

**MAHANAGAR TELEPHONE NIGAM LIMITED  
(A Government of India Enterprise)**

**General Terms & Conditions (GTC), Schedule  
Of Requirement (SOR), Technical  
Specifications  
FOR  
PROCUREMENT OF  
3- Nos. ISDN PROTOCOL TESTER Through  
GeM**

**T. E. No: AGM (A & LEGAL) MM/ISDN PROTOCOL  
TESTER/2022-23/01**

**Asstt. Genl. Manager (A & Legal) MM  
8th Floor, Kidwai Bhawan, New Delhi-110001  
Email ID: [sdemmws@bol.net.in](mailto:sdemmws@bol.net.in)**

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**Bidders are requested to read carefully the following documents and to check that the following documents as required are submitted with the Techno-commercial bid.**

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1	General Terms & Condition	Section-I
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3	Technical Specification	Section-III
4	Declaration Regarding Black Listing	Annexure-A
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10	ANNUAL MAINTENANE CONTRACT AGREEMENT FORMAT	Annexure-G

**Check List**

**Bidders are requested to ensure that all clauses in this document as well as Bid document have been read carefully and to check that the following documents are submitted with the Techno-commercial bid. This check List should also be submitted (with Yes/ No) with the bid.**

<b>Sr. No.</b>	<b>Check Item</b>	<b>Yes/No</b>
1	Valid Type Approval Certificate (TAC) /Technical Specification Evaluation Certificate (TSEC) for the specified TEC GR OR the bidder must submit an undertaking stating that the equipment shall meet the specifications of specified TEC GR as per Clause-B-1 (ii) of section -I	
2	The bidder should have successfully executed Educational/ Commercial order issued by MTNL/BSNL/Pvt. telecom service provider. In case of MTNL/BSNL, one inspection Certificate from QA for the tendered item will also be treated as sufficient experience as per Clause-B-1 (iii) of section -I	
3	Average annual turnover of <b>Rs. 2 Lakhs</b> as per clause-B-1(iv) of section -I	
4	Latest and valid NSIC/MSME certificate	
5	Valid Goods and Services Tax Identification Number (GSTIN) as per clause clause-B 2(vi) of section -I.	
6	Declaration Regarding Black Listing as per Annexure-A	
7	Declaration regarding any deviation/ Compliance (clause by clause) certificate is submitted as per annexure B	
8	Bid Security, if applicable as per clause-B 2(i) of section -I. Format is given at Annexure -C	
9	Valid PAN No.	
10	Proforma for Make in India Declaration (Local Content) as per Annexure-D	
11	Declaration for Land Border sharing as per Annexure-E	
12	Undertaking of acceptance in accordance with CAMC Clause in 2 (C) Section - III to be uploaded with bid.	
13	Performance Security Performa at the time of award of work as per Annexure-F	
14	ANNUAL MAINTENANE CONTRACT AGREEMENT FORMAT	

**SECTION-I**

**GENERAL TERMS & CONDITIONS**

**A: - Introduction:-**

1. GeM is a standard platform approved by Government of India, the policy as mentioned/modified/applicable as per duly notified procedures of GeM will only be applicable.
2. The buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e-bidding process without assigning any reasons.
3. On behalf of Mahanagar Telephone Nigam Limited (MTNL) Delhi, on-line bids under Two-Bid system (Techno-commercial bid & Financial bid) are invited from reputed Indian Registered companies / Firms / agencies / dealers / individuals / consortium, for the procurement of ISDN PROTOCOL TESTER.

S. No.	Item	Quantity (pieces)
1	ISDN PROTOCOL TESTER capable of testing ISDN BRA & ISDN PRA	3-Nos.

4. **Make in India (MII) and MSME clauses are available in GeM portal and shall also be applicable in this tender.**

**5. Prices:**

- a. Offer price on GeM portal: The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

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

**B: -**

**1. ELIGIBILITY CONDITIONS:**

The eligibility conditions for participation in this tender are given below: -

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- (i) This invitation for bidders is open to all Indian firms engaged in manufacture & supply of tendered goods having adequate experience except to those, which are blacklisted, banned or debarred from participation during the currency of such punitive measures.
- (ii) The prospective bidder(s) having valid Type Approval Certificate (TAC) /Technical Specification Evaluation Certificate (TSEC) for TEC GR No. G/IPT-01/02. APR 2004 and further revised vide TEC GR No.-58060:2021 with all latest amendments to it as on date of opening tender, OR the bidder must submit an undertaking stating that the equipment shall meet the specifications of TEC GR as mentioned herein.
- (iii) The bidder should have successfully executed Educational/ Commercial order issued by MTNL/BSNL/Pvt. telecom service provider. In case of MTNL/BSNL, one inspection Certificate from QA for the tendered item will also be treated as sufficient experience
- (iv) The bidder must have average annual turnover of **Rs. 2 Lakhs (Rupees Two Lakhs only)** in last three financial years i.e. 2019-20, 2020-21 & 2021-22. Proof regarding this shall be submitted by the bidder in the form of Audited Balance Sheet/ Annual Report duly attested along with the techno-commercial bid.

### **2. Other documents required: -**

- i) Bid Security as per Annexure -C, if other than MSME firm.
- ii) Latest and valid NSIC certificate/ MSME Registration certificate duly certified by NSIC/MSME authorities
- iii) Type Approval Certificate given by Telecom Engineering Centre (TEC), if applicable
- iv) Inspection Certificate issued by BSNL/MTNL (QA) for execution of Educational/ Commercial Order, if applicable.
- v) Valid PAN.
- vi) Valid Goods and Services Tax Identification Number (GSTIN). If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document. In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification Number (GSTIN) of all the states where from the supplies are planned to be made should be provided.

### **3. Testing of offered equipment during technical evaluation: -**

The offered product has to be as per technical specs. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc.

### **4. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**

**4.1** The bidder/Seller shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

**4.2** The documentary evidences of the “goods and services” conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

**(a)** a detailed description of goods with essential technical and performance characteristics;

**(b)** a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of

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the goods for a period of three years following commencement of use of the goods by the purchaser, and

**(c)** a clause-by-clause compliance as per Annexure- B on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications shall not be considered.

**4.3** For the purpose of compliance to be furnished pursuant to the clause 4.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive

**5. A. Guidelines for submission of Bid Security by the bidder:-**

a) EMD/Bid Security, is required to be submitted by the bidder **preferably through online payment mode** as per the Bank/Beneficiary Details provided AS BELOW: -

Beneficiary Details: -

Name of beneficiary:	AO (Cash) Plg.
PAN No. :	AAACM0828R
Acct. No. :	006502000009002
Bank Name :	Indian Overseas Bank
IFSC Code :	IOBA0000065

In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate / Udyam Registration certificate, broadly covering the tendered item/equipment/ services, for claiming exemption of EMD shall be required to be submitted.

**However, scanned copies of the following documents (which ever applicable) are to be mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage :-**

- (i) Bank Transaction details with UTR Number towards the successful e-payment for EMD
  - (ii) Demand Draft/ Banker Cheque or Bank Guarantee ( if opted for EMD)
  - (iii) valid MSME Certificate /Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from EMD)
- b) If EMD /Bid Security is **not submitted by the bidder through online / e-payment mode**; in such case, scanned copy of these instruments shall be uploaded by the bidder alongwith the technical bid and Originals of bank instruments such as Demand Draft or EMBG towards EMD/ Bid Security, shall be submitted by the bidder **on any date before or within 5 days of bid submission end date**; failing which the tender bid (if already) opened on the basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.
- c) Further, if the required originals of bank instruments for EMD/Bid Security (if not submitted through e-payment mode), whose scanned copies are uploaded by the bidder & available in 1st electronic Envelope i.e. Technical Envelope, are not received within the stipulated time (any date before or within 5 days of bid

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submission end date) or any discrepancy found in the original offline document, the same will be brought to the notice of CET/Tender Evaluation Committee (TEC) without any delay by the tender inviting sections.

- d) During tender process, tender inviting authority may ask the bidder to produce/submit original copy of any document submitted as scanned copy, in Technical bid part on e-tender portal (1st electronic Envelope), which the bidder will have to comply with

### **5. B. BID SECURITY: -**

- 5.1 The bidder shall furnish, as part of his bid a bid security in the form of Bank Guarantee/DD/Pay order/online for an amount of **Rs. 12,000/- (Rs. Twelve thousand only)**. The bidders (small scale unit) who are registered with National Small Scale Industries Corporation Under Single Point Registration Scheme are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as “No Limit”, “Without Limit”, or “More Than Rs. 50 Lakhs”, the exemption will be limited to Rs. 50,00,000/- (Rupees fifty Lakhs) only. A proof regarding current registration with NSIC for the Tendered Items will have to be attached along with the Bid.

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

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

The scanned copy of the Bank Guarantee for bid security and NSIC/MSME certificate shall be enclosed by the bidder in its bid and original copy of Bank Guarantee shall be submitted to AGM (A & L) MM, 8<sup>th</sup> Floor, Kidwai Bhawan, New Delhi before scheduled date and time of opening of the bids.

### **5.2 The bid security shall be in one of the following;-**

- (a) A bank guarantee as per enclosed format at Annexure –C issued by a scheduled bank in favour of the purchaser valid at least **180 days** from the date of opening of tender.  
(b) Demand draft/pay order in favour of AO (Cash) Plg. payable at New Delhi.

- 5.3 Bid Security Proforma is available at Annexure-C.

## **6. PURCHASER’S RIGHT TO VARY QUANTITIES**

- a. MTNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.  
b. MTNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.  
c. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser

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reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

7. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
8. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
9. **Extension of Delivery Period:**

MTNL may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

## **10. WARRANTY:**

- 10.1 The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty. This warranty shall survive inspection or payment for/and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) **12-months after the stores have been taken over.**
- 10.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall



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apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned period of **12-months** or minimum guarantee period of the supplied material, whichever may be later. If any defect is not remedied within a reasonable time the purchaser may proceed to the work at the contractor's risk and expenses, but without prejudice to any other rights which the purchaser may have against the contract in respect of such defects.

10.3 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within **7- days time limit**. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

### **11. PAYMENT TERMS-**

11.1 100% payment shall be made on delivery along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where such shortages/damages are intimated to the supplier in writing, the same shall be replaced by the vendor and payment shall be initiated after such replacement.

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

**(i)** Invoice clearly indicating break up Price CIF-destination and GST.

**(ii)** Delivery Challan

**(iii)** Supplier certificate for dispatch

**(iv)** Inspection Certificate of QA/MTNL Team (Payable copy in original, if applicable)

**(v)** The E-waybill as prescribed in the GST law in case of movement of goods (for both intra-state and inter-state movement)

**(vi)** Proof of payment of GST, if applicable.

**(vii)** Consignee receipt.

### **12. SUB-CONTRACTS:**

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

### **13. Liquidated Damages:**

If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

### **14. FORCE MAJEURE**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by

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

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

### **15. TERMINATION FOR DEFAULT**

**15.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

**a)** if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;

**b)** if the supplier fails to perform any other obligation(s) under the Contract; and

**c)** if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

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

### **16. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### **17. ARBITRATION, APPLICABLE LAW AND JURISDICTION**

The parties shall Endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, in that event, such disputes or differences, whatsoever

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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) The dispute/Claim less than 20 crores shall be referred to the sole arbitrator for adjudication. Beyond the claim limit of Rs.20 crores, there shall be three Arbitrators.
- (c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a name 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 a 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, MTNL Delhi, or any other officer on his behalf. In case, the office of ED, MTNL Delhi, becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of ED 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 only.**
- (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 Impaneled 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 New Delhi.

### **17.1 ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS BETWEEN CPSEs AND GOVERNMENT DEPARTMENTs/ORGANISATIONS.**

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

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**17.2 The contract shall be governed by Indian Laws and the court at Delhi will have Jurisdiction to entertain any dispute or claim arising out of contract.**

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

**18. SET OFF**

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

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

**19.** The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned Planning Branches of MTNL (Corporate Office).

**20.** The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and Customs law offered in this tender. The technical literatures of the products should also be submitted.

**21. Fall Clause**

**21.1** The prices will be governed as per provisions. Further, if at any time during the contract;

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

And/ Or

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

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

**21.2 (a)** The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/or offered to sell the same or similar equipment/service to

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any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

- (b) In case undertaking in Clause 21.2 (a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

### **22. GST Invoice:**

#### **Tax Invoice terms:**

- (a) All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- (b) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- (c) In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time then MTNL shall be authorized to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- (d) It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
- (e) Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing the credit.
- (f) MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- (g) Supplier should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed timelines
- (h) In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.
- (i) In case of supply of goods, place of supply shall be every such place where goods are delivered. Even in a scenario wherein goods are collected by MTNL from vendor's warehouse/factory gate, the place of delivery shall be the location(s) of MTNL as mentioned in the PO.
- (j) “It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL”

### **23. GST compliances**

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier needs to ensure the following points:
- (1) Uploading appropriate invoice details on the GSTN within the stipulated time;

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- (2) Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.
- (3) Supplier needs to pay the entire self-assessed tax on timely basis.
- (4) Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied, if any, would be recovered from the supplier.
- (5) In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
- (6) Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.
- (7) A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then indemnity clause 27 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

### **24. Tax Indemnity clause**

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

### **25. Movement of goods**

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

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

In case of procurement from unregistered vendor/supplier, the supplier is required to select the transporter who can issue an E-way bill (wherever applicable) as per GST law.

26. **Evaluation and Comparison of Bids:** -The evaluation and comparison of responsive bids shall be done on total price for procurement of ISDN PROTOCOL TESTERS including GST.
27. Performance Bank Gurantee shall be 3% of PO value in favour of AO (Cash) Plg. for a period of 24 Months.

### **28. INSPECTION AND TESTS**

**28.1** The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadget including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

**28.2** Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser. Notwithstanding the pre-supply tests and inspections prescribed in clause 28.1 & 28.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 28.4 below.

**28.3** If any equipment or any part thereof, before it is taken over under clause 28.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

**28.4** When the performance tests called for have been successfully carried out, the inspector/ ultimate consignee will forthwith issue a Taking Over Certificate. The inspector/ultimate consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".

**28.5** Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

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

**28.7** Unless specified otherwise, inspecting authorities shall be MTNL as per clause 28.1 or any other agency authorized by MTNL.

**28.8 Payment to BSNL QA for testing of equipment: -**

- i) If the QA testing is carried out by BSNL QA, then the suppliers of MTNL shall make payment to BSNL QA on behalf of MTNL @ 0.5% of ex-factory value of equipment + applicable service tax. BSNL QA shall issue a receipt in the name of MTNL for the testing charges clearly mentioning the details of PO, equipment description etc.
- ii) The supplier shall submit the above receipt in original to MTNL for reimbursement of the payment after the equipment has been delivered to MTNL.

**29. In case of Inspection by MTNL TEAM**

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- (a) If the material is cleared in Inspection, the date of supply in store will be taken as the actual delivery date.
- (b) If the material fails in inspection then the date of re-offer (after clearing the defects/ objections raised by inspection team) and if found cleared on re-inspection , then re-offer date will be taken as actual delivery date provided the inspection period including issue of report and intimation to supplier is not more than 10 days. If this period exceeds 10 days the benefit of delay will be given to the supplier for the purpose of calculating L.D. charges. The LD charges will be as per clause 13 above.



**SECTION-II**

**SCHEDULE OF REQUIREMENTS**

**1. Items Description:**

S. No.	Item	Quantity (Pieces)
1	ISDN PROTOCOL TESTER capable of testing ISDN BRA & ISDN PRA	3-Nos.

2. Specification As per tender document Section-III.
3. Delivery requirement: within 30 days from the date of issue of PO.
4. Place of Delivery: DE (ISDN) SDA, R.No. 175, Kidwai Bhawan MTNL Delhi-110001
5. Paying Authority: Accounts Officer (CASH) Plg , Kidwai Bhawan, 1st floor, New Delhi-110001
6. Inspecting Authority: BSNL QA OR Team of DE(ISDN),GM(SDA), Kidwai Bhawan MTNL Delhi at Delhi
7. Validity PO shall be valid for one-year from the date of issue of PO

**SECTION-III**

**Technical Specifications**

**1. ISDN PROTOCOL TESTER**

The supplied material shall meet the specification as per TEC GR No. G/IPT-01/02. APR 2004 and further revised vide TEC GR No.-58060:2021 with all the latest amendment as on date of opening of tender.

**2. Comprehensive Annual Maintenance Contract (CAMC):-**

- (a) The successful vendor/Seller shall provide CAMC for three-years after the completion of 1- year warranty period.
- (b) Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within **7-days time limit**. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.
- (c) Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide CAMC Service for next **3-years** for the offered products at the rate not more than **3%** of contract price per annum. Buyer reserves the right to enter into an CAMC agreement (covering preventive maintenance and servicing) with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the CAMC charges would be made Quarterly after rendering of the CAMC Services of the relevant CAMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CAMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of CAMC Performance Security for 10% of total CAMC value valid up to CAMC period plus 2 months (if there is no other claim). **(Undertaking of acceptance to be uploaded with bid).**

**ANNEXURE-A**

**Declaration Regarding Black Listing**

**DECLARATION**

I ..... son of/wife of Sh..... and  
Proprietor/ Director/ Partner/ Authorized Signatory of  
M/s..... do hereby Solemnly affirm  
and declare as under: -

1. That I am the sole Proprietor/Director/Partner/Authorized Signatory of M/s.....
2. That I state & declare that the above firm M/s ..... is not debarred and/or blacklisted and/or banned by any department of Central Govt./State Govt./PSU/Public bodies/ Municipalities/GST Authorities on the date of opening of tender.
3. That I state & declare that none of my near relatives or any of the partners or other directors, are working in MTNL in general and in MM and construction wings in particular.

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 liable to be blacklisted/ debarred for future works/contract with MTNL. Any such action shall however be without prejudice to MTNL's right under the law.

Signature of Proprietor/Director/Partner/Authorized Signatory  
(Sh./ 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 bidder for disqualification of the tender/ bid.

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**Annexure-B**

(Strike-off whatever is not applicable)

**Compliance (clause by clause) Certificate**

**Reference: T. E. No. AGM (A & LEGAL) MM/ISDN PROTOCOL TESTER/2022-23/01**

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally. There is no deviation from the terms & conditions of the tender.

(Sign. Of the bidder with seal)

**Or**

**Declaration of Deviation (If any)**

**Reference: T. E. No. AGM (A & LEGAL) MM/ISDN PROTOCOL TESTER/2022-23/01**

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally except the **following deviations from the terms & conditions of the tender:**

- A)
- B)
- C)
- D)
- .
- .

(Sign. Of the bidder with seal)

**ANNEXURE - C**

**PROFORMA FOR BANK GUARANTEE FOR BID SECURITY**

**(To be stamped in accordance with the Stamp Act)**

**B.G. NO. : -----**  
**DATE OF ISSUE : -----**  
**VALID UPTO : -----**  
**Tender Enquiry No: -----**

Ref: -----

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

THE CONDITIONS OF THE OBLIGATIONS ARE:

1. If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of his bid by the purchaser during the period of bid validity.
  - a. Fails or refuses to execute the contract, if required, or
  - b. Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
3. If at any stage it is found that the documents in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage by the bidder.
4. “If at any stage it is found that the bidder resorted to / was involved in cartel information. “

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount

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claimed by it is due to it owing to the occurrence of any or more or all of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the clause 5 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 the capacity of

Full Address of the branch

Name and Signature of Witness

Address of witness

Tel. No. Of branch:

FAX No.

**ANNEXURE – D**

**(Regarding Preference to Make In India)**

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

I .....S/o, D/o, W/o ....., Resident of .....do hereby solemnly affirm and declare as under:

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

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

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

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

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

- I. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Telecom Product/Services/Works for which the certificate is produced
- IV. Procuring agency to whom the certificate is furnished
- V. Percentage of LC claimed
- VI. Name and contact details of the unit of the manufacturer.
- VII. Sale Price of the product
- VIII. Ex-Factory Price of the product.
- IX. Freight, insurance and handling
- X. Total Bill of Material
- XI. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- XII. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- XIII. List and cost of inputs which are imported, directly or indirectly

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

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

Name.....

Designation.....

Contact Number.....

Date.....

**ANNEXURE- E**

“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 \_\_\_\_\_ fulfill all requirements in this regard and is eligible to be considered. Copy of valid registration by the Competent Authority is attached herewith (if applicable). Further, it is to undertake that we M/s \_\_\_\_\_ will not sub-contract any work to a contractor from such country(ies) unless such contractor is registered with the Competent Authority”.

**(Signature of Proprietor/Director/Partner/Authorized Signatory)**  
**(Sh./Smt./Miss \_\_\_\_\_)**



**ANNEXURE - F**

**PERFORMANCE SECURITY GUARANTEE BOND**

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

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

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.

We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_(office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **Two-YEARS** (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

We (name of the bank) further agree with the MTNL that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL 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.

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

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

Dated the ..... day of ..... .... 2023 for (Indicate the name of bank)

\*\*\*\*\*

**ANNUAL MAINTENANE CONTRACT AGREEMENT FORMAT**

This agreement is made on the \_\_\_ day of \_\_\_\_\_(Month), \_\_\_\_\_ (year) to be effective from \_\_\_\_\_ between M/s Mahanagar Telephone Nigam Limited a company registered under the Companies Act 1956 having its registered office at 5<sup>th</sup> Floor, Mahanagar Doorsanchar Sadan, 9 CGO Complex, Lodhi Road, New Delhi -110003 (hereinafter called MTNL) of the ONE PART and \_\_\_\_\_ a company registered under the Companies Act 1956 and having its registered office at \_\_\_\_\_ (hereinafter called SUPPLIER which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

WHEREAS, MTNL has placed the purchase order on the SUPPLIER vide No. \_\_\_\_\_ dated \_\_\_\_\_ for supply, installation, commissioning and Annual Maintenance of \_\_\_\_\_ equipment against tender No. \_\_\_\_\_ dated \_\_\_\_\_.

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

NOW the AGREEMENT WITNESSETH as follows:

**1. PERIOD OF VALIDITY OF THE AGREEMENT**

- 1.1 This Agreement shall remain in force for \_\_\_\_\_ from the date of completion of 1-year warranty, while at the same time the terms and conditions of this agreement except for payment of charges to the SUPPLIER shall also apply during warranty period.
- 1.2 Extension of this Agreement shall be negotiable for the second term depending on the performance of the SUPPLIER during the period of the initial term.
2. In addition to complying with all the terms and conditions recorded in the Tender/Bid Document, the SUPPLIER hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.
3. Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.
4. During the period of CAMC the SUPPLIER shall inter alia (see note below)
  - (i) Diagnose the hardware and software faults.
  - (ii) Rectify the hardware/software faults detected.
  - (iii) Repair and replace the faulty equipments.
  - (iv) Carry out the periodic preventive maintenance.
  - (v) Deleted
  - (vi) Deleted
  - (vii) CAMC shall be inclusive of cost of spares, labour and all other costs.

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5. The supplier shall prepare the schedule of preventive maintenance for each quarter and shall submit the same to MTNL in advance. The preventive maintenance shall not affect the normal functioning of the system.
6. The SUPPLIER shall provide all the latest Software Updates, upgrades and/or patches along with required hardware for ensuring trouble free/ bug free /fault free performance & maintenance of the supplied systems/equipment to MTNL on free of cost basis as a part of the CAMC as well the maintenance of these upgrades.
7. The SUPPLIER shall be solely responsible for the maintenance, repair & up gradation of the software/hardware systems, equipments and parts thereof and MTNL shall not be liable to interact with any of the partners/ collaborators or subcontractors of the SUPPLIER.
8. **REPAIR AND MAINTENANCE** (see note below)
  - 8.1 TECHNICAL SUPPORT & SERVICE CENTRE**
    - 8.1.1 The SUPPLIER shall have Technical Support & Service Centre in Delhi/NCR. The SUPPLIER may set up such centre to meet the criteria for fault restoration/faulty unit repair times as mentioned in the CAMC. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers and Fax/whatsapp no/E-mail of all Technical Support & Service Centers at the time of signing this Agreement
    - 8.1.2 The SUPPLIER shall also provide the name of alternate contact person or Technical Support & Service Center with address & telephone /Fax/whatsapp no/E-mail which may be contacted by MTNL staff for support in case of no response/poor response from the designated Technical Support & Service center. This, however, shall not preclude MTNL from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.
  - 8.2 Any change in Address, Phone number, Fax/whatsapp No./email, GSTIN etc shall have to be intimated in writing by the SUPPLIER to the concerned In-charge of the MTNL unit as well as the concerned head of MTNL unit at the earliest. If the unit in charge of the MTNL unit is unable to report the faults to the normally assigned Technical Support & Service Center due to the change of phone number etc. the fault will be reported (as per provision of 8.1.1 above) and the SUPPLIER shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.
  - 8.3 RESPONSIBILITIES OF TECHNICAL SUPPORT & SERVICE CENTER**
    - 8.3.1 The SUPPLIER shall ensure that all the Technical support & service centers are manned by fully competent and responsible Engineers and are capable of giving all types of necessary technical guidance/ assistance over phone to the respective officers of MTNL for fast troubleshooting & rectification of faults.
    - 8.3.2 The SUPPLIER shall also ensure that Technical support Centres are manned and are able to provide service to MTNL round the clock, all the seven days of the week throughout the year. The level of service provided to MTNL shall not go down during night time or due to any day being holiday, or for any other reason.
    - 8.3.3 The Technical support Centers shall receive the faulty ISDN Protocol Tester from MTNL sites and repair / replace them with good ones during the period of CAMC.
    - 8.3.4 One or more of the Technical Support Center (s) shall also work as repair center(s) and it shall be responsible for repairing the faulty ISDN Protocol Tester Such repair Center shall also maintain a requisite minimum stock of such ISDN Protocol Tester often going faulty, in order to keep the down time within limits as envisaged in this agreement. The SUPPLIER shall be at liberty to distribute spares to the nodes as deemed fit or keep them at the designated Technical Support Centres.
    - 8.3.5 The Technical support Center shall regularly obtain feedback about the health of the systems under its jurisdiction from the officer of MTNL on monthly basis (or

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even more frequently) and maintain a proper record of such feedback. These shall be made available to the technical experts nominated by the SUPPLIER for analysis and such technical expert in turn shall give adequate and proper guidelines / technical advice to the officers of MTNL for taking necessary preventive measure for reducing the frequency of such faults and also for preventing such faults from re- occurring. This shall, however, not absolve the SUPPLIER from fulfilling his obligations under this agreement.

9. Deleted.
10. SUPPLIER may either carry out the repair on his own or through the facilities of third party. MTNL shall, however, interface only with this SUPPLIER in all cases.
11. The first line maintenance shall be done by authorized staff of MTNL by replacement of the faulty ISDN Protocol Testers with a readily available good ISDN Protocol Testers, stocked at the site by the SUPPLIER at his (SUPPLIER's) cost or out of the spare capacity, if available in that node, if no spares at site have been made available by the SUPPLIER. Decision whether the ISDN Protocol Tester at any node can be made spare or not shall rest with MTNL. It shall not absolve the SUPPLIER from his responsibilities under this agreement for restoration of fault etc. All such changing/ replacement of faulty/affected modules shall be done by MTNL staff as per telephonic (or otherwise) instructions of the technical support centre.
12. The faulty module shall be sent by MTNL to the SUPPLIER's designated Repair Center / Technical support Center within the shortest possible time.
13. The SUPPLIER shall arrange and ensure repair or replacement of the faulty ISDN Protocol Testers, to the concerned site of MTNL within **30 days** of dispatch of the faulty ISDN Protocol Testers by MTNL to the SUPPLIER's designated Technical support Center. While the responsibility of delivering the faulty ISDN Protocol Tester to the SUPPLIER's premises will lie with MTNL, the responsibility of repairing and sending back the same to the respective MTNL location will be with the SUPPLIER.
14. **30 days** time shall be calculated from the date of dispatch of faulty ISDN Protocol Testers at the SUPPLIER's designated Repair Center/Technical support Center to the date of receiving back of the repaired/replacement of the same at the concerned MTNL site. Wherever sub-rack or other equipment is brought by the representative of the SUPPLIER at site for replacement, the faulty Testers shall be taken back by the said representative for further repair etc. at the cost of SUPPLIER.
15. **TECHNICAL SUPPORT PROCEDURE** (see note below)
  - 15.1 Deleted.
  - 15.2 The Supplier shall arrange for and ensure the immediate replacement of the faulty ISDN Protocol Tester with the good ones as & when the faulty are received at its designated Technical Support Center for repairs.
  - 15.3 The supplier shall furnish the detailed guidelines for ISDN Protocol Tester regarding the identification/ detection/ diagnosis of the faulty ISDN Protocol Testers at the time of supplying the ISDN Protocol Tester to MTNL sites. The SUPPLIER shall supply one set of detailed guidelines for ISDN Protocol Tester.
  - 15.4 Deleted
  - 15.5 Each MTNL unit, where \_\_\_\_\_ shall be deployed, shall maintain the records of \_\_\_\_\_ sent for repair/ replacement (quantity sent/ time & date of sending/ date of receiving back, etc.) and shall forward such records on bimonthly basis to the respective unit In charge.
  - 15.6 Each unit In charge shall compile the records received regarding the \_\_\_\_\_ from various MTNL Units and will recommend the penalty, if any, in accordance with clause 19 for delays in receiving back the repaired/ replaced \_\_\_\_\_ within stipulated time frame.
  - 15.7 In case of any dispute, the records maintained by MTNL shall have precedence.

## **16. MAINTENANCE OF HISTORY SHEET AND LOG BOOKS**

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- 16.1 The SUPPLIER shall supply elaborate maintenance procedures and proforma of the history sheet to every concerned location of MTNL.
- 16.2 The officer of MTNL shall fill up the history sheet containing the statistics about the health of the associated equipment installed at the concerned location and send a report to the Technical Support Center of the SUPPLIER on monthly basis. Based on the History sheet report, the SUPPLIER shall analyze the health record of each location and if something alarming or unusual is noticed, shall advise the field staff of MTNL to take necessary actions for preventive maintenance of such equipments. These instructions for preventive maintenance shall be passed on to MTNL staff at the concerned location in writing and by sending experts to the respective locations when felt necessary. MTNL reserves the right to make changes in the proforma proposed by the SUPPLIER.

**17. CAMC CHARGES AND PAYMENTS** The charges for CAMC will be as given in the purchase order. A copy of the same will be made part of this agreement at the time of signing this agreement.

- 17.1 For fulfilling the above obligations, the following procedure shall be followed for paying the SUPPLIER the charges for the services rendered by the SUPPLIER under this Agreement.
- 17.2 MTNL shall not pay any charges in advance. Bills for CAMC shall be paid by MTNL at the end of each quarter, after successful execution of the works under this Agreement normally within 21 (twenty one) days of the receipt of the duly completed bills.
- 17.3 All payments shall be made by the Accounts Units concerned based on the fault report received from the concerned MTNL officer, after deducting penalties, if any. For this purpose, MTNL shall designate nodal officers at the respective field units.
- 17.4 MTNL reserves the right to adjust any over-payment of CAMC charges in any year, any time during the period of CAMC.

**18. FORCE MAJEURE:** This clause shall be as per Clause 14 of Section-I.

**19. FAULTS: SEVERITY LEVELS, RESTORATION TIME & PENALTIES** (see note below)

- 19.1 Amount of penalty per day on the basis of severity level of fault shall be decided by Technical Section.
- 19.2 A system of dispatch and receipt challans shall be worked out between MTNL and the supplier within three months of the placement of Purchase Order in order to account for the delay. Decision of MTNL as to how the system is designed shall be final.
- 19.3 The penalty shall be deducted from the quarterly bills. The maximum value of penalty for faults/card repairs etc. shall not exceed 25% of CAMC amount in that year, provided reasonable CAMC has been carried out.**
- 19.4 If the supplier fails to restore the fault within the time limit stipulated in the CAMC, and/or If the supplier is unable to meet the deadline for repair/replacement of faulty equipment stipulated in the CAMC, Penalties as shown below shall be applicable.

Example 1: Deleted

Example 2: Where severity level may not be defined:

<b>Delay period</b>	<b>Penalty Amount (Rs.)</b>
>30 days	Rs.200/- per day of delay per faulty ISDN Protocol Tester

- 19.5 Deleted.
- 19.6 Deleted.

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20. After the expiry of Annual Maintenance Contract, it shall be optional for MTNL not to enter the CAMC contract further with the contractor. In such circumstances the contractor will be bound to hand over the spare parts / sub-assemblies /printed circuit boards etc to MTNL.
21. **TERMINATION OF CAMC:** If MTNL is not satisfied with the performance of the SUPPLIER during CAMC, it reserves the right to terminate the CAMC during its currency, after giving three months notice to the SUPPLIER and in such an event the vendor will hand over all the spares as indicated above.
22. **DISPUTES & ARBITRATION:** This clause shall be as per Clause 17 of Section-I.
23. **SET OFF:** This clause shall be as per Clause 18 of Section-I.

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

Signed and delivered for and on behalf of MAHANAGAR TELEPHONE NIGAM LIMITED.  
By \_\_\_\_\_ Signed on behalf of M/s. \_\_\_\_\_  
By Shri \_\_\_\_\_ holder of General Power of Attorney dated \_\_\_\_\_  
executed in accordance with the Resolution No. dated \_\_\_\_\_ passed by Board of Directors.

**In the presence of:**

**Witness: (1) ----- (2) -----**