



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3738612
Dated/दिनांक : 17-08-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-08-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-08-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	Mahanagar Telephone Nigam Limited(mtnl)
Office Name/कार्यालय का नाम	Mtnl Co
Total Quantity/कुल मात्रा	9
Item Category/मद केटेगरी	Web Server , Database Server , Software , Other , AMC for 1st Year , AMC for 2nd Year , AMC for 3rd year
BOQ Title/बीओक्यू शीर्षक	Server for SEBI Compliance
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	6 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	6 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Web Server
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1604800
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	32000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	42

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

CMD MTNL

MTNL CO, Department of Telecommunications (DOT), Mahanagar telephone nigram limited(MTNL), Ministry of Communications
(Cmd Mtnl)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are

not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Financial Bid (to be uploaded in Price Bid) - [1690270252.xlsx](#)

Web Server

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	1	21

Database Server

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	1	21

Software

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	2	21

Software

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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BOQ Detail Document	View File

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	1	21

Other

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	1	21

AMC For 1st Year

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	1	365

AMC For 2nd Year

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	1	365

AMC For 3rd Year

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratan Mani Sumit	110003,Room No.5304, 5th Floor, MAHANAGAR DOORSANCHAR SADAN, 9, CGO COMPLEX, LODHI ROAD	1	365

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

4. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

5. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

6. **Generic**

IT equipment shall be IPv6 ready from day one.

7. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

8. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

9. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

10. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

11. **Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

12. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

13. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due

performance of the Contract and the Sellers obligations there under.

14. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

15. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

16. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

17. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

18. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

19. **Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

20. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid

for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

21. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

22. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

23. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

24. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

25. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

26. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

27. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

28. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Bidders are advised to go through ATC Section-VII for checklist of documents to be submitted with their bids. The list is indicative only and bidders may submit all the requirement documents sought in the tender document.

2. Price details as per Format provided in Section-VIII of ATC have to be uploaded in the Financial Document Tab compulsorily in the Price Bid.

29. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद

पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

ADDITIONAL TERMS AND CONDITIONS

SECTION-I

1. Objective of the tender:

Mahanagar Telephone Nigam Limited (MTNL), a Navratna CPSE, is listed on various share trading platform like BSE and NSE for trading of its listed equity shares and Bonds. Thus, MTNL is obliged to implement the orders of Share Market Regulator i.e. SEBI.

As per the Regulations of SEBI(Prohibition of Insider Trading Regulations) 2015, MTNL has to ensure that a structured digital database is maintained containing the nature of unpublished price sensitive information (UPSI) and the names of such person who has shared the information and also the names of such persons with whom information is shared under this regulation along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available.

In order to meet the compliance requirement of Regulation 3(5) and 3(6) of SEBI (Prohibition of Insider Trading Regulations) 2015, MTNL has issued PO to M/s K P Corporate Solutions Ltd for purchase of Insider Trading Compliance Application (**On Premise License Model, Brand Name: ESOP Direct**) for Entrustment of work relating to installation of Structured Digital Database Software in MTNL.

The Server(s) and software(s) proposed to be procured through this tender shall be used to host **ESOP Direct application** of M/s K P Corporate Solutions Ltd. The server(s) intended to be procured shall be used as **WEB Server and Database Server**. As informed by application software supplier (M/s K P Corporate Solutions Ltd), both the Server will be used for development as well as for Production purpose by running multiple instances. The same shall be supported by the proposed Server(s) and software(s).

Scope of Work:

The Scope of work includes supply, Install, testing, commissioning and integration of the Server(s) and software(s) with the existing network to comply the technical specifications and objective of the network. Subsequently the product will be covered under warranty for 3 years followed by AMC support for next three years as per the defined SLA after successful commissioning (Take Over) of the system.

The bidders are requested to confirm that the servers are able to meet its intended use with the technical specification proposed by MTNL. In case any other thing is required to meet the intended use as detailed above, the bidders are requested to inform the same to MTNL at clarification stage otherwise the same shall be provided free of cost to MTNL (i.e. MTNL will pay the price discovered by tender only).

SECTION-II

Eligibility Conditions for Bidders

1. The eligible bidders should be Indian companies registered to manufacture/supply the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable.
2. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of similar product during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria: (i) Single order of at least 35% of estimated bid value; or (ii) Two orders of at least 20% each of estimated bid value; or (iii) Three orders of at least 15% each of estimated bid value. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. The bidder must have experience for number of years as indicated above of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. The bidder should have minimum average annual turnover of Rs.6,00,000/- during the last three years, ending on 31st March of the previous financial year. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Either the Indian Firm on behalf of the OEM or the OEM itself can bid but both cannot bid simultaneously for the same item/product in this tender. If both the OEM and their authorized bidder on their behalf submit the bid then both the bids will be rejected.
5. If a firm submits bid on behalf of the OEM, the same firm is not permitted to submit the bid on behalf of another OEM in this tender for the same item/product. Failure to comply with this condition shall result in rejection of the bid.
6. The local suppliers, at the time of bidding or solicitation shall be required to indicate % of local content and **provide self-certification in the format given below** that the items offered meets the local content requirement as per DoT notification. They shall also give details of the locations at which local value addition is made.

Format for Self-Certification regarding local content (LC) for Telecom product, Services or Works

Dated:

IS/o, D/o, W/o, Resident ofdo hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:..... dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- I. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Telecom Product/Services/Works for which the certificate is produced
- IV. Procuring agency to whom the certificate is furnished
- V. Percentage of LC claimed
- VI. Name and contact details of the unit of the manufacturer.
- VII. Sale Price of the product
- VIII. Ex-Factory Price of the product.

- IX. Freight, insurance and handling
- X. Total Bill of Material
- XI. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- XII. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- XIII. List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

Name.....

Designation.....

Contact Number.....

Date.....

7. Pursuant to Office Memorandum No 6/18/2019-PPD, Dated 23.07.2020 issued by Dept. of expenditure i.r.o. Insertion of rule 144 (xi) in the General Financial Rule (GFR) 2017, following provisions shall be applicable in this tender:-

8.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the said Memorandum.

8.2 **‘Bidder’ including the term ‘tenderer’ mans any person or firm or company, including any member of a consortium** or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

8.3 Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated , established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated. established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity ; or
- f. A natural person who is a citizen of such a country ; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

8.4 The beneficial owner for the purpose of Clause 3 above will be as under:

- I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) .who, whether acting alone or together. or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement more than twenty-five per cent. of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- II. In case of a partnership firm. the beneficial owner is the natural person(s) who , whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
 - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership .
 - VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .

8.5 In respect of para **8.1 to 8.4 above**, bidders are required to submit a certificate/undertaking in the following format:-

"I.....S/D/O..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that we M/sis not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we, M/s fulfill all requirements in this regard and is eligible to be considered. Copy of valid registration by the Competent Authority is attached herewith (if applicable) . Further, it is to undertake that we M/s will not sub-contract any work to a contractor from such country (ies) unless such contractor is registered with the Competent Authority".

SECTION-III (General Conditions of Tender)

1. Introduction:

Mahanagar Telephone Nigam Limited (MTNL), a Navratna CPSE, is listed on various share trading platform like BSE and NSE for trading of its listed equity shares and Bonds.

As per the Regulations of SEBI(Prohibition of Insider Trading Regulations) 2015, MTNL has to ensure that a structured digital database is maintained containing the nature of unpublished price sensitive information (UPSI) and the names of such person who has shared the information and also the names of such persons with whom information is shared under this regulation along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available.

2. BID DOCUMENTS:

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.

3. AMENDMENT TO BID DOCUMENTS

- 3.1** At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 3.2** The amendments shall be displayed on GeM portal and these amendments will be binding on all bidders.
- 3.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.
- 3.4** **Bidders may sought clarifications to tender through Representation window available on GeM only.**

4 DOCUMENTS COMPRISING THE BID:

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

- a)** Documentary evidence indicating that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

- b) EMD/Bid Security in the format attached herewith.
- c) A Clause by Clause compliance of the ATC.
- d) A Bid Form attached as with this document.
- e) Certificates to be submitted in support of eligibility conditions shall be in following format:-
 - (i) Certificate should be on the letter head of the issuing Company containing registered office address of the company.
 - (ii) Certificate should indicate the date of issue.
 - (iii) Certificate should contain name and designation of the signatory.
 - (iv) Certificate should contain Contact Telephone Number or Fax Number or e-mail id of the signatory.
 - (v) Date of commissioning of system and period of operation should be mentioned.
 - (vi) Certificate issued by Bidder or any other third party shall not be considered.
 - (vii) Self certificate shall not be considered.
 - (viii) Press release, website information shall not be considered.
 - (ix) All certificates should be valid on the date of submission of the bid.
 - (x) No certificate will be considered after date of submission of the bid.

5 DOCUMENTS NEEDED FOR ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 5.1** The bidder shall furnish, as part of the bid, documents establishing the bidder's eligibility to bid, and its financial, technical and production capability to perform the contract. Any subsequent correspondence in this regard shall be treated as post tender offer/clarification and shall not be entertained.

The documents shall comprise of following: -The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- (i) Certificate of incorporation.
 - (ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - (iii) Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
 - (iv) Approval from Reserve Bank of India /SIA in case of foreign collaboration.
 - (v) Latest and valid NSIC Certificate duly certified by NSIC (if applicable)
 - (vi) Annual Report and/or a certificate from its bankers as evidence that the bidder has financial capability to perform the contract.
 - (vii) Documentary evidence about technical and repair capability necessary to perform the contract.
 - (viii) Users' certificates regarding experience in supply and support.
- 5.2** The bidders shall have a Nodal Centre existing/ proposed to be opened, to facilitate the interaction preferably in Delhi /NCR which shall form part of

contractual commitment. The services of the Centre shall be available throughout the period of contract.

5.3 If any document is not submitted by bidder at the time of submission of bid in support of Bidders Eligibility Criteria, evaluation of bids will be based on available documents in the bid and non submission of documents will be treated as non-availability of documents.

6. Guidelines for submission of Bid Security/EMD and other documents such as Power of Attorney, Bid Form, etc by the bidder:-

6.1 EMD/Bid Security (as applicable), is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate / Udyam Registration certificate, broadly covering the tendered item/equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.

However, scanned copies of the following documents (which ever applicable) are to be mandatorily uploaded by the bidder in their online Technical bid on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage :-

- i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/ EMD
- ii) Demand Draft/ Banker Cheque or Bank Guarantee (if opted for EMD)
- iii) valid MSME Certificate /Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD)

A. Details of Accounts Holders:-

Name of Account Holder	MAHANAGAR TELEPHONE NIGAM LIMITED
Complete Contact Address	5 th Floor, Mahanagar Door Sanchar Sadan, 9 CGO Complex, Lodhi Road, New Delhi-110003
Telephone Number/Fax/E-mail	011-24325484, aobo.mtnlcorp@gmail.com

B. MTNL Bank Account Details:-

Bank Name	Indian Overseas Bank
Branch Name with Complete Address, Telephone No. & E-mail	Janpath Branch, F-47, Malhotra Building, Connaught Place, New Delhi-110001 Tel: 23320775 e-mail: iob0065@iob.in
Whether the Branch is	YES

computerized?	
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	YES, IOBA0000065
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB/Current /Cash Credit)	CURRENT ACCOUNT
Complete Bank Account No. (Latest)	006502000007431
MICR Code of Bank	110020004

6.2 If the EMD /Bid Security is **not submitted by the bidder through online / e-payment mode**; in such case, scanned copy of these instruments shall be uploaded by the bidder alongwith the technical bid and Originals of bank instruments such as Demand Draft or EMBG towards Tender Fee, EMD/ Bid Security respectively, shall be submitted by the bidder **on any date before or within 5 days of bid submission end date**; failing which the tender bid (if already opened on the basis of scanned copies uploaded in Technical Envelope), shall be rejected.

6.3 Further, if the required originals of bank instruments for EMD/Bid Security (if not submitted through e-payment mode), whose scanned copies are uploaded by the bidder & available in Technical Envelope, are not received within the stipulated time (any date before or within 5 days of bid submission end date) or any discrepancy found in the original offline document, the same will be brought to the notice of Tender Evaluation Committee (TEC) without any delay by the tender inviting sections.

6.4 During tender process, tender inviting authority may ask the bidder to produce/submit original copy of any document such as Power of Attorney, Bid Form. MSME/Udyam registration Certificate (if applicable) submitted as scanned copy, in Technical bid part on e-tender portal, which the bidder will have to comply with.

7 DOCUMENTS FOR ESTABLISHING SERVICES ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS.

7.1 The bidder shall furnish as part of his bid, documents establishing the conformity of Bid Documents to all services which the bidder proposes to supply under the contract, by clearly indicating 'complied' or 'not complied'. No ambiguity in compliance should be there in the bids.

7.2 The documentary evidence of the 'services' shall be to the purchaser's satisfaction and the bidder shall state that they will comply with all conditions specified in special conditions of contract and other conditions of this tender.

7.3 The documentary evidence of the services in conformity to the Bidding document may be in the form of literature, drawings and data. It may comprise of:

- a)** Detailed implementation schedule covering all the activities of the work and Bar/PERT chart.
- b)** A clause-by-clause compliance on the purchaser's Specifications and Commercial Conditions demonstrating substantial responsiveness to the 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. In case there is no deviation, "NIL" deviation statement shall be given. A bid without clause-by-clause compliance of the **Buyer Added Bid Specific ATC** shall not be considered. Further, wherever specifications indicate a specific parameter to be met, bidder shall indicate the actual value of the parameter.

8. BID SECURITY

8.1 The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for an amount of Rs 32,000/- (Rs Thirty Two Thousand Only). The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", "WITHOUT LIMIT", or "MORE THAN Rs. 50 LAKHS", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. For details of return/adjustment and forfeiting refer to clause 8.5, 8.6 and 8.7 below.

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.

Bid Security shall be submitted by the bidders in accordance with clause 6 above.

8.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 8.7.

- 8.3** The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of 180 days from the date of tender opening.
- 8.4** The bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 8.5** The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity.
- 8.6** The successful bidder's bid security will be discharged upon the bidder's acceptance of the contract satisfactorily and furnishing the performance security.
- 8.7** The bid security may be forfeited:
- (a)** If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b)** In the case of successful bidder, if the bidder fails:
 - I. to accept the contract in accordance or
 - II. to furnish performance security.
 - (c)**
 - (i)** In both the above cases, i.e. 8.7(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 contract. 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 (c) (i) above, such bidder will also be deprived off from exemption in tender fee, exemption from payment of Earnest Money (Bid Security) and exemption from payment of Performance Security Deposit for next one year after they become eligible to participate in MTNL tenders.

9. MODIFICATION AND WITHDRAWAL OF BIDS:

As per GeM provisions.

10. CLARIFICATION OF BIDS:

- 10.1** 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.

10.2 During bid evaluation, seeking shortfall of documents from the bidder(s) shall be allowed against those clauses which have been complied by the bidder in the bid. However, while seeking shortfall documents from the bidder, following should be ensured:-

- (i) Subsequent document(s) shall not affect the price schedule in any manner.
- (ii) The documents relating eligibility shall not be later than the date of bid opening date.

11. CONTACTING THE PURCHASER:

11.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by MTNL, the bidder's tender may be cancelled.

11.2 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.

12 AWARD OF CONTRACT: PLACEMENT OF ORDER

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

13. AWARD CRITERIA: It shall be as per GeM Provisions.

14. 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.

15. SIGNING OF THE CONTRACT: It shall be as per GeM Provisions.

16. 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 these clauses which may result in outright rejection of the bid.

- (i) Submission of Bid /Bid Security Bank Guarantee validity for shorter period of time or Bid security not in the desired format etc. shall be treated as minor infirmity and may not lead to outright rejection of bid. Clarification to this effect. However,

the bid shall be rejected, if the bidder fails to submit EMD/Bid Security (or MSME / Udyam Registration certificate towards claim of exemption from EMD/Bid Security), at all, as per clause 6 above.

- (ii)** If the eligibility condition is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
 - (iii)** 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)** 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.
 - (vi)** Prices are not filled in as prescribed in price schedule.
- 17.** Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment 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.
- 18.** Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 19.** 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."

20. PERFORMANCE SECURITY:

- 20.1** 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.
- 20.2** 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.
- 20.3** 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 an Invoice/ Debit note to vendor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- 20.4** The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in of this Bid Document.
- 20.5** 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.
- 20.6** The performance security deposit shall be adjusted against any other penalty or liquidated damages, which may arise out of the contract.

21 SUB-CONTRACTS:

- 21.1** The bidder/the supplier cannot assign/transfer and sub-contract its interests/obligations under the contract without the prior written permission of the purchaser.

21.2 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.

22. FORCE MAJEURE:

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

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

23. TERMINATION FOR DEFAULT:

23.1 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.

23.2 In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be

liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue 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.

24. 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.

25. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, in that event, such disputes or differences, whatsoever arising between the parties in respect of this Agreement/contract shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

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

convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.

- (e) Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by CMD, MTNL or any other officer on his behalf. In case, the office of CMD, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of CMD shall issue the appointment order.
- (f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi/Mumbai.
- (g) In the event of such an Arbitrator, to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- (h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
- (i) The Arbitration proceedings shall be in English language.
- (j) The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at Delhi/Mumbai.

26 ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS WITH OTHER CPSES AND GOVERNMENT DEPARTMENTS/ ORGANISATIONS.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of this Commercial contract(s)/ agreement, between the Central Public Sector Enterprises (CPSEs)/ Port Trust Inter se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(CM)/FTS-1835 dated 22/05/2018”.

The court at Delhi/Mumbai shall have the exclusive Jurisdiction to entertain any dispute or claim arising out of contract.

27. SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the MTNL or any other person(s) contracting through the MTNL and set off the same against any claim of the Purchaser or MTNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or MTNL or such other person(s) contracting through the MTNL.

In case of Set off the claims by purchaser from dues of supplier against any other contract, the Purchaser reserves the right to recover the claims from the Invoices raised by the supplier for which the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, if any.

28. FALL CLAUSE:

28.1 If at any time during the contract;

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;

And/Or

(b) The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc. and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor.

28.2 (a) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/or offered to sell the same or similar equipment/service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.

(b) In case undertaking in Clause 28.2 (a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

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

29.1 The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of **Clause 29.2** below.

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

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

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

(iii) Provisions contained in Clause 29.2(a) (i) shall not be applicable for durations (periods) which attract L.D. against **Clause 29.2(a) (ii)** above.

- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, in case of tenders floated by Units and by the CMD in case of tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- (f) The Liquidated Damages shall be calculated on the all inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes
- (g) If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under clause **29.2** above.

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

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

way relieve the supplier from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.

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

30. 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.

31. 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 30th of following end of financial year in which such supply was made.
- (d)** It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier 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.

32. 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 34 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

33. 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.

34. 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.

35. 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.

36. 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.

37. The decision of MTNL in respect of levy of Penalty shall be final and binding. Any dispute in relation to imposition of penalty or quantum thereof shall not be arbitrable and the clause of Dispute Resolution shall not be applicable.

39. In case of any conflict between above Buyer Specific ATC and GeM T&C on the same matter, the decision of MTNL will be final to decide course of action.

Appendix-A to SECTION-III

BID FORM

Tender No.

Date:

To

Jt. GM (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 @ 5% 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 YYYY

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of

witness

Address

Signature

Appendix-B to SECTION-III

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 8 and 16 of Section-II of this Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness	Signature of the Bank Authority. Name Signed in Capacity of Full address of Branch
Address of witness	Tel No. of Branch Fax No. of Branch

Appendix-C to SECTION-III

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 TWO 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-IV

Special Conditions of Tender

1. **PAYMENT TERMS:**

Payment shall be made in Indian Rupees lot-wise as per delivery schedule.

- (a) 80% of the cost of the equipment including hardware and software (along with GST on 100% invoice value) on the commissioning of all the equipment at site in satisfactory condition.
- (b) 20% of the cost of equipment including hardware and software (along with GST on 100% invoice value) after one year of commissioning and satisfactory operation.
- (c) The AMC payment shall be made quarterly in arrears and payments (including GST) shall be released subject to successful execution of work under the AMC Agreement

2. **Warranty:**

- 2.1 The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quality of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty. The warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **three years** after the equipments have been taken over. Warranty shall also include replacement of faulty software.
- 2.2 The period of Warranty (including spares and consumables) shall be **three Years** from the date the equipment in the network has been taken over.
- 2.3 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until

the end of the above mentioned warranty period. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights, which the purchaser may have against the contractor in respect of such defects.

2.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

3. ACCEPTANCE PROCEDURE / INSPECTIONS AND TESTS/QA:

3.1 The equipment and accessories on receipt in the Purchaser's premises will be tested during and after installation before "take over" and if any equipment or part thereof are found defective, the same shall be replaced free of all costs to the purchaser at site as laid down in clause 3.2 below, within such time so as not to delay the project commissioning.

3.2 If any equipment or any part thereof, before it is taken over under 3.3, be defective or fails to fulfill the requirements of the contract, the inspector shall give the supplier notice setting forth details of such defects or failure and the supplier, shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding two weeks of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the Purchaser reserves the right to reject and replace at the cost of the supplier the whole or any portion of the equipment as the case may be. Also any additional cost arising due to such delay shall be borne by the contractor. This shall also include the cost of extra stay of inspection team etc. The cost of any replacement made by the purchaser or additional cost referred above shall be deducted from the amount payable by the supplier.

3.3 When the performance tests/Inspection called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding three months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests.

3.4 Nothing in clause 3 shall in any way release the supplier from any warranty or other obligations under this contract.

3.5 Inspection and testing shall be as per provisions in the Technical Specifications.

3.6 The supplier will submit a Type Approval Certificate (TAC) issued by TEC or TSEC issued by BSNL QA. In case TAC/ TSEC is not available, the supplier will

be required to submit a self-certification/Undertaking confirming that the supplied server(s) complies with relevant TEC GR(s) for Server (s).

- 3.7 Purchaser reserves the right to appoint any testing authority including its own A/T team for carrying out Acceptance testing of the Servers.
- 3.8 MTNL may not insist for QM333 for those items (same make and model), which have already been supplied in BSNL/MTNL network and are working successfully for at least a period of one year.

4. SOFTWARE

- 4.1 Software version of the equipment being supplied must be indicated in the schedule of requirements as well as in order documentation. Bidders must quote for all necessary licenses required to meet out the tender requirements, however, MTNL reserves the right to order required licenses depending on the availability of licenses with MTNL for such products. Wherever licenses are available, the prices shall be affected on pro-rata basis.
- 4.2 The bidder shall supply latest versions of software as and when released along with associated hardware necessary for maintaining the software on the systems/equipment supplied to MTNL, either free of cost or may be quoted under “any other item” limited to existing features and specifications of the tender, continuously for a period of six years from the date of commissioning of equipment.
- 4.3 For the software requirement, bidder should have arrangement with the original software supplier for maintenance / upgrade to meet the obligations under this tender.
- 4.4 Software upgrades shall not make the existing hardware redundant.
- 4.5 All software licenses must be supplied for use for unlimited period (perpetual) and shall be in the name of MTNL allowing for multi users and for unlimited period. There will be no restriction to use the licenses on other basis such as concurrent users, active subscriber base, total usable capacity etc.
- 4.6 All the software upgrades and/ or patches required for the maintenance of the system supplied will be implemented free of cost at each site for 6 years by respective supplier and functionality of the system will be ensured by bidder after the implementation of Software Upgrades / Patches in each system. The bidder shall submit a certificate that it has implemented the patches released during the year at the end of every financial year.
- 4.7 All interfaces should be industry standard open interfaces.
- 4.8 Unsupported software with no provision of bug fixing, upgrades and updates will not be accepted.
- 4.9 The system hardware/software should not pose any problem due to change in date time caused by events such as change of millennium, century, leap year etc, in the normal functioning of the equipment.

- 4.10 Any customizations, operation and management reports from the system required by MTNL during the warranty and AMC period shall be provided by the selected bidder free of cost to MTNL.
- 4.11 Details of all the modules & sub modules of all the software shall be submitted along with the bid.
- 4.12 The bidder has to provide open published API's of systems supplied against the Purchase Order for sharing with other systems.
5. The equipment must comply with all the Government guidelines and regulations as and when required during warranty and AMC period. If any update/upgrade or software modification is required, the same will be provided at no extra cost.
6. The space & Infrastructure like power, air-conditioning etc, and requirement of different equipment's should be clearly indicated by the bidders.
7. Any item not listed by the bidder in the bid, but is required subsequently during installation or operation of the project shall be supplied free of cost by the bidder.
8. All cabling and installation material required for implementation of the project will be provided by the bidder. Installation and commissioning of the servers will be the bidder's responsibility.
9. **WARRANTY (for Hardware, Software & Services):**
- 9.1 Warranty shall cover all components including software.
- 9.2 The warranty of the hardware, software and services should be for three years after the date of commissioning and equipment has been taken over by MTNL. During the warranty period the complete responsibility to keep the equipment working (including replacing parts) rests with the supplier for the supplied system.
- 9.3 The bidder should ensure that any software/ hardware bugs if found shall be fixed free of charge during the warranty period.
- 9.4 The successful bidders shall be required to provide comprehensive warranty for a period of 3 years during which they shall be required to maintain the equipment/ service supplied in perfect working condition. The "service" within the scope of its definition will also include the maintenance of the installed software provided by the bidder along with the Hardware.
- 9.5 During the warranty the bidder shall perform all the functions as enunciated under the AMC free of cost. All the penalty clauses shall be applicable during the period of warranty in case of failure on the part of supplier.
10. **Technical support and maintenance:**
- 10.1 The bidder or its Indian Subsidiary should set up a Nodal Centre in Delhi/ NCR within 3 months of the issue of P.O, for project implementation, O&M support and

Annual Maintenance to facilitate interaction with MTNL. The services of these centre's shall be available throughout the period of tender. The details for the Centre's are to be provided with bid document.

- 10.2 The bidder is responsible for the complete technical/ operational support during warranty and subsequently during the AMC period for 6 years including warranty period.
- 10.3 Uptime should be kept as 99.9% (calculated over an accumulated period of each warranty/ AMC quarter) for the servers. Otherwise, it will be tantamount to non-compliance of warranty/ AMC (as applicable) and MTNL will be free to take appropriate action in this regard.
- 10.4 If the fault is booked between 8 AM to 6 PM, then it should be cleared within time frame specified in AMC Agreement depending upon the severity of fault. In case the fault is booked / reported after 6 PM, then it should be cleared by 7 AM of the next day. In both these cases, if the faults persist beyond these respective time stipulations, the penalties will be imposed as specified in AMC Agreement of Tender document.

11. AMC (For Hardware, Software & Services):

- 11.1 The Supplier shall quote for year-wise comprehensive Annual Maintenance as per terms and conditions for AMC are given in tender document.
- 11.2 Contract for three years which shall become effective at the end of the warranty period. The cost shall be quoted as a lump sum including visits of the engineers, etc.
- 11.3 No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
- 11.4 The payment of AMC will be made only when the bidder submits the agreement for the AMC with the OEM.
- 11.5 During the warranty the bidder shall perform all the functions as enunciated under the AMC at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of supplier.
- 11.6 The bidder shall, at the time of submitting the bid submit the proposal specify the fault control center location and how the bidder proposes to carry out repair under AMC. The bidder shall also indicate what spares will be kept in different locations. The infrastructure planned to be created by the bidder to fulfill his obligations under AMC and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.
- 11.7 Sufficient spares needs to be maintained in the regional repair center to meet the time lines specified during period of Warranty and AMC. The List of Spares that is planned to be kept in the repair center needs to be submitted at the time of bid.

- 11.8 The selected bidder shall submit a Service Bank guarantee (SBG) against AMC, valid for a period of **Four** years, two months before the ongoing date of expiry of the PBG submitted against the PO. Purchaser reserves the right to forfeit the PBG if the SBG against AMC is not submitted in time. Amount of Service Bank Guarantee will be the average over three years of the sum of the values of the yearly AMC charges. The validity of the AMC SBG shall have to be extended by the bidder to cover the whole three years of AMC, if for any reason the date of start of AMC changes.
- 11.9 The support for planning, optimization and tuning after commissioning, whenever needed during Operation period/ Warranty / AMC shall be provided by bidder at no extra cost to the Purchaser.
12. Taking Over Certificate/ (CRAC) will be issued after successful Commissioning, clearance of all the A/T memos.
13. The system availability shall be at least 99.9% measured over a period of one year.
- 14. Delivery Schedule:**

Supply, installation testing and commissioning including A/T as per tender	:	Within 3 weeks of issue of PO
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15. The specifications given in the document are only minimum suggested configuration. It shall be bidder's responsibility to ensure that any additional equipment/hardware required during AT and operation i.e. during warranty and AMC period for satisfactory performance of Servers as per the requirement specified in this tender document will be supplied free of cost by the successful bidder.
16. The Bid is to be submitted as a composite system for the requirements as per technical specifications.
17. The required Customization to meet the needs of MTNL, for the system supplied should be done by the vendor till the warranty. MTNL officers should be able to configure their parameter as per business needs on a template to be provided by the system integrator and supported by all software solutions provided in the system for more than 99% of the requirements i.e., the reconfiguration of the business needs should be independent of the system/ software etc.
18. A strong Security and Auditing system should be provided. Detailed log of all transactions should be maintained.
19. The bidders should clearly indicate the technology for which the offer has been made. In case it is transfer of technology, all details such as name of technology, name of company etc.should be given.

20. The scalability for the various servers as specified in the tender document shall be achieved by adding additional number of CPUs, RAM and HARD DISK only and all other components required to meet the scalability will have to be provided at the time of initial delivery.
21. **The servers being procured through this tender shall support IPv4 and Ipv6 both.**

Appendix-A to SECTION-IV

ANNUAL MAINTENANE CONTRACT AGREEMENT FORMAT

This AGREEMENT is made on thisday of(Month).....to be effective from to.....

BETWEEN

MAHANAGAR TELEPHONE NIGAM LIMITED DELHI a company registered under the Indian Companies Act and having its registered office at 5th Floor Mahanagar Door Sanchar Sadan, 9,C.G.O. Complex Lodhi Road, New Delhi-110003 (hereinafter called the MTNL Delhi .) of the ONE PART

The term MTNL shall unless repugnant to the context of contrary to the meaning shall include all its assigns, successors and persons nominated or appointed by MTNL and inter alia deal with the supervise the execution of this contract.

AND

_____ A COMPANY REGISTERED UNDER THE INDIAN Companies Act having its registered office at _____ acting through Mr. _____duly constituted attorney/authorized person pursuant to the General Power of Attorney dated _____ executed as per terms of the Board Resolution dated _____, (hereinafter called The Vendor, also called Supplier or vendor, which expression shall include its affiliates, subsidiaries, successors and permitted assigns) on the Other Part.

WHEREAS MTNL has placed the purchase order on the SUPPLIER vide P.O.No _____ Dated... _____ for supply, installation, commissioning and Annual Maintenance of..... equipment against _____ tender enquiry No. _____

WHEREAS the SUPPLIER has undertaken to furnish a Performance Guarantee for a sum of Rs.....only in the form of Bank Draft drawn in favour of MTNL Delhi on any schedule bank at Delhi or an unconditional irrevocable Bank Guarantee in favour of MTNL Delhi for a minimum period of **42 months**.

WHEREAS the SUPPLIER has made the offer to duly comply with all the provisions of the Tender/Bid Document, including those pertaining to Post Warranty Annual Maintenance Contract, after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by MTNL on the terms and conditions mentioned hereafter and after

ascertaining that the SUPPLIER is fully capable of complying with the aforesaid terms of the Bid Document.

NOW the AGREEMENT WITNESSETH as follows:

1. PERIOD OF VALIDITY OF THE AGREEMENT.

1.1 This Agreement shall remain in force foryears fromtofrom the date of completion ofyears warranty, while at the same time the terms and conditions of this agreement except for payment of charges to the SUPPLIER shall also apply during warranty period.

1.2 Extension of this Agreement shall be negotiable for the second term depending on the performance of the SUPPLIER during the period of the initial term.

2. In addition to complying with all the terms and conditions recorded in the Tender/Bid Document, the SUPPLIER hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.

3. Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.

4. During the period of AMC the SUPPLIER shall inter alia (see note below)

- (i)** Diagnose the hardware and software faults.
- (ii)** Rectify the hardware/software faults detected.
- (iii)** Repair and replace the faulty equipment.
- (iv)** Carry out the periodic preventive maintenance.
- (v)** Upkeep and upgrade the software periodically for ensuring trouble free/bug free/fault freeperformance of the supplied systems/equipment.
- (vi)** Flexibility for creating customized reports.
- (vii)** Provide full and time bound integration with EMS system
- (viii)** AMC shall be inclusive of cost of spares, labour and all other costs.

5. The supplier shall prepare the schedule of preventive maintenance for each quarter and shall submit the same to MTNL in advance. The preventive maintenance shall not affect the normal functioning of the system.

6. The SUPPLIER shall provide all the latest Software Updates, upgrades and/or patches (including incidental hardware upgrades such as DRAM and Flash memory etc) along with required hardware for ensuring trouble free/ bug free /fault free performance & maintenance of the supplied systems/equipment to MTNL on free of cost basis as a part of the AMC as well the maintenance of these

upgrades.

7. The SUPPLIER shall be solely responsible for the maintenance, repair & up gradation of the software/hardware systems, equipment and parts thereof and MTNL shall not be liable to interact with any of the partners/ collaborators or subcontractors of the SUPPLIER.

8. REPAIR AND MAINTENANCE (see note below)

8.1 TECHNICAL SUPPORT & SERVICE CENTRE

8.1.1 The SUPPLIER shall have at least one Technical Support & Service Centers in Delhi/NCR. The SUPPLIER may set up more such centres to meet the criteria for fault restoration/faulty unit repair times as mentioned in the AMC. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers and email address of all Technical Support & Service Centers at the time of signing this Agreement

8.1.2 The SUPPLIER shall also provide the name of alternate contact person or Technical Support & Service Center with address & telephone /email address which may be contacted by MTNL staff for support in case of no response/poor response from the designated Technical Support & Service center. This, however, shall not preclude MTNL from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.

8.2 Any change in Address, Phone number, email address, GSTIN etc shall have to be intimated in writing by the SUPPLIER to the concerned In-charge of the MTNL unit as well as the concerned head of MTNL unit at the earliest. If the unit in charge of the MTNL unit is unable to report the faults to the normally assigned Technical Support & Service Center due to the change of phone number etc. the fault will be reported (as per provision of 8.1.1 above) and the SUPPLIER shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.

8.3 RESPONSIBILITIES OF TECHNICAL SUPPORT & SERVICE CENTER

8.3.1 The SUPPLIER shall ensure that all the Technical support & service centers are manned by fully competent and responsible Engineers and are capable of giving all types of necessary technical guidance/ assistance over phone to the respective officers of MTNL for fast troubleshooting & rectification of faults.

8.3.2 The SUPPLIER shall also ensure that Technical support Centers are manned and are able to provide service to MTNL round the clock, all the seven days of the week throughout the year. The level of service provided to MTNL shall not go down during night time or due to any day being holiday, or for any other reason.

- 8.3.3** The Technical support Centers shall receive the faulty cards/ units/ PCBs from MTNL sites and repair / replace them with good ones during the period of AMC.
- 8.3.4** One or more of the Technical Support Center (s) shall also work as repair center(s) and it shall be responsible for repairing the faulty cards/ units/ PCBs. Such repair Center shall also maintain a requisite minimum stock of such cards/equipment often going faulty, in order to keep the down time within limits as envisaged in this agreement. The SUPPLIER shall be at liberty to distribute spares to the nodes as deemed fit or keep them at the designated Technical Support Centres.
- 8.3.5** The Technical support Center shall regularly obtain feedback about the health of the systems under its jurisdiction from the officer of MTNL on monthly basis (or even more frequently) and maintain a proper record of such feedback. These shall be made available to the technical experts nominated by the SUPPLIER for analysis and such technical expert in turn shall give adequate and proper guidelines / technical advice to the officers of MTNL for taking necessary preventive measure for reducing the frequency of such faults and also for preventing such faults from re- occurring. This shall, however, not absolve the SUPPLIER from fulfilling his obligations under this agreement.
- 9.** The SUPPLIER shall preferably set up at least one repair center each in Delhi/NCR within 3 months from the date of purchase order.
- 10.** The SUPPLIER may either carry out the repair on his own or through the facilities of third party. MTNL shall, however, interface only with this SUPPLIER in all cases.
- 11.** The first line maintenance shall be done by authorized staff of MTNL by replacement of the faulty/affected module with a readily available good module, stocked at the site by the SUPPLIER at his (SUPPLIER's) cost or out of the spare capacity, if available in that node, if no spares at site have been made available by the SUPPLIER. Decision whether the module/ cards at any node can be made spare or not shall rest with MTNL. It shall not absolve the SUPPLIER from his responsibilities under this agreement for restoration of fault etc. All such changing/ replacement of faulty/affected modules shall be done by MTNL staff as per telephonic (or otherwise) instructions of the technical support centre.
- 12.** The faulty module shall be sent by MTNL to the SUPPLIER's designated Repair Center /Technical support Center within the shortest possible time.
- 13.** The SUPPLIER shall arrange and ensure repair or replacement of the faulty module to the concerned site of MTNL within 15 days of dispatch of the faulty module by MTNL to the SUPPLIER's designated Technical support Center. While

the responsibility of delivering the faulty module /Card / PCB / equipment to the SUPPLIER's premises will lie with MTNL, the responsibility of repairing and sending back the same to the respective MTNL location will be with the SUPPLIER.

14. 15 days time shall be calculated from the date of dispatch of faulty equipment at the SUPPLIER's designated Repair Center/Technical support Center to the date of receiving back of the repaired/replacement of the same at the concerned MTNL site. Wherever sub-rack or other equipment is brought by the representative of the SUPPLIER at site for replacement, the faulty unit/ sub-rack equipment shall be taken back by the said representative for further repair etc. at the cost of SUPPLIER.

15. TECHNICAL SUPPORT PROCEDURE

- 15.1 The Supplier shall arrange for and ensure the immediate replacement of the faulty equipment/PCB/modules etc with the good ones as & when the faulty are received at its designated Technical Support Center for repairs.
- 15.3 The SUPPLIER shall furnish the detailed guidelines for each server regarding the identification/ detection/ diagnosis of the faults at the time of supplying the servers to MTNL sites.
- 15.4 MTNL as well as the supplier shall maintain the records of equipment sent for repair/ replacement (quantity sent/ time & date of sending/ date of receiving back, etc.).
- 15.6 MTNL shall compile the records regarding the maintenance of the servers and will recommend the penalty, if any, in accordance with clause 19 for delays in receiving back the repaired/ replaced equipment within stipulated time frame.
- 15.7 In case of any dispute, the records maintained by MTNL shall have precedence.

16. MAINTENANCE OF HISTORY SHEET AND LOG BOOKS

- 16.1 The SUPPLIER shall supply elaborate maintenance procedures and perform a of the history sheet to every concerned location of MTNL.
- 16.2 The SUPPLIER shall analyze the health record of the supplied equipment on monthly basis and if something alarming or unusual is noticed, shall advise the field staff of MTNL to take necessary actions for preventive maintenance of such equipment. These instructions for preventive maintenance shall be passed on to MTNL staff in writing and by sending experts to the respective locations when felt necessary. MTNL reserves the right to make changes in the proforma proposed by the SUPPLIER.

17. AMC CHARGES AND PAYMENTS

- 17.1** The charges for AMC will be as given in the purchase order. A copy of the same will be made part of this agreement at the time of signing this agreement.
- 17.2** For fulfilling the above obligations, the following procedure shall be followed for paying the SUPPLIER the charges for the services rendered by the SUPPLIER under this Agreement.
- 17.3** MTNL shall not pay any charges in advance. Bills for AMC shall be paid by MTNL at the end of each quarter, after successful execution of the works under this Agreement normally within 21 (twenty one) days of the receipt of the duly completed bills.
- 17.4** All payments shall be made by the Accounts Units concerned based on the fault report received from the concerned MTNL officer, after deducting penalties, if any. For this purpose, MTNL shall designate nodal officer in Delhi unit.
- 17.5** MTNL reserves the right to adjust any over-payment of AMC charges in any year, any time during the period of AMC.

18. FORCE MAJEURE:

- 18.1** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within **21 days** from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this 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 MTNL 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 reason of any such event for a period exceeding 60 days either party may, at its option, terminate the contract.
- 18.2** 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 manufacturer which may be in possession of the supplier at the time of the 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 concurrence of the purchaser elect to retain.

18 Faults: Severity levels and restoration time:

- 18.1 Failure/Crash of any of the server/OS resulting in the unavailability of the service shall be treated as major fault. Such faults shall be rectified within **four hours** of reporting to the supplier.
- 18.2 Faults causing slow performance of the any or whole of the services shall be treated as minor fault. Such faults shall be rectified within **twelve hours** of reporting to the supplier.

19 PENALTIES:

- 19.1 If the supplier fails to restore the fault within the time limit specified in clause 18 above, following penalties shall be applicable:

Fault Type	Penalty per hour of delay/ Per node/per occasion
Major	Rs.300/-
Minor	Rs.200/-

(Delay will be counted in steps of one hour)

- 19.2 The penalty will be applicable for each and every affected server/service separately.
- 19.3 If the supplier is unable to meet the deadline of **15 days** as mentioned in para 13 for repair/replacement of faulty equipment, a penalty of **Rs.500/- per day** of delay per faulty module/card shall be applicable. **Beyond 30-day** delay, the penalty shall be **Rs.1000 per day**. A system of dispatch and receipt challans shall be worked out between MTNL and the supplier **within three months** of the placement of Purchase Order in order to account for the delay. Decision of MTNL as to how the system is designed shall be final.
- 19.4 The penalty shall be deducted from the quarterly bills. The maximum value of penalty for fault in nodes **shall not exceed 25% of AMC** amount in that quarter. However there shall be no limit on the penalty for delay in repair of units/modules as mentioned in 19.3 above.
20. After the expiry of annual maintenance contract, it shall be optional for MTNL not to enter the AMC contract further with the contractor. In such circumstances the contractor will be bound to hand over the spare parts /sub assemblies /printed circuit boards etc to MTNL. For this reason the bidder shall quote, in the bid the price of these parts /sub assemblies/ PCBs to be paid by MTNL at that time.

However, if additional spare parts are needed the bidder shall supply them at the same rate. MTNL will have right to purchase spares in quantity, which are less or more than the quantity quoted by the contractor in the bid. If MTNL is not satisfied with the performance of the SUPPLIER during AMC, it reserves the right to terminate the AMC during its currency, after giving three months notice to the SUPPLIER and in such an event the vendor will hand over all the spares as indicated above.

20.0 DISPUTES & ARBITRATION:

20.1 DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, in that event, such disputes or differences, whatsoever arising between the parties in respect of this Agreement/contract shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

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

office of CMD, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of CMD shall issue the appointment order.

- (f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi/Mumbai.
- (g) In the event of such an Arbitrator, to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- (h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
- (i) The Arbitration proceedings shall be in English language.
- (j) The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at Delhi/Mumbai.

20.2 ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS WITH OTHER CPSES AND GOVERNMENT DEPARTMENTS/ ORGANISATIONS.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of this Commercial contract(s)/ agreement, between the Central Public Sector Enterprises (CPSEs)/ Port Trust Inter se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(CM)/FTS-1835 dated 22/05/2018”.

The court at Delhi/Mumbai shall have the exclusive Jurisdiction to entertain any dispute or claim arising out of contract.

21.0 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 or persons contracting through the MTNL and set off the same against any claim of the Purchaser or MTNL or such other person or persons 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 or persons contracting through MTNL.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed and delivered for and on behalf of MAHANAGAR TELEPHONE NIGAM LIMITED.

By_____

Signed on behalf of M/s._____

By Shri _____ holder of General Power of Attorney dated_____ executed in accordance with the Resolution No. Nil dated _____ passed by Board of Directors.

In the presence of:

Witness:

1_____

2_____

SECTION-V

SCHEDULE OF REQUIREMENT (SOR)

S. No.	Item	Quantity
(A) Hardware		
1	Web Server	1
2	Database Server	1
(B) Software		
1	Windows Server Standard 2022 with backward compatibility to Server Standard 2019 (one each for Web Server and Database Server)	2
2	Microsoft SQL Server 2022 Standard Edition 64 Bit with backward compatibility to SQL Server Standard 2019 64 Bit (for Database Server)	1
(C)	Any other item, if required for installation and commissioning of the server(s) and software(s)	As required

Note:

1. If the bidder considers that any item is required to be supplied under S. No. 2 (C) above, the item may be clearly specified along with justification of its requirement.
2. Successful bidder(s) shall have to arrange installation, testing & commissioning of server along with software(s) at Delhi.

SECTION-VI

Technical specifications of hardware and software

(A) Hardware technical specification in addition to the specification selected on GeM:

Sr. No.	Head	Requirement
1	Form Factor	Rack
2	Size (RU)	Up to 2 RU
3	Number of Processers	Minimum 2
4	Number of Cores per processers	Minimum 8
5	Processor Base Frequency(GHZ)	2.1 and above
6	Processor Turbo Frequency(GHZ)	3.2 and above
7	Total Cache (L1+L2+L3) (MB)	22 and above
8	RAID Level	1+0
9	OS Compliance	Windows server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMware ESXi, Ubuntu, Cent OS, Debian, AIX
10	Virtualization compliance	VMware, HyperV, Oracle Virtualization, Red Hat Virtualization, OpenStack
11	RAM	32GB DDR4 2133 MHz or higher advance ECC UDIMM or more with multi bit error protection scalable upto 128GB RAM. Online spare, mirrored memory with fast fault tolerance. Memory Should be capable of identifying and reporting whether genuine OEM memory is installed for system reliability.
12	Memory Slot	Minimum Four DIMM sockets supporting DDR4 DIMMs at 2133 MHz or higher & ECC UDIMMs. The RAM should be populated in minimum 2 slots.
13	Hard Disk Storage	Minimum 2 X 512 GB (usable) SAS Hot Swap HDD. The drive carrier should have intuitive icon based display.
14	No. of slots available for SAS Drive	Minimum 4
15	Number of Slots populated with SAS Drive	2
16	SAS drive Speed (Hot plug or	10 K

	better) (RPM)	
17	RAID Controller Cache (GB)	2 and above
18	Number of Dual port FC HBA card	1
19	FC HBA Speed (Gbps)	8 or above
20	Video Controller (support VGA or above resolution)	Yes
21	Ports required	3x USB 3.2 port, 1x USB 2.0 port, 1x VGA video port, 1x RJ-45 1GbE systems management port
22	Additional Port requirement	<ol style="list-style-type: none"> 1. Minimum two LAN cards with 1 Gbps 2. Minimum One Dual Port FC HBA Card with 238/16Gbps Support 3. DV24D Drive
23	Networking Interface Card Features	Asset Feature Tracking, Security Management, Remote Wake up, Each Adapter should support vNICs
24	Total number of Spare Bays Available for Future Upgradation (Internal)	6
25	Additional security features	Power-on password, administrator's password, Trusted Platform Module TPM 2.0, Enable IPMI-over-LAN, Encrypted Virtual Media. Provision for Cryptographic firmware updates, Secure /Automatic BIOS recovery
26	Firmware Security	Server should have security dashboard to detect possible security vulnerabilities
27	Proactive alert	Pre-Alert: Processors, voltage regulators, memory, internal storage (SAS/SATA HDDs M.2 storage, flash storage adapters), fans, power supplies, RAID controllers, server ambient and subcomponent temperatures. Alerts should be surfaced through the system Controller to system managers, VMware vCenter, and Microsoft System Center.
28	Power Supply	Redundant Hot Swappable low halogen Power Supply with minimum 94 % efficiency. The server should work on AC power supply available at MTNL Data Center in Delhi.
29	Hot Swappable (Redundant Fan)	Yes
30	Server Main Supply	230+/-10V AC
31	Additional management	Management of multiple Servers from single

	features	console with single source of truth for multiple sites. Automated infrastructure management for patch upgrades, version upgrades etc., Real-time out-of-band hardware performance monitoring & alerting
32	Server Management	The Server Management software should be of the same brand as of the server supplier. Should help to proactively identify out of date BIOS, drivers and server management agents and enable the remote update of system software/firmware components.
33	Server scalability to be achieved within the box & without adding nodes	Required
34	Support for high availability clustering and virtualization	Required
35	Regularity Compliance	UL, CE, IEC, FCC, RoHS, Energy Star 3.0, BIS (Bureau of Indian Standard) Certification must attached
36	BIS Registration Number Under CRS of MeitY and its validity	Required
37	Installation and Commissioning shall be included in the scope of supply	Yes

(B) Additional Technical specification for software required in SOR for supply:

B. 1 Features to be activated in supplied OS

- a. Web Server: IIS 10.0 or above with IIS 6 compatibility
- b. URL Rewrite extension for IIS
- c. Net Core 5.1 -<https://dotnet.microsoft.com/download/dotnet/5.0>
- d. Net Core Hosting bundle: <https://dotnet.microsoft.com/download/dotnet/thankyou/runtime-aspnetcore-5.0.6-windows-hosting-bundle-installer>
- e. IIS Crypto

B. 2 Pre requisites to be implemented in the server:

The supplier shall be responsible for the implementation of the following pre requisites in the server. MTNL and M/s K P Corporate (OEM of the ESOP Direct application to be deployed on servers) shall provide support to the supplier whenever required:

- a. IIS to be installed with all the components selected
- b. SQL Server Management Studio (SSMS) to be installed on DB Server
- c. SQL User (UPSIAdmin) needs to be assigned sysadmin role
- d. SQL User (UPSIAdmin) will be used in application connection strings
- e. Port Opening:

Source	Port	Destination
WEB Server	1433	DB Server
Any (Internet)	443	WEB Server
WEB Server	25 or 587	SMTP Server

- f. Wildcard SSL certificate needs to be installed on Web Server
- g. Chrome or Edge browser needs to be installed on Servers
- h. Require the following URLs:

For Production

<https://upsi.xxx.xxx>
<https://upsiapi.xxx.xxx>

For UAT

<https://upsiuat.xxx.xxx>
<https://upsiuatapi.xxx.xxx>

- i. URL should be accessible from the internet as well as from internal network.
- j. Telnet client needs to be installed on servers

The following details are also required for email configuration:

- Default from (Sender) email address. E.g., upsi@xxx.xxx
 - Default from (Sender) display name. E.g., Insider Trading-UPSI
 - SMTP host. E.g., smtp.officer365.com
 - SMTP Port. E.g. 587
 - Domain Name. E.g., xxx.xxx
 - Username E.g., upsi@xxx.xxx
 - **Password**
- k. Remote access with complete administrative rights to the servers will be needed through VPN for deployment, support and trouble shooting.

- I. Windows user should be an administrator on both Web and Database Server
- m. Mechanism like ftp or accessing our one drive on the server should be established to copy application and db files to the server.

SECTION-VII

Checklist of documents

1. Documents in support of experience, turnover
2. Self-Certification regarding Local Content (LC)
3. Land-border undertaking
4. Bid Form
5. Bid Security
6. Clause by clause compliance of complete tender i.e. GeM Bid document and ATC.
7. Detailed Prices in the Excel format provided on GeM under the Tab Financial Bid (to be uploaded in Price Bid).
8. Under Financial document Tab, PDF copy of above detailed price breakup may be uploaded with clear Tax details.
9. Power of attorney to sign the bid.
10. No near relative certificate.

The above list is indicative only. Bidder may submit all the requirement documents sought in the tender document.

SECTION-VIII
Price Schedule of Financial Bid

S.No.	Item	No.	Basic Unit Price (Rs.)	GST		Unit Price including GST (Rs.)	Total Price	GST Credit eligible amount (Rs.)	Net cost to MTNL excluding GST Credit Eligible Amount (Rs.)	Net cost to MTNL excluding GST Credit Eligible Amount (Rs.)-for Evaluation
				Rate (%)	Amount (Rs.)					
	1	3	4	5	6(4*5)	7	8 (3*7)	9(3*6)	10=8-9	11
1	Web Server as per SOR Line Item A.1	1								Same as Col.10
2	Database Server as per SOR Line Item A.2	1								Same as Col.10
3	Windows Server Standard 2022 with backward compatibility to Server Standard 2019 (one each for Web Server and Database Server) as per SOR Line Item B.1	2								Same as Col.10

4	Microsoft SQL Server 2022 Standard Edition 64 Bit with backward compatibility to SQL Server Standard 2019 64 Bit (for Database Server) as per SOR Line Item B.2	1								Same as Col.10
5	Any other item, if required for installation and commissioning of the server(s) and software(s) as per SOR Line Item C	1								Same as Col.10
6	AMC for Year One	1								Same Amount as per Col.10/(1.1)^3
7	AMC for Year Two	1								Same Amount as per Col.10/(1.1)^4
8	AMC for Year Three	1								Same Amount as per Col.10/(1.1)^5
Grand Total										