAPE LIBRARY (MAKE-IBM)</b>				
38	1041233	IBM 2109	San switch	1
39	1041222	IBM 2109	San switch	1
40	75DNNZ0	DS8300(DS8000)	Storage array	1
41	75CAG00	DS8300(DS8000)	Storage array	1
42	7819549	3584	Tape library	1

<b>X SERIES SERVER DETAILS (MAKE-IBM)</b>				
1	99BFGR H	xSeries-346	IBM xSeries-346 MT-M 8840	1
2	99BFGT T	xSeries-346	IBM xSeries-346 MT-M 8840	1
3	99BEXE R	xSeries-346	IBM xSeries-346 MT-M 8840	1
4	99BEYE B	xSeries-346	IBM xSeries-346 MT-M 8840	1
5	99BFEVZ	xSeries-346	IBM xSeries-346 MT-M 8840	1
6	99BFGV A	xSeries-346	IBM xSeries-346 MT-M 8840	1
7	99BFEVT	xSeries-346	IBM xSeries-346 MT-M 8840	1
8	99BEYE E	xSeries-346	IBM xSeries-346 MT-M 8840	1
9	99BGZG T	xSeries-346	IBM xSeries-346 MT-M 8840	1
10	99BGZE Y	xSeries-346	IBM xSeries-346 MT-M 8840	1
11	99BGZL C	xSeries-346	IBM xSeries-346 MT-M 8840	1
12	99BGZM L	xSeries-346	IBM xSeries-346 MT-M 8840	1
13	99BGZT C	xSeries-346	IBM xSeries-346 MT-M 8840	1
14	99BGZH Z	xSeries-346	IBM xSeries-346 MT-M 8840	1
15	99BGZEW	xSeries-346	IBM xSeries-346 MT-M 8840	1

#### Hardware Details at Mumbai

<b>Sr. No.</b>	<b>Sr. No.</b>	<b>Model</b>	<b>Description as per BoM</b>	<b>Quantity</b>
<b>P-ERIES SERVERS – MAKE-IBM</b>				
1	06-A2E3B	520	Centralized Management Console	1
2	65-B7EFB	520	Centralized Management Console	1
3	06-8934B	520	Enterprise Management Server	1
4	06- ECB6G	550	Development Server	1
5	65-8B89D	570	Fire wall server for 5000 concurrent subscribers	1
6	65-8A75D	570	Fire wall server for 5000 concurrent subscribers	1
7	65-9AE2B	570	N+1 server	1
8	65- 8B8BD	570	IDS server	1
9	06- ECC0G	550	Fire wall for Web Subs	1
10	06- ECAFG	550	Contact Centre Server	1
11	65- 8A6CD	570	Interconnect Server	1
12	06-	550	Web Server	1

	ED6AG			
13	65-E03CG	550	Web Server	1
14	65-5A62D	570	CRM + RA Data base Server	1
15	65-8A6BD	570	CRM + RA Data base Server	1
16	65-8A72D	570	CRM + RA Application Server	1
17	65-8A6AD	570	CRM + RA Application Server	1
18	65-9A9EB	570	Mediation & Service Provisioning	1
19	65-9AE1B	570	Mediation & Service Provisioning	1
20	65-9A8EB	570	E A I Server	1
21	65-9AE7B	570	E A I Server	1
22	65-9AE0B	570	Mediation & Service Provisioning	1
23	65-9AE6B	570	Mediation & Service Provisioning	1
24	65-9A0EB	570	Billing Servers	1
25	65-9A6EB	570	Billing Servers	1
26	65-9A5EB	570	Rating servers	1
27	65-9A08B	570	Rating servers	1
28	06-8924B	550	Print Server	1
29	65-9AE4B	570	Interconnect Server	1
30	65-8A6CD	570	Interconnect Server	1
31	06-ECB3G	550	CRM + RA Application Server	1
32	06-ECAEG	550	CRM + RA Application Server	1
33	06-8769B	550	Enterprise back up server	1
34	06-86DAB	550	Fire wall for Web Subs	1
35	65-8A68D	570	IDS server	1
36	06-ECB2G	550	Contact Centre Server	1
37	65-9AD5B	570	Fire wall server for 5000 concurrent subscribers	1
<b>STORAGE ARRAY &amp; TAPE LIBRARY (MAKE -IBM)</b>				
38		IBM 2109	San switch	1
39		IBM 2109	San switch	1
40		DS8300(DS8000)	Storage array	1
41		DS8300(DS8000)	Storage array	1
42	7819817	3584	Tape library	1
<b>X SERIES SERVER DETAILS - MAKE -IBM</b>				
1	99BFEC	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
2	99BFGNK	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
3	99BFWEF	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
4	99BFGRY	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
5	99BFGRE	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
6	99BEXDK	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1



7	99BFAEA	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
8	99BFECT	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
9	99BGZDY	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
10	99BGZKN	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
11	99BGZXL	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
12	99BGZEL	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
13	99BGZKA	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
14	99BGZRA	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1
15	99BGZVN	xSeries-346 MT-M 8840	IBM xSeries-346 MT-M 8840	1

**SECTION VII (PART-I)**

**BID FORM**

Tender No. ....

Date: .....

To

**DGM (MM)**  
MAHANAGAR TELEPHONE NIGAM LIMITED,  
CORPORATE OFFICE  
NEW DELHI.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly Acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within (.....) **months and to complete delivery of all the items specified in the contract within (.....) months calculated from the date of issue of your purchase order.**
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum as mentioned in tender of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of ----- days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of ..... 200

Name and Signature -----

In the capacity of -----

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

witness .....

Address .....

Signature

\*\*\*\*\*

**SECTION VII (PART-II)**

**Price Schedule for Services at Delhi & Mumbai**

Sl No.	Item (To be filled as per SOR-Section V)	Basic Price (Rs.)	GST		Price including GST (Rs)	GST Credit Eligible Amount	Net cost to MTNL excluding GST Credit Eligible Amount
			Rate (%)	Amt. (Rs.)			
1	2	3	4	5	6	7	8
	Support and Maintenance service for Year 1						
	Support and Maintenance service for Year 2						
	<b>Total</b>						

**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.

## SECTION VIII

### BID SECURITY FORM

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

THE CONDITIONS of the obligation are:

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

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

This guarantee will remain in force as specified in **Clause 12** and **Clause 32.2** of **Section II** of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch  
Fax No. of Branch

\*\*\*\*\*

## SECTION IX

### PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, MTNL (hereinafter called 'MTNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

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

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 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 the MTNL that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_  
(Indicate the name of bank)

\*\*\*\*\*

## SECTION-X

### INTEGRITY PACT

Between

**Mahanagar Telephone Nigam Ltd. (MTNL) hereinafter referred to as “The Principal”**

And

.....hereinafter referred to as “The Bidder/Contractor”

### PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. PRINCIPAL is committed to have most ethical and corruption free business dealings with Bidder(s)/contractor(s).
  - b. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - c. The Principal will, during the tender process treat all Bidder(s) with equity and reason and will deal with them in a fair and transparent manner. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - d. The Principal will exclude from the process all known prejudiced persons.
  - e. PRINCIPAL will honour its commitments and make due payments to The Bidder(s)/Contractor(s) in a timely manner.
  - f. PRINCIPAL will initiate action and pursue it vigorously whenever unethical behavior occurs or is suspected to have occurred.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use impropriety, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e. The Bidder(s)/Contractor(s) will not make any false or misleading allegations against the principal or its associates.
  - f. The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL
  - g. The Bidder(s)/Contractor(s) will promote and observe best ethical practices within its organization.
  - h. The Bidder(s)/Contractor(s) will promptly inform the Independent Monitor(of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and
    - (i) If comes to know of any unethical or illegal practice in PRINCIPAL.
    - (ii) If he makes any payment to any PRINCIPAL Associate.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor (s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". **Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as Section-XI.**



#### **Section 4 - Compensation for Damages**

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.**

#### **Section 5 - Previous transgression**

- (i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors**

- (i) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Corporate Vigilance Office and may initiate criminal proceedings against the violating Bidder(s)/Contractor(s).

#### **Section 8 – Independent External Monitor/Monitors**

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MTNL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration

of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, MTNL within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, MTNL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MTNL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

#### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, MTNL.

#### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notice need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**(For & On behalf of the Principal)**

**(For & On behalf of Bidder/Contractor)**

**(Office Seal)**

**(Office Seal)**

**Place -----**

**Date -----**

**Witness 1:  
(Name & Address) \_\_\_\_\_**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Witness 2:  
(Name & Address) \_\_\_\_\_**

\_\_\_\_\_

\_\_\_\_\_

## SECTION XI

### Guidelines of MTNL on Banning of Business Dealings

#### 1. Introduction

- 1.1 Mahanagar Telephone Nigam Limited (MTNL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MTNL has also to safeguard its commercial interests. MTNL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MTNL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MTNL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

#### 2. Scope

- 2.1 The General Conditions of Contract (GCC) of MTNL generally provide that MTNL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor who has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 However, absence of such a clause does not in any way restrict the right of Company (MTNL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Units and subsidiaries of MTNL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

#### 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other.

- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) For Company Wide Banning (entire MTNL) the Director (Technical) shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MTNL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Suppliers of Imported Equipment.
  - b) For Units level banning: Any officer not below the rank of ED shall be the 'Competent Authority' for the purpose of these guidelines. The Director (Technical) shall be the 'Appellate Authority' in all such cases.
  - c) For banning of business dealings with Suppliers of Imported Equipment, MTNL Directors' Committee (MDC), consisting of Director (Technical), Director (Finance), Director (HR) of MTNL, shall be the 'Competent Authority'. The Appeal against the Order passed by MDC shall lie with CMD, as First Appellate Authority.
  - d) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach MTNL Board as Second Appellate Authority.
  - e) CMD, MTNL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

#### **4. Initiation of Banning / Suspension:**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with MTNL is under investigation by any department (except Suppliers of Imported Equipment), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MTNL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of MTNL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Suppliers of Imported Equipment following shall be the procedure: -
- i) Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
  - ii) If gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MTNL to continue to deal with such agency, pending investigation, Unit dealing with agency may send such recommendation on the matter to a Committee consisting of the following:
    1. ED (Operations), C.O.MTNL
    2. ED (Delhi), MTNL
    3. ED (Mumbai), MTNL
    4. Legal Advisor (Corporate Office)

The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days.

- iii) The comments / recommendations of the Committee shall then be placed before MTNL Directors' Committee (MDC). If MDC opines that it is a fit case for suspension, MDC may pass necessary orders which shall be communicated to the supplier of Imported Equipment.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MTNL, during the last five years;

- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MTNL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (MTNL) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (MTNL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (MTNL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (MTNL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct /default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent through the ED of the Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers.

The Corporate Office shall process the proposal of the Unit for a prima- facie view in the matter by the Competent Authority nominated for Company-wide banning.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Office shall issue a show-cause notice to the agency conveying why it should not be banned throughout MTNL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

7.3 There will be a Standing Committee in Corporate Office and each Unit to be appointed by Director (Technical) & ED respectively for processing the cases of “Banning of Business Dealings” except for banning of business dealings with suppliers of Imported Equipment. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Suppliers of Imported Equipment.

- i) Banning of the agencies shall apply throughout the Company including Subsidiaries.
- ii) Depending upon the gravity of the alleged misconduct the investigation report with all relevant details shall be placed before a Committee consisting of the following :-
  1. ED (Operations), C.O.MTNL
  2. ED (Delhi), MTNL
  3. ED (Mumbai), MTNL
  4. Legal Advisor (Corporate Office)

The Committee shall examine the proposal and give its comments / recommendations within 21 days.

- iii) The comments / recommendations of the Committee shall be placed before MTNL Directors’ Committee (MDC). If MDC opines that it is a fit case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, MDC will consider & award decision on case.
- v) The decision of the MDC shall be communicated to the agency.

## **8. Show-cause Notice**

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defense.



- 8.2 If the Agency requests for inspection of any relevant document in possession of MTNL, necessary facility for inspection of documents may be provided.
- 8.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
  - b) For banning the business dealing with the Agency.
- 8.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **9. Appeal against the Decision of the Competent Authority**

- 9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **10. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

## **11. Circulation of the names of Agencies with whom Business Dealings have been banned.**

- 11.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 11.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 11.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MTNL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 11.4 Based on the above, Units may formulate their own procedure for implementation of the Guidelines.

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**Section – XII**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

## Section-XIII

### Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.