



**MAHANAGAR TELEPHONE NIGAM LIMITED  
(GOVERNMENT OF INDIA ENTERPRISE)  
Mahanagar Doorsanchar Sadan,  
9, C.G.O. Complex, Lodhi Road,  
New Delhi-11 00 03  
CIN-L3210DL1986GOI023501**

**TENDER**

**For**

**Appointment of Ind AS Consultant for  
Accounting Services for preparation of Ind-AS  
Financials in MTNL  
for the Financial Year 2022-23**

## **Disclaimer**

The information contained in this Request for Proposal document (the "Tender") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of MTNL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Stage (from NIT Publication till issue of Letter of Acceptance).

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process.

**Tender No: CAO (A/c's)/CO/2-1/Tender-Ind AS/2022-23 dated: 03-06-2022**

**Subject: Open TENDER for Appointment of Consultants for preparation of Ind-AS Financials in MTNL for the Financial Year 2022-23.**

Please find enclosed the tender document with respect to the above-mentioned tender which contains the following:

<b>Section No.</b>	<b>Item</b>	<b>Page No.</b>
1	Detailed NIT	<a href="#">4-9</a>
2	Tender Information	<a href="#">10-12</a>
3 Part A	Eligibility Criteria	<a href="#">13</a>
3 Part B	Scope of work	<a href="#">14</a>
4 Part A	General Instructions to Bidders (GIB)	<a href="#">15-23</a>
4 Part B	Special Instructions to Bidders (SIB)	<a href="#">24-26</a>
4 Part C	E-tendering Instructions to Bidders	<a href="#">27-29</a>
5 Part A	General (Commercial)Conditions of Contract (GCC)	<a href="#">30-34</a>
5 Part B	Special (Commercial)Conditions of Contract (SCC)	<a href="#">35-36</a>
6	Technical Bid	<a href="#">37-38</a>
7	Financial Bid	<a href="#">39</a>
8	Bid Forms	<a href="#">40-41</a>
9	Formats for Undertakings/Certificates	<a href="#">42-53</a>

If interested, kindly submit your bid offers online on or before the date & time (27-06-2022 up to 11:30 Hrs) specified in the detailed NIT.

Yours truly,

**Senior Manager (Accounts)  
(MTNL, Corporate Office)**

Sr. Manager (Accounts)  
Mahanagar Telephone Nigam Ltd.  
Corporate Office, Room No. 4517,  
4th Floor, 9-CGO Complex, Lodhi Road  
New Delhi-110003

**SECTION-1**

**DETAILED NOTICE INVITING TENDER**

**Online Digitally Sealed Tenders are invited for and on behalf of CMD, MTNL in Single-Stage Bidding under two bid system (Techno-commercial bid and finance bid) as per the following details:**

**Description**

Advisory Assistance in preparation of Consolidated and Standalone Annual and Quarterly Financial statements of MTNL for the Financial Year ending 31<sup>st</sup> March 2023 with necessary disclosures/Notes to Accounts in accordance with the Companies Act, 2013, Ind AS, and other applicable laws and regulations.

1. To Assist in preparing Standalone and Consolidated financial statements for the periods ending June 30, 2022, September 30, 2022, December 31, 2022 & 31<sup>st</sup> March 2023 along with their comparatives & disclosures taking inputs from all five units of MTNL viz Basic Delhi & Mumbai, WS Delhi & Mumbai & Corporate Office and Consolidation of accounts taking inputs from MTNL's Subsidiaries, JVs and associates Companies.
2. Assist in preparing standalone and consolidated annual financial statements for the year ending March 31, 2023 along with comparatives & disclosures at Delhi & Mumbai for all the five units of MTNL viz Basic Delhi & Mumbai, WS Delhi & Mumbai & Corporate Office as well as consolidation at C O level as per existing and new requirement of Ind AS and Schedule –III Companies Act-2013 applicable during the period.
3. Assist in carrying out of Ind AS related adjustment/Entries in respect of all Ind AS applicable to MTNL, management estimates, assumptions & judgements in preparation of quarterly financial statements for the periods ending June 30, 2022, September 30, 2022, December 31, 2022 & March 31, 2023 and also for Annual Accounts.
4. WFMS, CSMS, and other system Compatibility report of the templates for those requirements and assist in developments thereof.
5. Audit Support on a quarterly basis and also for annual accounts during the audit as well as whenever necessary.

**Key Dates: -**

Tender Publishing Date and Time	03.06.2022 at 1800 Hrs.
Document download start Date and Time	03.06.2022 at 1830 Hrs.
Clarification start Date and Time.	03.06.2022 at 1830 Hrs.
Clarification end Date and Time	10.06.2022 up to 1745 Hrs.
Bid Submission start Date and Time	11.06.2022 at 1000 Hrs.
Bid Submission end Date and Time	27.06.2022 up to 1130 Hrs.
Technical Bid Opening Date and Time	28.06.2022 at 1500 Hrs.

## 1. Tender Document:

1.1 Bidder is required to register compulsorily (if not registered earlier) and complete all the required formalities on the [E-https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) for e-bidding activities.

1.2 The bidder shall furnish the EMD of **INR 40,000/- (Rs. Forty thousand Only)** in one of the following ways: -

- A Demand draft/Banker's cheque drawn in favour of AO (Cash), MTNL CO, New Delhi and Payable at New Delhi.
- Bank Guarantee from a Scheduled bank drawn in favour of DGM (Cash & Tax), MAHANAGAR TELEPHONE NIGAM LIMITED, Corporate Office, New Delhi which should be valid for 210 days from the tender opening date.

1.3 The MSE units (if applicable) shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

1.4 The EMD and BG, if any, of unsuccessful bidders shall be returned without interest after the finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of Performance Bank Guarantee (PBG) of 3 % of contract value (WO cost). Initially, the PBG is obtained with validity period more than 06 months of the contractual period which shall be extendable from time to time as per the requirement of MTNL. In case MTNL extends the work to the selected bidder for another 01 years at same rates and terms, the BG shall be extended for the period of one more year or till the satisfactory job completion, whichever is later. The PBG shall be valid till 31<sup>st</sup> December 2023 initially. PBG for further period will be required on the same conditions (i.e. valid up to 31.12.2024) in the event of an extension of the tender for another financial year.

1.5 The BG shall be released after satisfactory job completion.

### 1.6 Purchase of Tender Document

As this Tender Document shall be following the e- Tendering Process, the Bidders may download the free viewing copy of tender document from MTNL Web site [www.mtnl.net.in](http://www.mtnl.net.in) from 03.06.2022 (18:00 Hrs. onwards). For online bidding process through E-tendering process, the tender document will be uploaded on CPP Portal by 03.06.2022 (18:30 Hrs. onwards).

Tender Fee of INR 590/- (Rs. Five hundred + 18% GST), which shall be non-refundable in the form of crossed demand draft, drawn on any scheduled bank in favour of **'Accounts Officer (Cash), MTNL Corporate Office, New Delhi**, along with request letter for purchase of tender document.

Bidder is required to register compulsorily (if not registered earlier) and complete all the required formalities on the E-tender portal for e-bidding activities (<https://eprocure.gov.in/eprocure/app>).

### 1.7 ELIGIBILITY CONDITIONS

- I. Bidder should be registered under LLP Act, Companies Act or Partnership Act and have been practicing continuously in India for the last 10 years as on date of Technical Bid.
- II. The Bidder firm must have positive net worth and average annual turnover not less than Rs.5/- crores (Rs. Five Crores only) based on turnover of last three financial years and net worth not less than Rs.5/- crores (Rs. Five Crores only) as on 31-03-2021. This turnover & Net Worth of the firm should be supported by audited balance sheet or certified annual report.
- III. The Bidder should have prior experience of three engagements in the field of advisory services for preparation of Quarterly / Half Yearly / Annual Financial Statements in India in accordance with INDAS **OR** projects involving INDAS / IFRS implementation / convergence in India **OR** a combination there of during the last three financial years (18-19,19-20 & 20-21). All these three

engagement should be with respect of listed entities in India and at least one such entity should be having average annual turnover exceeding Rs 100 crores during the last three financial years and one should be with a listed CPSE **and**

- IV.** The bidder must have experience of successful comprehensive implementation/conversion of Ind AS of a telecom service provider in India having minimum turnover of Rs. 100 Crore.
- V.** The Bidder must have experience of working with Companies, who have ERP / customized web enabled Financial Management System developed in house for accounting.
- VI.** The documentary proof establishing eligibility as per the above mentioned conditions is to be submitted along with the bid document. MTNL shall accept the same after due verification.
- VII.** The bidder should not have any equity stake, or vice versa, in and of any Basic Services/ Cellular Telephony Services viz. GSM/ Internet Services/ UASL/NLD/ ILD Services operating companies in India or their promoters either in India or abroad. **Self-certificate shall be given.**
- VIII.** The bidder should not be a Licensed Service Provider to provide Basic Services/ Cellular Telephony Services viz. GSM/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or abroad. **Self-certificate shall be given.**
- IX.** The firm/LLP/Company should have a valid GST Registration Certificate. Copy to be given.

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

2) "Bidder" including the term "tenderer" means 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.

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

4) The beneficial owner for the purpose of (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;

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.

**V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**VI.** 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.

**5)** In works contracts including turnkey projects, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 of the memorandum issued by Ministry of Finance.

**6)** In respect of para (1) to (4) above, bidders are required to submit a certificate/undertaking in the following format on their official letter head duly signed by the authorized signatory:-

**"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/s .....is 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 ..... fulfil 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".**

**7)** If above certificate / Undertaking submitted by the bidder whose bid is accepted is found to be false at later stage, this would be a ground for immediate termination of the contract (if awarded) and further legal action in accordance with the law.

## **1.8 BID SECURITY/EMD**

The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT). The MSE bidders are exempted from payment of bid security:

- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by MTNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by MTNL for one year from the date of issue of such order.
- The bid security is required to protect MTNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security
- A bid not secured in accordance with above points shall be rejected by MTNL being non-responsive at the bid opening stage and archived unopened on <https://eprocure.gov.in/eprocure/app> for e-tenders and returned to the bidder unopened (for manual bidding process).
- The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible

and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by MTNL

- The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily and furnishing the performance security.
- The bid security may be forfeited:
  - If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid ;or
  - If the bidder does not accept the APO/AWO and/ or does not submit PBG & sign the contract/agreement.

### **1.9 Contract Period**

Tenure of this tender is initially for one year i.e. for the Financial Year 2022-23 and can be further extendable by one year at same terms and rates at the sole discretion of MTNL.

### **1.10 E-Tendering Process**

MTNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be sold. The special instructions to Bidders for e-Tendering is provided in Section 4-Part C of this Tender.



## CHECKLIST

Bidders are requested to check that the following documents are submitted with the bid. This check List should also be submitted (with Yes/ No) with the bid.

S. No	DOCUMENT ENCLOSED	Yes / No
1	Certificate of incorporation of Chartered Accountants firm/LLP	
2	Articles or Memorandum of association or partnership deed or LLP deed.	
3	Duly notarized General power of attorney on non-judicial stamp paper of Rs.100/- General Power of Attorney in favour of the signatory in case of Partnership firm/LLP duly notarized given by all partners in case of Partnership firm/LLP and resolution of firm in case of company.	
4	Documents of proof as required in eligibility criteria for each sub clause (Section -3)	
5	EMD in the form of Banker's cheque/DD/BG for Rs.40000/-	
6	Copy of GST registration certificate.	
7	Declaration & Indemnity Bond on Rs.100/- N.J. Stamp Paper	
8	Curriculum Vitae of key personnel proposed to be deployed in the project with requisite knowledge in Telecommunications industry related accounting standards(Ind AS and IFRS) (attach separate sheets, if required)	
9	ESIC/EPF Certificate (if applicable)	
10	Photocopy of PAN	
11	Financial Bid (in separate sealed envelope).	
12	Bid Form (Section-8)	
13	Name of Bank, Branch of Bank, IFS/MICR Code and Account no for E payment.	
14	Clause by Clause Compliance certificate.	

(Sign. of the bidder with seal)

Name.....

Official Seal

## SECTION-2

### Tender Information

#### Background Information

#### 1. INTRODUCTION

Mahanagar Telephone Nigam Limited (MTNL) is a Public Sector Company owned Public Sector Undertaking, providing telecom services in India. The Government of India holds 56.25% stake in equity capital of the company as on date. MTNL's consolidated accounts are prepared based on unit financials of Basic Units Delhi, Wireless Unit Delhi, Basic Unit Mumbai, Wireless Mumbai and Corporate Office. There are two subsidiaries (one in Mauritius and other in India i.e. Mahanagar Telephone Mauritius Limited & Millennium Telecom Limited) and two joint ventures viz. MTNL STPI in India and UTL in Nepal.

Mahanagar Telephone Nigam Limited (MTNL) is a major telecommunication service provider in Delhi & Mumbai. It offers a variety of telecommunication services like Basic (both fixed and wireless), 2G/ 3G Cellular, Wi-Fi, MPLS Leased Lines, L-2/ L-3 VPN, Broadband, FTTH, VoIP etc. MTNL invites TENDER for preparation of Ind-AS Financials in MTNL for the Financial Year 2022-23 including quarterly limited review for 4 Quarters.

#### 2 Tender Issuing Authority:

DGM (Accounts)

MAHANAGAR TELEPHONE NIGAM LIMITED

(A Government of India Enterprise)

Room No. 4504, 4<sup>th</sup> Floor, 9, CGO Complex, Lodhi Road,

New Delhi. 110003. Telephone: 011-24324886.

#### 3 Important Guidelines

I. Statements and explanations contained in this Tender are intended to provide an understanding to the Bidder about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Letter of Award (LOA) to be awarded pursuant to this Tender or the terms thereof. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

II. The Authority shall receive Bids pursuant to this Tender in accordance with the terms set forth in this Tender and other document to be provided by the Authority pursuant to this Tender, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in the DNIT for submission of Bids (the "**Bid Due Date**").

III. A Bidder shall be considered as a Successful Bidder for the projects of the Authority, where the Letter of Award (LOA) has been issued.

#### 4 Type of tender:

- |    |  |              |
|----|--|--------------|
| a. | Number of bid submissions stages for tender: | Single stage |
| b. | No. of envelopes for submission of bids:     | Two Nos.     |
| c. | Stages of Opening:                           | Two          |
| d. | E-Reverse Auction:                           | No           |

5 Bid Validity Period/ Validity of bid offer: 180 days from the tender opening date.

6 The tender offer shall contain two electronic envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and 2nd envelop will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:

a) **Techno-commercial envelope** shall contain:

- I. Scanned copy of EMD (BG/DD/Banker's Cheque) or exemption certificate
- II. Scanned copy of Cost of the tender documents i.e. tender fee or exemption certificate.
- III. Certificate(s) showing fulfilment of the eligibility criteria(s)
- IV. Power of Attorney & authorization for executing the power of Attorney
- V. Bidder's Profile & Questionnaire duly filled & signed.
- VI. Non-Relation Certificate duly filled & signed.
- VII. Undertaking & declaration duly filled & signed
- VIII. Tender/Bid form
- IX. Electronic Form-Technical (configured on <https://eprocure.gov.in/eprocure/app> for your bid's read out information only)

b). **Financial e-envelope** shall contain:

Price Schedule, duly filled (both in PDF and Excel format given in Section 7).

In case there is any discrepancy between the information entered in the MS-XL format (BOQ) and that as per the scanned copy of signed and stamped PDF document [financial bid (Section- 7)] uploaded on NIC Portal then information as per the uploaded document [financial bid (Section- 7)] shall prevail over the information entered in the MS-XL format (BOQ).

The following documents are required to be submitted offline (i.e. offline submissions) to **DGM (Accounts), Room No. 4504, 4th Floor, 9, CGO Complex, Lodhi Road, New Delhi. 110003** on or before the date & time of submission of bids in a sealed envelope.

- I. The envelope shall be having the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).
- II. EMD – Bid security (original DD/BG) or exemption certificate
- III. DD/ Banker's cheque of Tender fee or Exemption Certificate
- IV. Power of Attorney and authorization for executing the power of Attorney.
- V. Self-declaration indicating the statement of declaration of UAM Number by MSE bidders on CPPP is required to be submitted by MSE bidder in a Company Letter head as offline submission for claiming benefits for MSE bidders.

**7. Payment terms:**

- Payment will be done on satisfactory completion of scope of work as defined in Section 3 of the TENDER document.
- All payments will be made in Indian Rupees only
- No advance payment will be made.
- No payment shall be made for non-satisfactory services provided.

**Paying authority** : **Accounts Officer (Cash – C.O.),  
4<sup>th</sup> Floor, MTNL Doorsanchar Sadan,  
9, CGO Complex Lodhi Road,  
New Delhi – 110 003.**

**Fees will be paid as under:**

**The payment against the invoices raised by the Consultant will be made on the following basis:**

The invoice against for Assistance in preparation of Quarterly and Annual Financial Statements for FY 2022-23 may be raised as tabled below:-

Sl. No	Stages	Timelines (days)	Payment Terms
I	Completion of Quarterly standalone and consolidated Financial Statements for the period ending 30-06-2022 (Incl Ind AS related adjustment/entries) and WFMS, CSMS and other system Compatibility report.	As per mutually agreed timelines but within the required timelines for accounts closing date on units & C O.	15 % of Total cost
II	Completion of Quarterly standalone and consolidated Financial Statements for the period ending 30-09-2022 (Incl Ind AS related adjustment/entries) and WFMS, CSMS and other system Compatibility report.	As per mutually agreed timelines but within the required timelines for accounts closing date on units & C O.	15 % of Total cost
III	Completion of Quarterly standalone and consolidated Financial Statements for the period ending 31-12-2022 (Incl Ind AS related adjustment/entries) and WFMS, CSMS and other system Compatibility report.	As per mutually agreed timelines but within the required timelines for accounts closing date on units & C O.	15 % of Total cost
IV	Completion of Quarterly standalone and consolidated Financial Statements for the period ending 31-03-2023 (Incl Ind AS related adjustment/entries) and WFMS, CSMS and other system Compatibility report as well as Financial Statement of Annual Standalone and Consolidated accounts for 2022-23 complete in all respect incl. all required disclosures.	As per mutually agreed timelines but within the required timelines for accounts closing date on units & C O.	30 % of Total cost
V	Submission of Annual Report duly signed by the Partner on the observation under this stage and suggestion on way forward	As per mutually agreed timelines but before the approval of Annual Financial Statements/results by Board.	15% of Total cost
VI	Balance 10% amount will be paid after completion of all total contractual obligations on certification by all the units concerned.		

The Firm should raise bill with all mandatory details and disclosures on its letterhead and amounts with respect to fees and GST should be clearly mentioned.

TDS will be deducted as applicable.

The bidder company is required to give the following information for this purpose:

- Beneficiary Bank Name:
- Beneficiary branch Name:
- IFSC code of beneficiary Branch
- Beneficiary account No.
- Branch Serial No. (MICR No.)

**SECTION-3 Part A**

**Eligibility Criteria**

<b>Requirement</b>	<b>EligibilityCriteria</b>	<b>Documentation</b>
Bidder should be registered under LLP Act, Companies Act or Partnership Act and have been practicing continuously in India for the last 10 years as on date of Technical Bid	Registration	Registration certificate issued by concerned Authority to be submitted.
The Bidder firm must have positive net worth and average annual turnover not less than Rs.5/- crores (Rs. Five Crores only) based on turnover of last three financial years and net worth not less than Rs.5/- crores (Rs. Five Crores only) as on 31-03-2021.	Turnover	Last three years i.e. F.Y.2018-19, F.Y. 2019-20 and F.Y. 2020-21 Audited Financial Statements.
<p>The Bidder should have prior experience of three engagements in the field of advisory services for preparation of Quarterly / Half Yearly / Annual Financial Statements in India in accordance with INDAS <b>OR</b> projects involving INDAS / IFRS implementation / convergence in India <b>OR</b> a combination there of during the last three financial years (18-19,19-20 &amp; 20-21). All these three engagement should be with respect of listed entity in India and at least one should be having average annual turnover exceeding Rs 100 crores during the last three financials years and one should be with a listed CPSE.</p> <p>The bidder must have experience of successful comprehensive implementation/conversion of Ind AS of a telecom service provider in India having minimum turnover of Rs. 100 Crore.</p> <p>The Bidder must have experience of working with Companies, who have ERP / customized web enabled Financial Management System developed in house for accounting.</p> <p><b>Note1:-Engagements with a company in any financial year will be counted as one engagement.</b></p> <p><b>Note 2:-Quarterly experience will be counted only when it is for listed companies and as per SEBI guidelines.</b></p>	Work Experience	<p>Experience Certificates from client companies detailing the name and scope of work.</p> <p>Documentary proof in respect of Turnover of companies cited for experience is required.</p> <p>Self Certificate for ERP/customized accounting software Experience.</p>
Bidder must have sufficient human resources to deal with Delhi & Mumbai Units of MTNL within a specified time limit at both places.	Staff Requirements	At least team of four Chartered Accountants having expertise in Ind AS /IFRS to be deputed for executing the work in specified time limit. Self-Declaration by Bidder
The bidder must not have been blacklisted by any Government / PSU's/ PSB's or other Statutory Authority.	Ineligible for participating in Bid process.	Self-Declaration by the bidder that firm is not ineligible for participation in bid.
<b>Or</b> There should not be any conflict of interest in r/o section 144 of the Companies Act 2013.		

The firm should possess the above eligibility conditions w.r.t. F.Y. up to 2020-21.

## SECTION-3 Part B

### SPECIAL TERMS AND CONDITIONS OF CONTRACT:

#### **A. SCOPE OF WORK:**

Ministry of Corporate Affairs (MCA) of Govt. of India, vide notification dated 16th February, 2015 has issued The Companies (Indian Accounting Standards) Rules, 2015 to be effective from 1st April 2015 were applicable to MTNL and MTNL made its transition from IGAPP to Ind AS with Effect from the FY 2016-17 with transition date on 1st of April, 2015 and continuously preparing the Ind AS financial with the help of Ind AS consultant based on the road map, and accounting principles & policies as well as procedures formulated at the date of transition. **The yearly estimated cost of work is Rs 20 lacs.** Consultancy services for preparation of standalone & consolidated quarterly & annual financial statements as per Ind AS, SEBI and as per revised Schedule-III requirement of companies Act for F Y 2022-23 is required:

1. To Assist in preparing Standalone and Consolidated financial statements for the periods ending June 30, 2022, September 30, 2022, December 31, 2022 & 31<sup>st</sup> March 2023 along with their comparatives & disclosures taking inputs from all five units of MTNL viz Basic Delhi & Mumbai, WS Delhi & Mumbai & Corporate Office and Consolidation of accounts taking inputs from MTNL's Subsidiaries, JVs and associates Companies.
2. Assist in preparing standalone and consolidated annual financial statements for the year ending March 31, 2023 along with comparatives & disclosures at Delhi & Mumbai for all the five units of MTNL viz Basic Delhi & Mumbai, WS Delhi & Mumbai & Corporate Office as well as consolidation at C O level as per existing and new requirement of Ind AS and Schedule –III Companies Act-2013 applicable during the period.
3. Assist in carrying out of Ind AS related adjustment/Entries in respect of all Ind AS applicable to MTNL, management estimates, assumptions & judgements in preparation of quarterly financial statements for the periods ending June 30, 2022, September 30, 2022, December 31, 2022 & 31<sup>st</sup> March 2023 and also for Annual Accounts.
4. WFMS, CSMS and other system Compatibility of the templates for those requirements and assist in developments thereof.
5. Audit Support on quarterly basis and also for annual accounts during the audit as well as whenever necessary.

**\*Note 1: For details of Subsidiaries, Associates and Joint Venture, please refer to Financial Statement for the year ended 31.03.2021 and also refer to quarterly financials for the FY 2021-22 from our website [www.mtnl.net.in](http://www.mtnl.net.in).**

**\*\*Note 2: WFMS, CSMS Compatibility: A report containing the changes to be made in the WFMS & CSMS to capture information to make it Ind-AS compliant to be given.**

**Note 3: WFMS: is web-enabled Financial Management System developed in house by MTNL for accounting, CSMS: is in house system developed by MTNL for billing of telephone bills.**

#### **PERIOD OF COMPLETION OF WORK**

The company will issue Advance Work Order to adhere to statutory time limit for finalization of Quarterly and Annual Accounts.

## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 4.1. DEFINITIONS

- a) "MTNL" means the Mahanagar Telephone Nigam Limited. (MTNL), New Delhi.
- b) "The Bidder" means the company/consultancy firm who participates in this tender and submits its bid.
- c) Management Consultant- Bidder Company after signing the agreement with MTNL will be termed as Management Consultant.
- d) "The Resource" means the personnel or human resource provided by the bidder/ Management Consultant to MTNL under the contract.
- e) "The Advance Purchase Order" or "Letter of Intent" means the intention of MTNL to place the Purchase Order on the bidder.
- f) "The Purchase Order" means the order placed by MTNL on the Bidder signed by MTNL including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- g) "The Contract Price" means the price payable to the Bidder under the purchase order for the full and proper performance of its contractual obligations.
- h) "Validation" is a process of testing the equipment as per the Generic Requirements in the specifications for use in MTNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- i) "Commissioning of a network element shall mean its putting into use, for carrying live traffic or for its intended use, after functional tests. The date of such putting into use will be considered for determining the significant date for purpose of assessment of liquidated damages if any, determination of commencement of warranty & AMC date and qualifying for payment milestone.
- j) "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- k) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

#### 4.2. ELIGIBILITY CONDITIONS:

Kindly refer to Detailed NIT.

#### 4.3. COST OF BIDDING

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

#### 4.4. DOCUMENTS REQUIRED

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### 4.5. CLARIFICATION OF BID DOCUMENTS

A prospective bidder, requiring any clarification on the Bid Documents shall notify MTNL in writing or by Email to MTNL's mailing address indicated in the invitation of Bid.

Copies of the query (without identifying the source) and clarifications by MTNL shall be uploaded on portal, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from portal.

Any clarification issued by MTNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

The format in which the clarifications are to be sent via E-mail is under:

S.No.	Section	Clause	Description of Clause	Ref Page No.	Comments of Bidder

#### 4.6. AMENDMENT OF BID DOCUMENTS

At any time, prior to the date of submission of Bids, MTNL 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. The amendments shall be notified in writing through <https://eprocure.gov.in/eprocure/app> to all prospective bidders on the address intimated at the time of purchase of the bid document from MTNL and these amendments will be binding on them.

In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, MTNL may, at its discretion, extend the deadline for the submission of bids suitably.

#### 4.7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted in accordance with the clauses mentioned in this Tender.
- (b) Bid Security
- (c) A Clause by Clause compliance
- (d) A Bid form and price schedule

The bid prepared by the bidder shall comprise of the documents specified in the Tender.

#### 4.8. BID FORM

The bidder shall complete the bid form and appropriate Price schedule furnished in the Bid documents, indicating the services to be provided, brief description of the goods, quantity and prices.

The bidders shall complete the Bid form and the Financial Bid in the format furnished in the bid documents.

Printed terms and conditions enclosed with the TENDER document will be considered as forming part of the bid. In case the terms and conditions as specified in the bid documents are not acceptable to bidders, they should clearly specify the deviations.

MTNL shall not accept any deviations in respect of any commercial conditions as laid down in the bid documents normally. However, the bidders shall give a statement of deviations to the commercial conditions, if there are any deviations with specific reasons and MTNL may or may not consider such deviations for recorded reasons.



#### 4.9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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**.

- a. Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneur happens to be from SC/ST category, proof in this regard also need to be submitted.
- b. Additional documents to establish the eligibility and qualification of bidder as in the tender document
- c. Power of Attorney and authorization for executing the power of Attorney
- d. Documentary proof of GST registration. Relevant Govt. notification at the time of bid submission is required to be submitted.
- e. Certificates from all Directors/partners of the bidder stating that none of their near relatives are working in MTNL as applicable.
- f. Documentary evidence for technical capability as per Eligibility Criteria mentioned.
- g. The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability. The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

#### 4.10. BID SECURITY/EMD

The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT). The MSE bidders are exempted from payment of bid security:

- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by MTNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by MTNL for one year from the date of issue of such order.
- The bid security is required to protect MTNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security
- A bid not secured in accordance with above points shall be rejected by MTNL being non-responsive at the bid opening stage and archived unopened on <https://eprocure.gov.in/eprocure/app> for e-tenders and returned to the bidder unopened (for manual bidding process).
- The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by MTNL
- The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily and furnishing the performance security.

The bid security may be forfeited:

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

(b) In the case of successful bidder, if the bidder fails:

(i) to sign the contract or

(ii) to furnish performance security

- (c) .
- (i) In both the above cases, i.e. (a) & (b), the bidder will not be eligible to participate in the MTNL tender for any item / product for one year from the date of issue of APO. The bidder will not approach the court against the decision of MTNL in this regard.
  - (ii) Further, if the said bidder is MSE / SSI unit registered with NSIC / MSME bodies, in addition to action as mentioned under (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

#### **4.11 PERIOD OF VALIDITY OF BIDS**

Bid shall remain valid for period 180 days (One hundred and eighty days) from the tender opening date of the bid. A bid valid for a shorter period shall be rejected by MTNL being non-responsive.

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

#### **4.12. FORMAT AND SIGNING OF BID**

- The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of- attorney accompanying the bid.

**Note:** MTNL may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

- **Power of Attorney**

a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.

c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

d) Attestation of the specimen signatures of authorized signatory by the Company's/firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided. Notarised Power of Attorney (POA) containing

specimen signature duly attested by notary is required.

e) "In case the representative of bidder company, who uploads the documents on <https://eprocure.gov.in/eprocure/app> using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on <https://eprocure.gov.in/eprocure/app> using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder company, in addition to the authorized signatory for the bid."

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

The bid should be submitted as per the following:

- In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;
- The envelopes shall be addressed to the

**DGM (Accounts)**  
**MAHANAGAR TELEPHONE NIGAM LIMITED**  
**(A Government of India Enterprise)**  
**Room No. 4504, 4<sup>th</sup> Floor, 9, CGO Complex, Lodhi Road,**  
**New Delhi. 110003.**

The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable MTNL to return the bid unopened in case it is declared to be received 'late'.
- Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in above clause. MTNL shall not be responsible if the bids are delivered elsewhere.
- Venue of Tender Opening:

**O/o DGM (Accounts)**  
**MAHANAGAR TELEPHONE NIGAM LIMITED**  
**Room No. 4504, 4<sup>th</sup> Floor, 9, CGO Complex, Lodhi Road,**  
**New Delhi. 110003**

At specified time & date as stated in NIT.

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Room No. 4504, 4<sup>th</sup> Floor, 9, CGO Complex, Lodhi Road, New Delhi. 110003.

#### **4.14. SUBMISSION OF BIDS**

- Bids must be submitted online by the bidders as per instructions in Section 4 Part B not later than the specified date & time indicated in the DNIT (Section I).
- MTNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case all rights and obligations of MTNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

#### **4.15. LATE BIDS**

No bid shall be accepted online after the specified deadline for submission of bids prescribed by MTNL.

#### **4.16. MODIFICATION AND WITHDRAWAL OF BIDS**

- The bidder may modify, revise or withdraw his bid after submission, prior to deadline prescribed for submission of bid.
- The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per the terms and conditions mentioned in the Tender.
- No bid shall be allowed for modification subsequent to the deadline for submission of bids.

#### **4.17. OPENING OF BIDS BY MTNL**

I. MTNL shall open bids online in the presence of bidders or their authorized representatives who chose to attend, at time specified in detail NIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

II. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

III. The bidder's names, Bid prices, modifications, bid withdrawals, EMD amount & validity and acceptability, information in respect of the eligibility of the bidder and such other details as MTNL, at its discretion, may consider appropriate will be made available online at the time of opening.

IV. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened on a subsequent date in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

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

#### **4.18. CLARIFICATION OF BIDS**

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

If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However MTNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

#### **4.19. PRELIMINARY EVALUATION**

MTNL shall evaluate the bids to determine whether they are complete in all respects, whether the documents have been properly signed and whether the bids are generally in order.

Prior to the detailed evaluation pursuant to clause 4.20, MTNL will determine the substantial responsiveness

of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The MTNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

MTNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder. The decision of the MTNL shall be final.

Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail. If a bidder does not accept the correction of the errors, its bid will be rejected.

#### **4.20. Financial Evaluation and comparison Substantively Responsive Bids and Comparison**

The MTNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 4.19, for technical compliance.

All the offers, found technically suitable shall be intimated, in writing, of the date of opening of the financial bid. The bidders may attend the opening of bids, similar to the technical bid opening (clause 4.19)

The evaluation and comparison of technically compliant & responsive bids shall be done on the all-inclusive price net of the cenvatable credits of the services offered as indicated in the Financial Bid in Section 7 of the Tender Documents.

Evaluation of price bids and ranking of the bidder will be done on net cost/grand total value of tender.

#### **CONTACTING MTNL**

Subject to Clause 4.19, no bidder shall try to influence MTNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

#### **4.21. PLACEMENT OF ORDER**

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

MTNL is not bound to accept the lowest or any bid and reserves to himself the right to accept or reject the whole or any part of the tender. The bidders shall deliver the services as decided by the MTNL at the approved rates.

Work order shall be issued for the Financial Year 2022-23 and would be valid for one year initially. It can be further extendable by one year at same terms and rates at the sole discretion of MTNL. The issue of work order for subsequent years will be at the sole discretion of MTNL and payment will be made only for the work completed satisfactorily.

If performance of bidder is not satisfactory during the period, MTNL reserves the right to cancel the uncompleted task of financial further and also no work order shall be issued to bidder for subsequent year. The bidder will not approach the court against the decision of MTNL in this regard.

#### **4.22. MTNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

#### **4.23. ISSUE OF ADVANCE WORK ORDER**

(i) The issue of an Advance Work Order shall constitute the intention of MTNL to enter into contract with the bidder.

(ii) The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the biddocument at Section-7B.

#### **4.24. SIGNING OF CONTRACT**

a. The issue of Purchase order/work order shall constitute the award of contract on the bidder.

b. Upon the successful bidder furnishing performance security pursuant to clause 27, the

c. MTNL shall discharge the bid security in pursuant to clause 12.

#### **4.25. REJECTION OF BIDS**

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 shall result in outright rejection of the bid.

The bids will be rejected at opening stage if Bid security is not submitted as per the format and bid validity is less than the 180 days.

— **Clause 2 & 9 of Section 4 part-A:** If the eligibility condition as per clause 2 of Section 4 is not met and / or documents prescribed to establish the eligibility as per Clause 9 of section 4 part A are not provided, the bids will be rejected without further evaluation.

— Prices/quote are not filled in as prescribed in price schedule.

#### **4.26. MTNL's right to disqualify**

MTNL reserves the right to disqualify the bidder for a suitable period who habitually failed to provide the service in time or satisfactorily.

#### **4.27. MTNL'S RIGHT TO BAN BUSINESS DEALINGS**

MTNL reserves the right to bar the bidder from participating in future tenders, Tender of MTNL for a suitable period in case he fails to honour its bid without sufficient grounds.

#### **4.28. NEAR-RELATIONSHIP CERTIFICATE**

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units 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 and

full time Directors of PSUs both state and central. 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 given below:-**

"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."

#### **4.29. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then MTNL will take action as per Clause-19 of section 5 Part B of this section.

**NOTE :** To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part will be submitted by the participant bidder duly authenticated digitally by the authorized signatory along with EMBG (bid security) of requisite amount and will be checked at the time of tender opening. This bid part (already digitally signed by the authorized representative of the bidder company during bid submission) will be digitally signed by the in charge of the tender opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one".

## SECTION-4 Part B

### SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. The selected bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then MTNL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees and termination of the Contract for default.
2. MTNL may by written notice sent to the selected bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for MTNL's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. MTNL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
3. In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with MTNL, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
4. Bidders automatically agree with MTNL for honouring all aspects of fair trade practices in executing the work orders placed by MTNL
5. The bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed consultant at MTNL/ User's premises. All equipment will be used only for the purpose of carrying out legitimate business of MTNL/ User's organization and will not be put into any other use.
6. The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.
7. **Intellectual Property Rights :**
  - All documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the Bidder, (including all Personnel) for MTNL or provided to the Bidder by MTNL shall be the exclusive property of MTNL and shall be kept confidential.
  - The Bidder shall not disclose any information or report related to this assignment to any person or group of persons without the written direction of MTNL.
  - The successful bidder has to sign confidentiality and Non-disclosure agreement/Undertaking (NDA) at the time of signing of contract
  - The Bidder shall not retain any information related to the Assignment, in any medium, and shall return all copies.
  - All information and documents supplied to the Bidder under the Agreement and all reports, programs, procedures, documents and information produced under the Agreement are the property of MTNL and shall be returned upon completion of contract.
  - All materials prepared at the request of and for MTNL shall remain the property of MTNL except with the written consent.



## 8. Guidelines in respect of acceptance of fake certificates:

(i) It shall be clearly stated in the AWO as follows:

a) The AWO is subject to verification of eligibility criteria documents (mentioned in Section- 1 Part A of Revised Procurement Manual) submitted in the tender with their originals.

b) The bidder to whom the AWO has been issued is required to show the originals to the AWO issuing Authority or an officer/committee nominated by him for this purpose within the time period stipulated for submission of PBG.

(ii) In case, any eligibility criteria document (mentioned in Section-3 of Revised procurement Manual) submitted by the bidder as a part of its bid happens to be issued by MTNL, then the AWO/WO issuing Authority or an officer/committee nominated by him for this purpose will verify the same from MTNL unit who has issued the said document. This will be in addition to Para 8(i) (b) above by making correspondence with the respective MTNL unit. This exercise will also be completed within the time frame stipulated for submission of PBG.

(iii) The WO will be placed on the vendor only on successful verification of documents as per 8 (i) b & 8 (ii) above, apart from fulfilment of other AWO conditions.

(iv) The above is in addition to the existing guidelines regarding verification of documents and certificates stated in revised Procurement Manual, which will also continue to remain in force.

## 9. Eligibility Conditions: Refer (DNIT)

10. **Bid Security:** As per DNIT

## 11. INDEMNIFICATION & PENALTY

### 11.1 INDEMNIFICATION

Bidder shall protect, defend, indemnify and hold harmless MTNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, or regulator; 'or'

b) Any breach of the terms and conditions in this agreement by bidder; 'or'

c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by bidder.

### 11.2 PENALTY

The bidder shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands arising by reasons of violation of any laws relevant to provisioning of services under this TENDER / Contract / Purchase Order (PO)/Work Order(WO) or breach of any of the conditions of TENDER / Contract / Purchase Order (PO)/Work Order(WO). The bidder shall reimburse MTNL said costs (including legal costs & expenses), fine, penalty as above without prejudice to other rights and remedies available to MTNL. This clause shall survive the termination or expiry of this TENDER / Contract / Purchase Order (PO)/Work Order (WO).

## 12. Dispute Resolution

To resolve any dispute between MTNL and selected agency, a committee of two officers of MTNL and one representative from the agency would be constituted to resolve the issues amicably.

## 13. Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to cancellation of bid/work order and forfeiture of EMD/Security Deposit.

#### **14. Exit Clause**

In normal circumstances, the contract period would be as defined in work order and rates/contract would be valid for one year (further extendable by one year at same terms and rates). However in case the selected agency/consultant wishes to exit permanently from the contractual obligations on account of non-resolution of outstanding disputes, despite having exercised the available recourse through dispute resolution mechanism and arbitration as explained above, then MTNL may allow it under permission.

In such cases the PBG will be forfeited & agency would have to produce no dues certificate from work order issuing authority to prove that no liability is pending towards the selected agency. Also the agency will be required to submit an undertaking that all documents, other property and information in any shape is returned/ deposited back with MTNL, prior MTNL issues permission for exit.

## **SECTION-4 Part C**

### **Instructions for Online Bid Submission**

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

**<https://eprocure.gov.in/eprocure/app>**

#### **1. REGISTRATION**

a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: **<https://eprocure.gov.in/eprocure/app>**) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

a. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

b. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

c. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

d. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

e. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **2. SEARCHING FOR TENDER DOCUMENTS**

a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 3. PREPARATION OF BIDS

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

### 4. SUBMISSION OF BIDS

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 5. ASSISTANCE TO BIDDERS

- A. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- B. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**a. For any technical related queries please call at 24 X 7 Help Desk Number 0120-4200 462/4001 002/4001 005/6277 787**

International Bidders are requested to prefix +91 as country code

### **b. Email Support:**

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

**Technical – [support-eproc@nic.in](mailto:support-eproc@nic.in) Policy Related – [cphp-doe@nic.in](mailto:cphp-doe@nic.in)**

**For any technical related queries please call at NIC Help Desk Number (between Monday to Friday, 9 AM to 5 PM) [CPPP-nic@nic.in](mailto:CPPP-nic@nic.in) [.]**

For more details, visit <https://eprocure.gov.in/eprocure/app>. The last date of submission of offer is {.}  
For any clarification, the following may be contacted:

Name	Designation	Email	Mobile
Sh. Manish Sahu	Deputy Manager (MM) CO	mgrmmco1@bol.net.in	9868132818
Sh. Sanjay	Deputy Manager (MM) CO	mgrmmco2@bol.net.in	9868139999

## **SECTION-5 Part A**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1 APPLICATION**

The General Conditions of Contracts provide the terms and conditions applicable to the Bidder for the supply of Goods and the provision of Services.

#### **2 STANDARDS**

The Goods and Services supplied under the Contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-3.

#### **3 DELIVERY AND DOCUMENTS**

Delivery of the services and documents shall be made by the bidder in accordance with the terms specified by MTNL in its Detailed Scope of work (Section 3- Part A).

The extension of delivery period against the Purchase Order/Work Order, if any, should be granted subject to the condition that MTNL shall have the absolute right to revise the price(s) and also to levy penalty calculated on the value of the Fees of detailed Scope of work (Section 3- Part A) which are delayed.

#### **4 TRAINING**

While quality of work must be maintained, MTNL will not impart any formal training to any of the partner /employee of the Firm.

#### **5. PAYMENT TERMS**

Successful bidder shall submit the bill/Invoice(as per payment terms ) covering the Fees to an officer nominated by the Accounts Department, MTNL Corporate office, New Delhi. For claiming this payment, the following documents are to be submitted to the paying authority.

- a. Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST).
- b. Proof of payment of GST, if applicable.
- c. Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances

#### **Note:**

- If the bidder fails to furnish necessary supporting documents i.e. GST invoices and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the bidder.
- Tax amount will be paid to the bidder only after bidder declares the details of the invoices in

its return in GSTR 1 and GSTR-3 uploaded by the bidder and the same is reflected in GSTR-2B of MTNL on GSTN portal.

- TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- MTNL can adjust/ forfeit Bank Guarantee obtained from the bidder against any loss of input tax credit to MTNL on account of bidder's default.
- In case MTNL has to pay GST on reverse charge basis, the bidder would not charge GST on its invoices. Further, the bidder undertakes to comply with the provisions of GST law as may be applicable.

The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/bidder. The bidder company is required to give the following information for this purpose:

- a) Beneficiary Bank Name:
- b) Beneficiary branch Name:
- c) IFSC code of beneficiary Branch
- d) Beneficiary account No.:
- e) Branch Serial No. (MICR No.):
- f) GSTIN No:

**Note:** If the bidder fails to furnish necessary supporting documents i.e. GST invoices etc.in respect of the Duties/taxes which is available as ITC,the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

## 6. PRICES

Prices charged by the bidder for services performed under the contract shall not be higher than the prices quoted by the Bidder in its Bid except for variation caused by change in taxes/ duties as specified.

For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time

In case of reduction of taxes and other statutory duties during the scheduled delivery period, MTNL shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

In case of increase in duties/taxes during the scheduled delivery period, MTNL shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the bidder's account. However, benefit of any decrease in these taxes/duties shall be passed on to MTNL by the bidder. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

## 7. CHANGES IN WORK ORDERS

MTNL may, at any time, by a written order given to a bidder, make changes within the general scope of

the contract in relation to the services to be provided by the bidder.

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the bidder for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

MTNL may extend period of taking services as mentioned in detailed Scope of work (Section 3 – Part B ) for a further period of one year on need basis on the same terms & conditions including rates.

#### **8. Delays in Bidders Performance:**

Services shall be provided by the Bidder in accordance with the time schedule specified by MTNL in its Purchase Order/Work Order.

In case the service is not completed in the stipulated delivery period, as indicated in the Purchase Order/Work Order, MTNL reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the bidder and MTNL reserves the right to procure balance unsupplied service at the risk and cost of the defaulting Bidder.

Delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions:

- A. forfeiture of its performance security,
- B. imposition of liquidated damages, and/ or
- C. Short closure of the contract in part or full and/ or termination of the contract for default.

#### **9. Liquidated Damages**

The date of satisfactory completion of performance delivery of services stipulated in the **acceptance of the EOI** should be deemed to be the essence of the contract and the all obligations of performance delivery of services must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. **Should**, however, the completely culminated performance or part of it is made after the stipulated delivery of services be made after expiry of the contracted period, with specific concurrence of MTNL and be accepted by MTNL, such delivery acts of performance of services or acceptance will not deprive MTNL of its his right to recover penalty.

If the Bidder fails to complete the performance of all or any part of the stipulated services/deliver the services within the period prescribed for such performance completion delivery, MTNL shall be entitled to recover **0.5 % of the contract bid value** 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 contract bid value** for each week of delay or part thereof for another 10 (Ten) weeks of delay. Quantum of penalty charges assessed and levied by MTNL shall be final and not challengeable by the Bidder. The penalty as per above shall be limited to a maximum of 12% of the total contract value.

In case of above, MTNL will be free to get the job done from an alternate source/other consultant at the risk and cost of the defaulting bidder.

Notwithstanding anything contained in this Agreement or any other agreement between the parties, MTNL 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 Bidder in its hand in relation to this or any other contract between the parties (which includes MTNL's right to claim such amount against invoices raised by the Bidder



or Bank Guarantees submitted by the Bidder under this Contract or any other contract) or which may become due to the Bidder. Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract. To facilitate recovery of Liquidated Damages from the invoices raised by the Bidder, the Credit Note shall be issued by the Bidder, failing which MTNL 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 Bidder including applicable GST, interest and penalty, if any.

#### **10. Force Majeure**

a. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and notforeseeable. Such events may include, but are not restricted to, acts of MTNL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the selected Bidder will promptly notify MTNL in writing of such conditions and the cause thereof. Unless otherwise directed by MTNL in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented bythe Force Majeure event. MTNL may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

#### **11. ARBITRATION 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 ED Delhi/Mumbai /CMD, MTNL or any other officer on his behalf. In case, the office of ED Delhi/Mumbai /CMD, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of ED Delhi/Mumbai /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.

## **12. SET OFF**

Any sum or money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by MTNL or MTNL or any of the person(s) contracting through MTNL and set off the same against any claim of MTNL 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 bidder with MTNL or MTNL or such other person(s) contracting through MTNL. In case of set off of the security deposit against any claim of MTNL 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 bidder with MTNL or MTNL or such other person(s) contracting through MTNL, the GST on such set off will be borne by the bidder.

GST would not be liable on security deposit. But if bidder set off the security deposit against any claim of MTNL 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 bidder with MTNL or MTNL or such other person(s) contracting through MTNL, then GST would be levied.

## **13. COURT JURISDICTION**

- Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of AWO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- Where a contract or has not agreed to arbitration, the dispute/claims arising out of the Contract/WO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ WO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ WO is subject to jurisdiction of Court at New Delhi only”.

## **14. General Guidelines:**

“The General guidelines as contained in Chapter 5,6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles”.

## SECTION-5 Part B

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **15. GST Invoice:**

All the details of bidder (name, address, GSTIN/ unregistered bidder, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

Invoice/Supplementary invoice/ Debit Note/ Credit Note/ Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

In case of any deficient/incomplete/rejected supply, MTNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment.

It would be the responsibility of the bidder 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 bidder, the same would be recovered by MTNL from the bidder.

Registered location of the both the parties i.e. MTNL and bidder should be mentioned in the agreement with GSTIN No. Further, bidder should raise invoices at the registered premise of MTNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise

MTNL could at any time instruct the bidder to raise its invoices at a particular location of

Bidder shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable MTNL to claim tax benefit on or before the stipulated time period provided by the GST law.

It is the responsibility of the bidder to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost would be borne by bidder.

Reporting of correct outward supply by bidder in the outward return (GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify MTNL of the loss of credit due to mis-match. The compliances to be adhered by bidder include (but is not limited to) the following:

- i. Uploading appropriate invoice details on the GSTN within the stipulated time;
- ii. Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by bidder for capturing information on the invoice.
- iii. Bidder needs to pay the entire self-assessed tax on timely basis.
- iv. Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder 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 invoice details on GSTN is to be submitted by bidder. Such changes w.r.t. the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder. In case of mismatch because of Bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify MTNL for the losses of credit and interest paid due to mismatch.

v. Bidder 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 bidder would be recovered from the bidder

vi. A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case bidder gets black listed during the tenure of MTNL contract, then bidder must indemnify MTNL to ensure that no loss of input tax credit is borne by MTNL due to default of bidder.

**16. AWARD OF CONTRACT (PLACEMENT OF ORDER)**

As per DNIT

**17. Compliance to Applicable Law**

The Bidder, including their personnel, employees, associates and sub-bidders shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Bidder shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses. In the event there is a delay by the Bidder which is solely attributable to Bidder in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Bidder due to which any Governmental Authority imposes sanctions on MTNL, which results in financial and other liabilities on MTNL, the Bidder shall be liable to make good such loss immediately which has been suffered by MTNL.

**19. Compliance to Tender Clauses:**

The bidder shall submit the clause by clause compliance of the Tender Document and its Clarifications & Amendments. However, in respect of TEC GRs referred in the Tender Document and its Clarifications & Amendments, the bidder shall submit a compliance statement(s) that it meets all the requirements of the TEC GR unless otherwise specified in the tender.

The bidders, who have been blacklisted by MTNL circles/MTNL Govt. organisation are not eligible to participate in the tender. In this regard, the participating bidder should give an undertaking/certificate as under on their letter head duly signed by the authorized signatory.

“It is certified that our firm have / have not been black listed by MTNL or any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the tender conditions, MTNL is free to take action / black list our firm / company.”

The Bidder shall furnish an unequivocal, unqualified and irrecoverable undertaking along with the Bid to the effect that “During the Bidding process ‘or’ during the course of execution of the Contract ‘or’ at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc. being offered under the Tender/Contract, MTNL (MTNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered goods and services from the Bidder for such mis-representation. The Bidder shall immediately on being told by MTNL pay such sum of money to MTNL. Quantum of damages under this clause assessed and levied by MTNL (MTNL) shall be final and not challengeable by the Bidder/Bidder”.

## Section-6

### **TECHNICAL BID**

(To be submitted by the bidder)

1. Company /Firm Name	
2. Headquarters / Address	
3. If Headquarters is not in India, Address of the Company/Firm in India	
4. Date of incorporation of the firm / Company.	
5. Presence and locations of Offices in India	
6. Registration Certificate under LLP Act, Companies Act or Partnership Act. (practicing continuously in India for the last 10 years as on date of Technical Bid.)	
7. Latest Audited Financials in support of average annual turnover and net worth.	
8. Detail of engagements with <b>three</b> listed Companies in India in the field of advisory services for preparation of Quarterly / Half Yearly / Annual Financial Statements in India in accordance with Ind AS / IFRS Implementation/convergence in India during the last three financial years (FY 18-19, FY 19-20 & FY 20-21).	
9. Detail of experience with Company having Annual Turnover exceeding Rs. 100 crores.	
10. Detail of experience with Listed CPSE Company	
11. Detail of experience with Telecom Service provider in comprehensive implementation/conversion of Ind AS of in India having minimum turnover of Rs. 100 Crore.	
12. Name & Designation of the authorized signatory	
13. Detail of payment for TENDER documents	
14. Detail of EMD/Bid Security	
15. Turnover of company/Firm for last three years with details.	
16. Net worth of company/Firm with details.	
17. GST Registration No.	

I / We agree to

- 1) Deliver all the deliverables mentioned under Section 3 of this E O I
- 2) The condition that MTNL will provide space, connectivity, power supply, the access and media links to the appropriate network element(s) to facilitate the provision of the services and may provide the requisite Public IP addresses also, if required.
- 3) Comply with all terms & conditions of E O I.

(Signature of Authorised Signatory)  
Official Seal

**Section 7**  
**FINANCIAL BID**

(To be submitted by the bidder)

Please quote the followings:

Total lump sum amount quoted for per financial year : INR...../-

Amount in Words :.(.....)

Note:

1. The total lump sum amount quoted above will for whole the financial year.
2. The above fee is inclusive of all out-of-pocket expenses except GST. No out-of-pocket expenses shall be paid in addition.
3. The above fee is excluding of GST, as applicable from time to time.
4. All other taxes are to be borne by the Consultant. TDS as applicable shall be deducted and certificate as required by the Income-tax Act 1961 shall be issued.
5. The above quoted lump-sum fee are fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
6. The above quoted lump-sum fee are all inclusive, no separate payment shall be made for TA/DA, boarding lodging and other out of pocket expenses.
7. The initial tenure of the contract will be of one years from the effective date of the contract as given in Letter of Award, which can be extended for another two year based on the performance of consultant.
8. The bidder should undertake to maintain confidentiality of the information shared with them in performing with the contractual obligation.

(Signature of Authorized Signatory)

Name.....

Official Seal

**SECTION-8**

**PART-A  
BID FORM**

To,

Chief Accounts Officer, Accounts,  
4<sup>th</sup> Floor, Doorsanchar Sadan,  
9 CGO Complex, Lodhi Road,  
New Delhi – 110 003.

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 provide services .....in conformity with the said drawings, conditions of contract and specifications for the sum shown in the price schedule attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, to commence deliveries / service within two weeks and to complete delivery/service of all the items specified in the contract as per the delivery schedule laid out in the TENDER document.
3. If our bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 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 Work/Work 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 .....2022

Name and Signature.....

In the capacity of.....

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

Witness.....

Address.....

Signature.....



**(PART-B)**

**BID FORM**

1.     i) Name of the Company  
       ii) Mailing Address  
          Telephone:                             Mobile:  
          Fax:                                     E-mail:
2.     Designated contact person with details:
3.     Details of experience on this work.  
       (Attach self-attested proof of the claim)
4.     Turn over during the last three Financial  
       Years ended with 2018-19,2019-20 & 2020-21.  
       (Attach audited financial results/ annual reports)
5.     Whether the scope has been successfully  
       implemented in any other organisation?  
       If so, give details of such organisation.
6.     What is the maximum time limit within  
       which the work will be completed?
7.     State whether the services offered conform  
       to the specifications in the TENDER and subsequent  
       amendment, if any clearly state the deviations,  
       if any.
9.     Constitution of the Company/Firm/LLP  
       i.e. is the company is registered under
  - i) The Indian Companies Act, 1956 or 2013
  - ii) The Indian Partnership Act, 1931  
          Name of the Partners i)  
  ii)  
  iii)
- iii) Any other Act (give details)
11.    PAN No of the Proprietor/Partners/Company.

**Signature with Stamp**

## Section-9

### **BID SECURITY FORM (In Rs.100/- stamp paper)**

Whereas..... (hereinafter called "the Bidder") has submitted its bid dated.....for implementation of Ind AS vide TENDER No..... dated.....KNOW ALL MEN by these presents that WE ..... OF..... having our registered office at .....(hereinafter called "the Bank") are bound into MAHANAGAR TELEPHONE NIGAM LIMITED (hereinafter called "as MTNL") in the sum of Rs..... for which payment will and truly to be made of the said EOI, 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 TENDER 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 MTNL up to the above amount upon receipt of its first written demand, without MTNL having to substantiate its demand, provided that in its demand, MTNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in E O I up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness  
Address of witness

Full address of Branch  
Tel No. of Branch  
Fax No. of Branch

**(INDEMNITY BOND ON RS. 10/- STAMPED PAPER).**

(IN CASE OF PARTNERSHIP FIRM/ PROPRIETOR OF FIRM/ COMPANY).

DECLARATION:

I-----son of/ wife of Shri-----and proprietor/  
Director/partner/Authorized signatory of M/s-----do hereby solemnly affirm  
and declare as under:

1. That I am the sole prop./partner/Director/Authorized Signatory of M/s-----  
-----has never ever been debarred and/ or blacklisted by any Deptt. of Central  
Govt./State Govt./PSU/Public bodies/ Municipalities and not having any on going litigation or court  
case pending or any other money suits also state that the bid is not submitted in the name of this  
firm while being Director or partner or proprietor of such firm which is either debarred, black-listed  
or has entertained litigation or having on going litigation or court cases or money suits pending  
regarding the failure of contractual obligation in implementation of IFRS/IAS/USGAAP/Ind AS.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm  
shall be terminated immediately and the firm shall be liable to be black listed/debarred for future  
works/contracts with MTNL/ by MTNL. Any such action shall however be without prejudice to  
MTNL's rights under the law.

That I state & declare that none of my near relative or any or the partners or other directors is  
working in MTNL. in general.

The above declaration is given in accordance with the E O I conditions.

Signature of Prop./Partner/Director/Authorized  
Signatory.

(Shri/Smt./Miss)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any  
other form shall not be acceptable and render the TENDER for penal action as decided by MTNL.

1. If the firm has been debarred and / or blacklisted by any Dept. Of Central Govt./State  
Govt./PSU/Public bodies / Municipalities in past and now the order has been revoked or period  
finished or court case is under process, then firm should furnish details of such cases.

2. The authorized signatory is signing this indemnity bond on behalf of  
proprietor/directors/partners and will not relieve the proprietor/directors/partners from any /all  
the legal bindings as envisaged in E O I document.

(Signature of Authorised Signatory)  
Name.....

Official Seal

**PERFORMANCE SECURITY /GUARANTEE BOND**  
(to be typed on Rs. 100/- non judicial stamp paper)

1. In consideration of the Competent Authority, MTNL (hereinafter called 'MTNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Work Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the delivery of services of \_\_\_\_\_ (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions related to extension of Delivery Schedule contained in the said Agreement, on production of additional bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to 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 related to the Delivery Schedule contained in the said Agreement.

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

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

4. We( name of the bank)\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Delivery Schedule related obligations against the said Agreement have been fully met or till \_\_\_\_\_(office/Department) MTNL certifies that the Delivery Schedule related terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR(for delivery of goods)/ONE AND HALF YEARS(for turnkey projects) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)\_\_\_\_\_ further agree with MTNL that MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by MTNL against the said 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 MTNL or any indulgence by 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 MTNL in writing.

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

for \_\_\_\_\_ (indicate the name of bank) Witness:

1..... 2.....

## AGREEMENT

This Agreement made on this .....day of .....Two Thousand fifteen between M/s..... (here in after called as ".contractor....." which expression shall include its successors and assignees) of the **ONE PART** and MAHANAGAR TELEPHONE NIGAM LIMITED, a Government of India Enterprise and a Government Company within the meaning of Section 2 (45) of the Companies Act 2013 and having its Registered Office at 9,CGO Complex Lodhi Road, New Delhi. (Hereinafter called "MTNL" or company which expression shall include its successors & assignees) of **OTHER PART**.

Whereas MTNL has accepted the proposal of the bidder for implementation of Ind AS for total charges of Rs:...../- (Rupees .....). And whereas the parties hereto now agreed to enter into this contract for the said job in the manner here in after appearing.

### NOW THIS CONTRACT WITNESS AS FOLLOWS :

1.	That the bidder shall truly & faithfully carry on the said job in proper manner and as per TENDER for implementation of Ind AS at MTNL.
2.	The Bidder has to deliver the services as defined above within the stipulated time period from the date of letter of award of work otherwise PBG/security deposit will be forfeited and offer will be treated as cancelled.
3.	This contract agreement shall be in force from the date of entering in to the contract till successful completion of the project.
4.	In the event of the Bidder contractor's business being dissolved/wound up or becoming insolvent or going into liquidation or if the Bidder contractor shall cease to carry on its business or is unable to pay the dues of more than Rs:1,000/- to its creditors and any receiver is appointed and/or any attachment/distress warrant is levied in respect of its any assets/properties or if there is any operational statement, MTNL shall then or any of such events/happenings entitled to terminate this contract with or without notice and pay its lawful dues up to the date of such termination. The Bidder will have no claim whatsoever against MTNL thereafter. It is without prejudice to MTNL's any other legal remedies for any antecedent breach of the contract.
5.	Any time or indulgence granted by MTNL will not be deemed to be a waiver on its part or act as an estoppels preventing/prejudicing MTNL from advancing any claim for damages or otherwise against the Bidder contractor under the law or under this agreement.
6.	In the event of any doubts, disputes or difference arisen out of or touching upon this agreement or in connection herewith or for performance of the Bidder contractor's obligation/s or for determination of rights and liabilities of either or both the parties hereto or the interpretation, of any clause, provision or condition of this Agreement (except as to any matters the decision of which is specially provided by those or any special conditions hereunder) during the continuance or expiration of this Agreement, the same shall be referred to the sole arbitration of the CMD, MTNL, or its nominee. The award of the Arbitration shall be final and binding on both the parties and the Arbitration shall be conducted according to the Arbitration Act 1996 or any statutory modification or re-enactment thereof.
7.	The venue of arbitration shall be Delhi the place where the contract has been signed or such other place as the CMD MTNL at his discretion may determine. In this clause the expression "CMD, MTNL" includes any other officer who is for the time being administrative head of

	MTNL whether in addition to other functions or otherwise.
8.	Neither MTNL nor the Bidder contractor shall be liable to each other for the delay in or failure of performance of their respective obligations under this agreement caused by occurrences of events beyond the control of the parties known as force majeure including but not limited to fire (including failure or reductions) acts of God, act of public enemy, war, riots, strikes, lock-outs, sabotage, any law status or ordinance order action or regulations of the Governments or any agencies thereof or any other local authority, or any compliance therewith or any other causes, contingencies or circumstances similar to the above. On the happening of the one or any more of the above event, either party shall promptly but not later than twenty days thereafter notify in writing to other of the commencement and cessation of such status/tenure of force majeure condition or the beyond three months then both the parties will discuss to find out a fair and equitable solution to solve the stalemate or for termination of this agreement or otherwise decide the course of action so that MTNL's interest may not suffer adversely.
9.	Nothing contained in the last precedent clause shall, however, be deemed to affect the right of MTNL or preclude them for or from termination of this agreement in case no such effective and mutually acceptable solution is found regardless of the fact that MTNL has entered into this agreement and that the obligations of the parties shall be extended for the duration of the period of force majeure or the said contingency by MTNL if and only if the notices as required under clause 8 above are given in time by the party concerned/affected and the contingency is established, if so required by the other party.

IN WITNESS whereof the parties executed this agreement on the day and year first above written.

SIGNED AND DELIVERED FOR AND  
ON BEHALF OF THE ABOVE NAMED  
BIDDER\_\_ contractor \_\_\_\_\_

SIGNED AND DELIVERED FOR AND  
ON BEHALF OF THE ABOVE NAMED  
MTNL.

## FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be typed on Rs.100/- non-judicial stamp paper)

This Agreement is made as of the \_\_\_\_\_ 2022 between **MAHANAGAR TELEPHONE NIGAM LIMITED (MTNL)** a Government of India Enterprise, having its Corporate office at 9 CGO Complex Lodhi Road, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s -----

- A incorporated /established under the provisions of \_\_\_\_\_, and having its registered office at - ----- herein after called “.....” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in

**Exhibit A** (the “Business Purpose”), MTNL and M/s----- recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty(30) days of the initial disclosure.

2. M/s \_\_\_\_\_ and MTNL hereby agreed at during the Confidentiality Period:

a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in Exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties.

The receiving party may, however, disclose the Information to its consultant and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultant and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate: The information

a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or

c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

e) is disclosed with the prior consent of the disclosing party; or

f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information, only with the disclosing party's prior written approval. Each party agrees to comply with any and all terms and conditions the disclosing party may impose.

5. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.



7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

10. That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of MTNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD MTNL shall appoint another person to act as Arbitrator in place of out-going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s\_\_ will have no Objection in any such appointment, that arbitrator so appointed is employee of MTNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.

11. This Agreement and **Exhibit A** attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

12. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

M/s \_\_\_\_\_

**Mahanagar Telephone Nigam Limited**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**ANNEXURES & PROFORMA**

ANNEXURE - I

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To  
Chief Accounts Officer, Accounts,  
4<sup>th</sup> Floor, Doorsanchar Sadan,  
9 CGO Complex, Lodhi Road,  
New Delhi – 110 003.

Subject : Authorization for attending bid opening on  
\_\_\_\_\_ (date) in the TENDER of  
\_\_\_\_\_.

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

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
----------------------------	-------------	----------------------------

I.

II.

Alternate  
Representative

Signatures of bidder  
Or

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

- Note :
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
  2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

**STATEMENT OF NON-COMPLIANCE**  
***(Only exceptions/deviations to be rendered)***

The Bidder shall furnish detailed statement of exceptions/deviations, if any, to the TENDER stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

NOTE: MTNL expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "Statement of Non-Compliance" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the TENDER requirements.

***[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]***

Name:

FULL Address:

Phone Number :

Mobile Number : E-mail

address: Fax Number :

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

---

Signature of Vendor with Official Seal

**Declaration that the Bidder has not been blacklisted**

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/- duly notarized)

Place:

Date:

To,

<name and address>

**Ref:**Tender Notification no    dated

**Subject:** Declaration of Bidder being not

blacklistedDear Sir,

It is certified that our firm/company or any of our entity is not black listed by any Govt. Organization /PSUs for any reason. However, if we fail to complete the awarded work / fulfill the tender conditions,MTNL is free to take action / black list our firm / company.”

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Bidder's Company Seal : \_\_\_\_\_

Authorized Signatory's Signature : Authorized Signatory's Name and Designation :