



TENDER NOTICE No:

**MTNL/20-80(459)/2022-MM/
2022-23/96 F- METAL FREE-OFC**

Dated: 04.01.2023

For

**Procurement of
96 F Metal free Optical Fibre Cable with
double Sheath (G.652D) for MTNL Delhi
& Mumbai**

To

Ref: Tender Notice No. MTNL/20-80(459)/2022-MM/2022-23/96F- Metal Free-OFC, dated 04.01.2023 for procurement of 96 F Metal free Optical Fibre Cable with double Sheath (G.652D) for MTNL Delhi & Mumbai

Dear Sir,

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

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The tender shall be submitted through e-tendering system on website <https://eprocure.gov.in/eprocure/app> developed by National Informatics Centre (NIC), Ministry of Electronics & Information Technology, Govt. of India. Your offer complete in all respects as per enclosed documents must be submitted as per deadline given at Section-I below.

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

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

Tender bids shall be opened on-line as per schedule given under **Section-I**. The representatives of the bidders may attend the bid opening either online after logging on to the MTNL's e-procurement portal of M/s NIC <https://eprocure.gov.in/eprocure/app> or at MTNL premise.

Thanking you,

Yours faithfully,

**DGM (MM)
MTNL CO**

E-Mail: dgmmmco@bol.net.in

Encl: Bid document

SECTION-I

(NOTICE INVITING TENDER)

MAHANAGAR TELEPHONE NIGAM LIMITED (A Government of India Enterprise)

T. E. No. MTNL/20-80(459)/2022-MM/2022-23/96F- Metal Free-OFC,

Dated : 04.01.2023

Important dates:

Tender Publishing Date and Time	04.01.2023 at 1700 Hrs.
Document download start Date and Time	04.01.2023 at 1700 Hrs
Clarification start Date and Time	04.01.2023 at 1700 Hrs
Clarification end Date and Time	11.01.2023 upto 1745 Hrs
Bid Submission start Date and Time	12.01.2023 at 11000 Hrs
Bid Submission end Date and Time	02.02.2023 upto 1200 Hrs
Techno-commercial Bid Opening Date and	03.02.2023 at 1200 Hrs.

On behalf of Chairman and Managing Director, Mahanagar Telephone Nigam Limited, **Bids are invited from eligible bidders for supply of 96 F Metal free Optical Fibre Cable with double Sheath (G.652D) for MTNL Delhi & Mumbai**

- e-tenders under Two-Bid system (Techno-commercial bid & Financial bid) are invited from reputed vendors fulfilling the qualifying requirements.
- The eligibility conditions for the bidders are detailed in Clause-2 of Section-II of tender document.
- Bid security/EMD of Rs 6,10,000 /- (Rupees Six Lakh Ten Thousand Only). Shall be submitted by the bidder(s) as per clause 10.5.1 to 10.5.4 of Section-II of this tender document..
- Intending bidders may download the tender document from the website <https://eprocure.gov.in/eprocure/app> and make payment of Rs.2360/- (including GST @ 18%) as cost of tender document) to MTNL. The cost of tender document is to be submitted as per clause 10.5.1 to 10.5.4 of Section-II of this tender document. In case of offline submission of tender fee, it shall be in the form of Demand Draft /Pay order of Rs 2360/- drawn in favor of "MTNL" payable at Delhi.
- The tender documents may be issued to eligible bidders free of cost. Before issue of such documents for free of cost, the bidder is required to submit details of their registration with NSIC for the tendered item along with their approved 'Monetary limit'. Their eligibility as per the terms and conditions of the tender shall also be examined, and if they meet the conditions stipulated, they may be issued the documents free. If the value of procurement is more than their monetary limit, they are not entitled for free tender document. **The tender documents shall be issued to MSEs (Micro & Small Enterprises) units/bidders registered with MSME / Udyam Registration, free of**

cost, provided the tendered item is listed in the Registration Certificate of MSME / Udyam Registration of the bidder.

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

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

Vendors are requested to send their grievance, if any related to the tender to the Nodal officer. However, any clarification / suggestion on tender terms & conditions may please be taken up with tender issuing authority only.

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

DGM (MM)
MTNL CO
E-Mail- dgmmmco@bol.net.in

SECTION II:
INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1. DEFINITIONS

- a) **“The Purchaser”** means the Mahanagar Telephone Nigam Limited (M.T.N.L.).
- b) **“The Bidder”** means the individual or firm who participates in this tender and submits its bid.
- c) **“The Supplier”** means the individual or firm supplying the goods/providing services under the contract.
- d) **“The Goods”** mean all the Hardware, Software and other materials which the supplier is required to supply/provide to the purchaser under the contract for commissioning/proper operation of the ordered system / Equipments and also includes any spares for the equipment.
- e) **“Advance Purchase Order (APO)”** means letter indicating the intention of the purchaser to place Purchase Order on the bidder.
- f) **“The Purchase Order”** means the order placed by the Purchaser on the Supplier, duly signed by the Purchaser and includes all attachments and appendices hereto and all documents incorporated by reference therein. The purchase order shall be deemed to be the contract, which is defined below.
- g) **“Contract”** means the agreement between MTNL and the successful bidder called Contractor for the execution of the works including supply of all documents to which reference may be made in order to ascertain the rights and obligations of the parties and shall include the Instructions to bidders, General Terms and Conditions of the Contract, Addenda, Supplementary Agreement(s) (if any) as part of the Contract.
- h) **“The Contract Price”** means the price payable to the supplier under the purchase order for the complete fulfillment and proper performance of its contractual obligations to the satisfaction of MTNL.
- i) **“Contract Date”** means the date on which the Contract comes into effect.
- j) **“Certificate of Acceptance”** means the certificate issued by MTNL to the Contractor upon completion of the acceptance tests of the Equipment/works.
- k) **“Progress Report”** means the reports prepared by the contractor containing
- l) details of the progress and implementation of the project as required by MTNL.
- m) **“Site”** means the place(s) other than the Contractor’s premises, to which the

ordered Equipment(s) and / or System(s) are to be delivered and installed.

- n) **“Variation Orders”** means a written agreement entered between the parties varying the items mentioned in the Schedule of Prices.
 - o) **“Works”** means the jobs undertaken by the Contractor in order to complete the tasks falling within the scope of the Contract.
 - p) **“Commissioning”** means successful completion of acceptance testing procedures as may be prescribed by MTNL and three (3) days of trial operation (Stabilization Period), thereafter.
 - q) **PMI (Preference to Make in India) :-** Minimum Preference in % (of Total Quantity being procured) for Make In India Telecom Products, Services, Works as notified by DoT.
 - r) **Local Content (LC) :-** Minimum Local content as a Percentage of Total Bill of Material (Cost of Production) to qualify as Make in India Telecom Products, Services or works as notified by DoT.
 - s) **Class-I local supplier :-** Means a supplier or service provider whose goods, services or works offered for procurement , has local content **equal to or more than 50%** as defined under DPIIT order dated 04th June’2020.
 - t) **Class-II local supplier:-** Means a supplier or service provider whose goods, services or works offered for procurement, has a local content **more than 20%** as defined under DPIIT order dated 04th June’2020.
 - u) **Non - local supplier:-** Means a supplier or service provider whose goods, services or works offered for procurement, has a local content **less than or equal to 20%** as defined under DPIIT order dated 04th June’2020.
 - v) **Margin of Purchase Preference:-** It is the maximum extent to which the price quoted by a Class-I Local supplier may be above the L-1 price for the purpose of Purchase Preference..
- 2. Eligibility conditions for bidders:** In order to qualify as a Bidder, the prospective bidder shall fulfill the following eligibility criteria:
- I. The bidders should be Indian companies registered to manufacture the tendered items (OF cable) in India having obtained clearance from the Reserve Bank of India where applicable.
 - II. The bidder should have got Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or a Technical Specification Evaluation Certificate (TSEC) from QA Circle, BSNL Bengaluru, for 96 F Optical Fibre cable against technical specifications of MTNL Tender No.MTNL/20-80(876)/2017-MM/2017-18/OFC dated 28.10.2017 or MTNL Tender No.MTNL/20-80(448)/2019-MM/2019-20/OFC dated 28.02.2020 or any other Tender of BSNL/BBNL/MTNL issued

after 01/01/2017. The TSEC issued against the tender numbers mentioned is acceptable for eligibility. Also, before supply, the same TSEC shall have to be got revalidated (for its applicability for the current tender) from BSNL QA & Inspection Circle Bangalore/ Jabalpur as per tender terms and conditions

OR

The bidders should have applied for TSEC for their product against technical specifications under Section-VI of the tender and should have obtained QF-103 form, from Quality Assurance & Inspection Circle, BSNL, Bengaluru and the registration number (through QF-103) allotted for the TSEC purpose by QA & Inspection Circle, Bengaluru shall be submitted along with the bid, without which the bid shall not be considered valid

- III. The bidder shall have successfully executed an Educational/ Commercial order issued by BSNL/MTNL/BBNL/any other PSU/ any other service provider in India for supply of 500 km of underground Optical Fiber cable of 24F/ 48F/ 96F (G.652D) during last 5 years(i.e. w.e.f. 1st October 2017 till the date of issue of NIT)
- IV. **The bidder should have a minimum average annual turnover of Rs 1.83 Crore during last three financial years i.e. FY 2019-20, 2020-21 and 2021-22.**
- V. The bidder blacklisted by BSNL/MTNL/BBNL/any other PSU shall not be considered eligible.

2.2 Preference to Make in India:

- 2.2.1 As per Dept. of Telecommunication office Memorandum dated 29.08.2018, the Preference to Make in India (PMI) shall be 75% with required local content of at least 55% for the tendered items i.e. the 75% quantity is reserved for local suppliers who fulfill the PMI (Preference to Make In India) criteria notified by the Govt. of India.
- 2.2.2 The Margin of Purchase Preference shall be 20%, the purchase preference shall be given to only class-I local suppliers, however, class-II local suppliers will not get any purchase preference.
- 2.2.3 The local suppliers, at the time of bidding or solicitation shall be required to indicate the Percentage (%) of local content and **provide self-certification in the format given in Annex-XIV** that the items offered meets the local content requirement as per DoT notification mentioned under para 2.2.2 above. They shall also give details of the locations at which local value addition is made.
- 2.2.4 **Reciprocity Clause:** In compliance to Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPITT (Clause 10 d- reciprocity clause) & DoT notification dated 19.02.2020, Entities of countries which have been identified by the nodal Ministry/Department of telecommunications as not allowing Indian companies to participate in their Government procurement for any item related to the nodal Ministry are not be allowed to participate in this tender. The term 'entity' of

a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time

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

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

2.3.2 '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.

2.3.3 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**

2.3.4 The beneficial owner for the purpose of 2.3.3 above will be as under:

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

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- II. In case of a partnership firm. the beneficial owner is the natural person(s) who , whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of senior managing official ;
- V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership .
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2.3.5 In respect of para 2.3.1 to 2.3.4 above, bidders are required to submit a certificate/undertaking in the following format:-

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

3. COST OF BIDDING

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

B. THE BID DOCUMENTS

4. DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The **Bid documents include:**

S.No.	Title	Section	Page No.
1.	Notice Inviting Tender (NIT)	I	4-5
2.	Instructions to bidders	II	6-26
3.	General (commercial) conditions of contract	III	27-42
4.	Special Conditions of Contract	IV	43-44
5.	Schedule of Requirements	V	45
6.	Technical Specifications	VI	46-71
7.	Bid form	VII (Part-I)	72
8.	Price Schedule	VII (Part-II)	73-74
9.	Bid Security Form	VIII	75
10.	Performance Security Guarantee Bond	IX	76-77
11.	Additional Bank Guarantee Bond	IX-A	78-79
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16.	Format for Self-Certification regarding local content (LC) for Telecom product, Services or Works	XIV	100-101

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of 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.

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 Prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser on line by using the e-procurement website. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives as per schedule given under **Section-I**. The query (without identifying the source) and clarifications by the Purchaser shall be posted on e-procurement website <https://eprocure.gov.in/eprocure/app> for information of all the prospective bidders.
- 5.2 Any clarification issued by MTNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment to relevant clauses of the bid documents.
- 5.3 The bidders are required to keep a watch on the e-procurement site <https://eprocure.gov.in/eprocure/app> w.r.t. any amendment to the tender document or clarification to the queries raised by the bidders till a day prior to the opening of the tender. MTNL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further, bidder will be fully responsible for downloading of the tender document and amendments for their completeness. It is necessary for the Bidders to go through the Special Instructions for Bidders for e-Tendering given at the end of this tender document.

- 5.4 Pre-bid conference, if required, shall be held and the minutes circulated.
- 5.5 The commercial and technical requirements of the tender are subject to revision. The prospective bidders are required to keep a watch on e-procurement website for any such revision

6. AMENDMENT TO BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 6.2 The amendments shall be displayed on NIC's e-procurement site <https://eprocure.gov.in/eprocure/app> and these amendments will be binding on all the bidders.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably

C. PREPARATION OF BIDS

7.1 DOCUMENTS COMPRISING THE BID

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

- a) Documentary evidence established in accordance with the **clause 2 & 10** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) Bid Security furnished in accordance with clause 10.5 & Clause 12 of Section-II.
- c) A Clause-by-Clause compliance as per clause 11.2 (c)
- d) A Bid form and price schedule completed in accordance with clause 8 & 9.

7.2 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and MTNL shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

8. BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section VII.

9. BID PRICES

9.1 The bidder shall quote the basic unit price CIF-destination inclusive of all costs and charges including all costs towards Packing, forwarding, freight, insurance, commission, unloading or any other incidental charges. GST shall be quoted separately. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser

Price CIF- Destination or CIF-Destination Price used interchangeably anywhere in this document means price of product inclusive of all costs and charges including all costs towards packing, forwarding, freight, insurance, loading/unloading or any other incidental charges involved for supplying product at designated place of MTNL but excluding GST, as applicable.

9.2 The supplier shall quote as per price schedule given in **Section VI (Part-II)** for all the items given in schedule of requirement.

9.3 The Basic Unit Price CIF-destination (excluding GST credit eligible amount) quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account. Any change in incidental charges will not alter the basic prices during the contract period. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

9.4 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule of the bid. Bidders offering discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

In addition to above, in case the discount is not quoted in price schedule separately and discount is provided to the purchaser post supply then the same will be considered as value of supply and accordingly supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such discount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

9.5 **(a)** Benefit in custom duty, if any, on account of “infrastructure projects” shall be passed on to MTNL. The bidder is expected to take action for arranging infrastructure benefits available for telecom sector. It is the responsibility of the bidder to avail the reduced rate of custom duty as applicable.

(b) The goods (if required) may be shipped in the name of MTNL. The vendor shall be responsible for custom clearance, insurance and transportation till the commissioning and handing over of the system to MTNL etc. on behalf of MTNL, including payment of custom duty, insurance, freight and other charges, if any. MTNL

will issue necessary letter of authorization, if required, for the purpose of claiming concessional custom duty as per 9.5(a) whenever applicable.

9.6 Changes, if any, requested by the bidders for supply of indigenous items in place of imported items and vice versa, quoted in the bids, may be considered only on the lower of the two rates.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

- (i) Certificate of incorporation.
- (ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- (iii) Approval from Reserve Bank of India /SIA in case of foreign collaboration.
- (iv) Latest and valid NSIC /MSME/Udyam Registration Certificate, if applicable.
- (v) Type Approval Certificate from TEC New Delhi or TSEC given by CGM(QA), BSNL
- (vi) Inspection Certificate issued by DoT/BSNL(QA)/MTNL/State Govt./PSU for execution of Educational/Commercial Order, as applicable.
- (vii) **Integrity Pact document in accordance with Section-XIII.**
- (viii) **Valid PAN.**
- (ix) 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.
- (x) A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities.
- (xi) In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the vendor will indemnity to MTNL for any loss of eligible GST credit as quoted in the bid. Further in such cases MTNL reserve the right to revise the unit price in such a manner that total cost to MTNL post GST creditable amount remain the same after taking into account the loss of GST eligible credit amount.
- (xii) In case the bidder is registered under composite scheme, then bidder has to

submit declaration to this effect along with bid document. After submission of bid, if bidder either become ineligible for composition scheme (Business turnover cross the Rs 75 lakh annual limit) or voluntarily opt out of composition scheme then he should submit such declaration to MTNL immediately on occurrence of this event along with proof of approval from GST authorities in this regard.

(xiii) Documents/ Undertaking in support of meeting the various technical requirements as per Section-VI of the tender document, wherever applicable.

(xiv) Tender acceptance letter as per **Section- X**

(xv) Details of the bidder as per **Section-XI**

10.2 (i) The bidder shall furnish Annual Report and /or a certificate from its bankers as an evidence that he has financial capability to perform the contract.

(ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the provenness of the system(OF Cable) offered, the bidder shall provide documentary evidence regarding the system (OF Cable) being offered by him.

10.4 The offered product has to be type approved. 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.Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

In case goods offered have already been type approved / validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

10.5 Guidelines for submission of Tender Fee, Bid Security and other documents such as Power of Attorney, Integrity Pact, Bid Form, security agreement etc by the bidder :-

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

However, scanned copies of the following documents (which ever applicable) are to be mandatorily uploaded by the bidder in their online Technical bid 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 Tender Fee/ EMD
- ii) Demand Draft/ Banker Cheque or Bank Guarantee (if opted for EMD)
- iii) valid MSME Certificate /Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD)

A. Details of Accounts Holders:-

Name of Account Holder	MAHANAGAR TELEPHONE NIGAM LIMITED
Complete Contact Address	5 TH FLOOR, MAHANAGAR DOOR SANCHAR SADAN,9CGO COMPLEX, LODHI ROAD, NEW DELHI-110003
Telephone Number/Fax/E-mail	011-24325484, aobo.mtnlcorp@gmail.com

B. MTNL Bank Account Details:-

Bank Name	INDIAN OVERSEAS BANK
Branch Name with Complete Address, Telephone No. & E-mail	JANPATH BRANCH, F-47, MALHOTRA BUILDING, CONNAUGHT PLACE, NEW DELHI-110001 TEL: 23320775 E-MAIL: iob0065@iob.in
Whether the Branch is computerized?	YES
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	YES, IOBA0000065
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB/Current /Cash Credit)	CURRENT ACCOUNT
Complete Bank Account No. (Latest)	006502000001389
MICR Code of Bank	<u>110020004</u>

10.5.2 If the Tender fee & EMD /Bid Security are not submitted by the bidder through online / e-payment mode; in such case, scanned copy of these instruments shall be uploaded by the bidder alongwith the technical bid and Originals of bank instruments such as Demand Draft or EMBG towards Tender Fee, EMD/ Bid Security respectively, shall be submitted by the bidder on any date before or within 5 days of bid submission end date; failing which the tender bid (if already opened on the basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.

10.5.3 Further, if the required originals of bank instruments for Tender Fee, 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 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.

- 10.5.4** During tender process, tender inviting authority may ask the bidder to produce/submit original copy of any document such as **Power of Attorney, Bid Form, Integrity Pact, security agreement. MSME/Udyam registration Certificate (if applicable)** submitted as scanned copy, in Technical bid part on e-tender portal (1st electronic Envelope), **which the bidder will have to comply with.**

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder 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.
- 11.2 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) 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 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 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. **In case there is no deviation, "NIL" deviation statement shall be given.** A bid without clause-by-clause compliance of all the sections or "NIL" deviation statement shall not be considered. Further, wherever specifications indicate a specific parameter to be met, vendor shall indicate the actual value of the parameter.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(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.

12. BID SECURITY

- 12.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for an amount of **Rs 6,10,000/- (Rupees Six Lakh & Ten Thousand Only)** . The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary

limit. In case of bidders having monetary limit as “NO LIMIT”, “WITHOUT LIMIT”, or “MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. For details of return/adjustment and forfeiting refer to clause 12.5, 12.6 and 12.7 below.

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

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

Bid Security shall be submitted by the bidders as per clause 10.5.1 to 10.5.4 above.

- 12.2 The bid security is required to protect the purchaser against the risk of bidder’s conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of **180 days** from the date of tender opening.
- 12.4 The bid not secured in accordance with para 12.1 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 **The bid security may be forfeited:**
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) **In the case of successful bidder, if the bidder fails:**
 - I. to sign the contract in accordance with clause 28 or
 - II. to furnish performance security in accordance with clause 27.
 - (c)
 - i) In both the above cases, i.e. 12.7(a) & (b), the bidder will not be eligible to participate in the MTNL tender for any item / product for one year from the date

of issue of APO. The bidder will not approach the court against the decision of MTNL in this regard.

- (ii) Further, if the said bidder is MSE / SSI unit registered with NSIC / MSME bodies, in addition to action as mentioned under (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.

13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for **150 days** from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser 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. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID

The Bid shall be typed or printed, numbered sequentially and digitally signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. An index of various documents and page No. where it is available, shall be given. The letter of authorization shall be indicated by written power-of-attorney. The copy of power of attorney shall be enclosed along with the bid and original power of attorney shall be submitted along with Bid Security to DGM (MM), MTNL Corporate Office, Room No. 5304, Mahanagar Doorsanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi-3.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS

- 15.1 Bids along with documents as indicated in clause 7 shall be digitally submitted in the format prescribed by MTNL. The supporting documents shall be suitably mapped along with the format.
- 15.2 **Tender Opening:** Tender will be opened online at CPP PORTAL's e-procurement site <https://eprocure.gov.in/eprocure/app> by the designated tender opening committee of MTNL on the schedule date and time of opening of the bids. The representative of the bidders may attend the bid opening either online after logging on to the NIC's e procurement portal or at MTNL premises.

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted online on CPP PORTAL's e-procurement site <https://eprocure.gov.in/eprocure/app> within specified scheduled date and time. Bidders may please note that only the online bids shall be accepted and considered for evaluation. Any bid(s) received offline shall not be considered and returned back to the bidder without opening.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.
- 16.4 **Bidders are requested to submit the following documents as per clause 10.5.1 to 10.5.4 of Section-II above :-**
- (i) **Bid Security/EMD**
 - (ii) **Power of Attorney**
 - (iii) **Cost of tender document**
 - (iv) **Integrity Pact as per Section-XIII.**
 - (v) **NSIC/MSME/Udyam registration Certificate (if applicable)**

17. LATE BIDS

E-procurement system is date and time locked. The system will not accept any bid after the scheduled date and time of submission of the bids.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify or withdraw his bid after submission prior to the deadline prescribed for submission of bids.
- 18.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 18.3 Subject to clause (20), no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids on due date & time. The bidder's representatives (maximum two) who choose to be physically present at MTNL premises 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.

- 19.2 If the date fixed for opening of bids, is subsequently declared as holiday by MTNL, a revised date of opening will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening

20. CLARIFICATION OF BIDS

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

21. PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any arithmetical errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.1.1 If the sum of components of the unit price adds upto an amount different from the quoted unit price, still the quoted unit price will be taken into account for evaluation. However, lower of the two prices i.e., quoted unit price or sum of the components of unit price shall be considered for ordering.
- 21.1.2 If the sum of total prices in any table of **Section-VII Part-II** is different than the actual sum, then the higher prices will be considered for evaluation of the bid and lower prices will be considered for ordering purpose.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 21.3 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.
- 21.6 If a firm quotes 'Nil' charges/consideration, the bid shall be treated as non-responsive and will not be considered.

Note: A firm may quote 'NIL' charges for certain item(s) in the break up, but must have a financial consideration at over all bid level.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to MTNL excluding GST Credit-eligible Amount (as given in price schedule of Section-VII Part-II of the bid document).

23. CONTACTING THE PURCHASER

- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F AWARD OF CONTRACT

24. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

25. 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 vendors 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 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 venders 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

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

27. ISSUE OF ADVANCE PURCHASE ORDER/ LETTER OF INTENT (LOI)

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

28. SIGNING OF CONTRACT

- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to **clause 27**, the Purchaser shall discharge the bid security in pursuant to clause 12.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

The supplier shall have Quality Management System supported and evidenced by the following:

- ❖ A Quality Policy.
- ❖ A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- ❖ Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- ❖ System of Inward Good Inspection.
- ❖ System to calibrate and maintain required measuring and test equipment.
- ❖ System for tracing the cause for non-conformance (traceability) and segregating product, which don't conform to specifications.
- ❖ Configuration management and change-control mechanism.
- ❖ A quality plan for the product.
- ❖ Periodical internal quality audits.
- ❖ A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate/TSEC issued by "TEC"/BSNL (QA) shall be furnished.

31. 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 to any one of these clauses may result in rejection of the bid.**

- (i) **Clause 15.1 of Section II :** The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- (ii) **Clauses 12.1, 12.3 & 13.1 of Section II:** Submission of Bid /Bid Security Bank Guarantee validity for shorter period of time or Bid security not in the desired format etc. shall be treated as minor infirmity and may not lead to outright rejection of bid. Clarification to this effect shall be sought from the concerned bidder(s) during Tender Evaluation.

However, the bid shall be rejected, if the bidder fails to submit EMD/Bid Security (or MSME / Udyam Registration certificate towards claim of exemption from EMD/Bid Security), at all, as per clause 10.5 of Section-II above.

- (iii) **Clause 2 & 10 of Section II :** If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) **Clause 11.2 (c) of Section II :** If clause-by-clause compliance and deviation statements or Nil deviation certificate, as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

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

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

vii) **Section II clause 9.4 on discount of which relevant portion is reproduced below:**

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

(viii) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31(i), 31(ii) of Section II and clause 2 (ii) of Section IV though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition, if any.

32. 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.

33. Purchaser reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour his bid without sufficient grounds.

34. **Near Relative Certificate** :- The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MTNL will not pay any damage to the company or firm or the concerned person.

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

The near relatives for this purpose are defined as:-

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

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

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VI.

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1 Whin 14 days from the date of issue of Advance Purchase Order by the Purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to **3% of the value of purchase order** valid for period not less than 2 Years. . The suppliers (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of performance security up to the amount equal to their monetary limit. In case of suppliers having monetary limit as “NO LIMIT”, “WITHOUT LIMIT”, or “MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakh) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser for any deficiency in performance of contract and/or the supplier’s failure to complete its obligations under the contract.
- 4.3 In case of adjustment of any amount from performance security with respect to supplier’s failure in performance of contractor or deficiency in performance of contract then, Supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise an Invoice/ Debit note to vendor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- 4.4 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in ‘Section IX’ of this Bid Document.

- 4.5 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.6 The performance security deposit shall be adjusted against any other penalty or liquidated damages, which may arise out of the contract.

The performance security shall be forfeited in case –

- (i) The successful bidder fails to carry the traffic of MTNL as per the rates quoted by them and terms & conditions of this tender.
- (ii) The successful bidder fails to comply any contractual obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 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 testing Gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 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 at site.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 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 at site as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, 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.
- 5.5 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".

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

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

5.8 Unless specified otherwise, inspecting authorities shall be MTNL as per clause 5.1 or any other agency authorized by MTNL

5.9 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.

6. DELIVERY AND DOCUMENTS

6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 DELIVERY SCHEDULE:

Delivery of 100% of the ordered quantity is to be completed within two months time from the date of issue of Purchase Order.

7. WARRANTY

7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty

material, 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 the stores are 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) **twelve months** after the stores have been taken over under clause 5.5 above.

- 7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 7.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of **twelve months**, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

8. PAYMENT TERMS

- 8.1(i) The vendor would raise the invoice of gross value mentioning the HSN Code. However, the vendor would be liable to maintain a non-interest bearing security deposit equivalent to 5% value of the Goods supplied (excluding GST component) or for the value as mentioned in the Bid Document/ Purchase Order valid for the period as mentioned in Bid Document/ Purchase Order. Accordingly, the purchaser would make the net payment of gross invoice value reduced by the security deposit along with 100% GST amount as per invoice and transfer the balance amount in the security deposit account of the vendor. Once the prescribed time has lapsed and the vendor has complied fully towards the performance of the contract, the security deposit would be refunded back to the vendor. However, in case of deficiency in performance of the contract including late delivery of goods, services, installation, commissioning etc., MTNL shall adjust the recoverable amount before releasing the security deposit.
- (ii) 100% payment (without retaining of 5% amount as security deposit) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of nine months is furnished by the supplier 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 Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Unit Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order. In case, where the additional Bank Guarantee for 5% is not provided, then the payment will be settled as per clause 8.1(i) mentioned above.

8.2 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 (Payable copy in original)
- (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.

8.3 (i) Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.

(ii) No payment will be made for goods rejected at the site on testing. For goods rejected at the site on testing the credit note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered by issuing an invoice/debit note for the corresponding amount at the risk and cost to the supplier including applicable GST, if any.

(iii) Payment of GST/Custom duty shall be released on production of necessary supporting documents i.e. GST/customs invoices etc. If the supplier fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc., the amount pertaining to such Duties/Taxes will not be paid. Tax amount will be payable to the supplier only after supplier declares the details of the invoices in its GSTR-1 and GSTR-3 and the same is reflected in GSTR-2A of MTNL on GSTN portal.

(iv) Wherever domestic reverse charge is applicable on MTNL or in case vendor is un-registered under GST Act, vendor shall not charge tax on invoice. It shall be the liability of MTNL to pay tax under reverse charge mechanism.

(v) No payment of GST shall be made to those bidders, who are either not registered for GST or who are registered under Composition Scheme of GST.

(vi) If status of a bidder who was initially registered on GST under Composition Scheme at the time of submission of financial bid, subsequently his status changes to normal GST registered vendor any time before delivery of Goods (raising invoice against delivery of Goods), under such circumstance, his unit price will be discounted by the applicable Tax rate as applicable under the composition scheme. In such cases if the vendor furnishes necessary supporting documents regarding GST payment and which is also GST credit eligible amount to MTNL in such cases the GST payment will be reimbursed.

(vii) Entire payment of invoice shall be paid by MTNL only after the credit of the GST portion in the invoice is selected in the GSTN portal i.e. the outward return in GSTR 1 is uploaded by the supplier by 10th of the subsequent month.

(viii) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be)

9. PRICES

9.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

(b) In the case of revision of non-Creditable Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices. However, no increase shall be permitted.

(ii) (a) Prices mentioned in Col. 13 of the Price Schedule in Section-VII Part-II of the Bid Document once fixed will remain valid during the scheduled delivery period. Increase and decrease of non- Creditable Taxes will not affect the price during this period. The revision of Creditable Taxes (both increase & decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.

(b) Any increase in taxes and other statutory non Creditable duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The revision of Creditable duties (both increase & decrease) shall be allowed while reimbursing the same in extended delivery period.

(iii) While placing order for overflow/add on quantity the price offered will be based on current tender price with budgetary reduction if any OR new tender price whichever is lower.

9.2 (i) Vendors should furnish the correct HSN classification under GST/Customs tariff Head in the Price Schedule. If the credit for Duties and Taxes under CGST Act read with ITC rules is found to be not admissible at any stage subsequently owing to wrong furnishing of HSN/Tariff Head or any other reason, then the vendors will refund such non-admissible amount, if already paid along with penalty and interest if charged by the concerned authority.

(ii) In case the Duties & Taxes which are non- Creditable as per the quotes indicated in the Price Schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CGST Act read with ITC rules, then the supplier is to submit necessary documents in this regard which may enable the purchaser to avail the Input credit provided such credit is still available for the amount so paid as per CGST Act read with ITC rules. However, in case the input Credit is not available for this amount, then the vendors will refund the amount equivalent to such Duties & Taxes if already paid to them

(iii) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN/Tariff Head from the GST/Customs authority where the HSN/Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance

with GST/Customs Tariff notifications

- (iv) The Unit prices of items for any requirement for add-on orders shall remain firm. The duties/taxes shall be paid as per rates applicable at the time of placement of add-on orders (Both Creditable & Non-Creditable).

10. CHANGES IN PURCHASE ORDERS

10.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) The method of transportation or packing;
- (c) The place of delivery; or
- (d) the services to be provided by the supplier.

10.2 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 supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

11. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts 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.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either 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 supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

12.3

- (a) If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall

promptly notify to the Purchaser in writing the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period of performance of the contract subject to furnishing of additional bank guarantee in the format provided in Section – IX-A, by the supplier @ 5% of the total value of the Purchase Order.

- (b) The vendor has to submit their request for extension along with the required additional BG and undertaking as per Clause 24 Section-III (Fall Clause). The decision regarding extension shall be communicated within two weeks of the receipt of request.
- (c) The initial validity of Additional Bank Guarantee shall be one year. The validity of Bank Guarantee may be extended if required.
- (d) The additional Bank Guarantee shall be released after three months from the date on which the equipment/Stores is supplied.

12.4 If the supplies are not completed in the extended delivery period, the Purchase Order shall be short-closed and the performance security and additional bank guarantee shall be forfeited.

13. LIQUIDATED DAMAGES

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

13.1 The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 13.2 below.

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

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

thereof or a period upto 10(TEN) weeks and thereafter @0.7% of the value of the purchase order for each week of delay or part thereof or another 10(TEN) weeks of delay. In cases where the delay affects installation/commissioning of only a part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.

- (iii) Provisions contained in clause 13.2(a) (i) shall not be applicable for durations (periods) which attract L.D. against clause 13.2(a) (ii) above.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, in case of tenders floated by Units and by the CMD in case of tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- (f) The Liquidated Damages shall be calculated on the all inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes
- (g) If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under clause 13.2 above.

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

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

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

14. FORCE MAJEURE

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

14.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of 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 12;
- (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 pursuant to para 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue 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. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

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

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

- (d) For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party shall also convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.
- e) Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by 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.

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

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

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

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 his collaborator (if applicable), brand name, model no. and 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 in Clause 9.1 of Section III. 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 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. Courts at Delhi/New Delhi will only have jurisdiction to entertain any dispute/claim arising out of this tender.

23. GST Invoice:

Tax Invoice terms:

- (a) All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- (b) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- (c) In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- (d) It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with 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"

24. GST compliances

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

- I. Uploading appropriate invoice details on the GSTN within the stipulated time;

Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.

Supplier needs to pay the entire self-assessed tax on timely basis.

- II. 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.
- III. 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.

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.

- IV. 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 following indemnity clause No. 25 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier

25 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.

26 Job work

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

27 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.

SECTION- IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section-II & "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section-II and Section-III.
2.
 - (i) The Bank guarantee for bid security as prescribed in clauses 12.1 & 12.3 of Section-II of the bid document shall be submitted to DGM(MM), MTNL before the schedule date and time of opening of the bids. The bank guarantee so submitted shall be as per the format given in **Section VIII** on prescribed judicial paper with stamp of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.
 - (i) In case where the document of bid security is not submitted in the manner prescribed under clause 2(i) above, the Techno-commercial and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED UNOPENED.
 - (ii) Bids along with required documents shall be submitted on-line before the due date and time of submission of the bids. Bidders are advised to familiarize themselves adequately with the ETS Portal of TCIL, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame."
3.
 - (i) The supply will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing/Authorized Agency of MTNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities or any organization duly authorized by Excise Authorities for that purpose.
 - (ii) The QA units/Authorized Agencies of MTNL while clearing the equipment/stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only, will be deemed to have been supplied within the scheduled delivery period.
4. **Distribution of quantity :**
 - (a) **25% of the tender quantity** (rounded Off to nearest Integer value e.g. 4.00 to 4.49 to be taken as 4 KM and 4.50 to 4.99 as 5 KM) **is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs) at price equals to L1 price**, subject to condition that the participating MSEs quoting price within price band of L1+15% (if L1 price is from someone other than MSE vendor). **However, in case eligible MSE bidders are not available then this quantity will be de-reserved and procured from other participating bidders.**
 - (b) Further, **4 % out of 25% quantity** (rounded off to nearest Integer value) shall be earmarked for procurement from Micro & Small enterprises owned by the **Schedule**

caste or Scheduled Tribe entrepreneurs and 3% out of 25% quantity (rounded Off to nearest Integer value) shall be earmarked for **women owned MSEs**.

- (c) In the event of failure of such MSEs enterprises to participate in tender process or meet tender requirements at L-1 price, 4% sub target for procurement earmarked for MSEs owned by Scheduled castes or Scheduled Tribe entrepreneurs and 3% sub target for procurement earmarked for women owned MSEs shall be met from other Micro & Small Enterprises.
 - (d) **In case, if no MSE bidder participates in the tender or MSE bidder(s) refuses to bring down their price to L1 price, 100% quantity shall be ordered on L-1 bidder.**
 - (e). In case of more than one such MSE, the supply shall be shared equally in compliance to (a) (b) & (c) above.
 - (f) Purchase Order(s) as per above shall be placed by MTNL Mumbai based on authorization issued by Corporate Office.
 - (g) If there is more than one bidder at L-1 position, then in such case, the bidder who had supplied maximum quantity of tendered type of 96F Optical Fiber cable during last 6 years(i.e. w.e.f. 1st January 2015 to 31st December 21) to BSNL/BBNL/any other PSU in India shall be preferred and rest of the bidders in these positions shall not be considered for placement of orders. MTNL reserves the right for calling of documents at short notice of one or two days, if required, for proof of supply from the vendors for these years.
5. No short-lengths shall be accepted. However, the short length between 1.0 KM to 1.8 KM shall also be submitted subject to Maximum of 5% of the total quantity ordered in the PO. The payment for the supply of short length will be made on actual length
 6. Tolerance per drum length (2 Kms.) shall be $\pm 10\%$ as prescribed in Technical Specification. The tolerance clause is to be exercised by the supplier by effecting supplies nearest to the ordered quantity and not utilizing the maximum permissible limit.
 7. The supplier has to ensure that the supplied quantity is not more than ordered quantity. The payment shall be restricted to the ordered quantity or quantity actually supplied, which ever is lower. In case of any incremental length of cable supplied by the bidder, no additional payment will be made by MTNL.
 8. The bidders are at the liberty to quote for any of the item(s) as per SOR (section V of tender document).
 9. Bidders while bidding shall ensure that they are in a position to supply 100% of the tendered quantity of the item(s) for which they are bidding.
 10. The bidders shall have to quote for 100% of the tendered quantity of the item(s) for which they are bidding. Otherwise their bid shall not be considered.

SECTION V

SCHEDULE OF REQUIREMENT

Details of Requirement of Optical Fibre Cable

Sl no	Size of cable	Quantity (In KM)		
		DELHI	MUMBAI	TOTAL
1	96 F Metal free Optical Fibre Cable with double Sheath (G.652D) for MTNL Delhi & Mumbai	195 KM	140 KM	335 KM

SECTION VI
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

(A) Generic Requirement for 96F size of Metal Free Optical Fibre Cable with Double HDPE Sheath (G.652D)

REFERENCES

TEC STANDARDS:

Sl. No.	TEC GR No.	Subject
1	GR TEC/GR/TX/ORM-01/04 SEP.09	Specification for Raw Material used in manufacturing of Optical Fibre Cables.
2	GR/OFT-01/03. APR 2006	Tools for installation & Operating the OFC & for assembly of the OF Splice Closures.
3	G/CBD-01/02. NOV 94	Drum specifications for Cable ends.
4	TEC/GR/TX/OJC-002/03/APR-2010	Specifications for Splice Closure for Optical Fibre Cable

OTHER STANDARDS (EIA/IEC/Bell Core/CISPR/ISO etc.)

- | | |
|---|--|
| 1. ITU-T G.652 D | ITU-T Recommendations |
| 2. GR-20-CORE July 98 | Generic Requirement for Optical Fibre Cable (Bell Core) |
| 3. IEC 811-5-1, IEC 794-1-2-E1
IEC 794-1-2-E2, IEC 794-1-2-E3
IEC 794-1-2-E4, IEC 794-1-2-E7,
IEC 794-1-2-E10, IEC 794-1-E11
IEC 794-1-2-F1, IEC 794-1-2-F3,
IEC 794-1-2-F5, IEC 60793-1-30
IEC 60793-1-31, IEC 60793-1-32,
IEC60793-1-33, IEC 60793-1-34
IEC 60793-1-47, IEC 60793-1-51,
IEC 60793-1-52, IEC-60793-1-53
IEC -60793-2-50, | Test Methods for Optical Fibres |
| 4. IEC 304(4), EIA 359-A | Colour Standard |
| 5. EIA 455-104, EIA/TIA-455-73,
EIA/TIA-455-181, | Test Method for Optical Fibre |
| 6. ISO 175, ISO 9001-2000 | Test Methods for Optical Fibres
International Quality Management System |
| 7. FOTP-89, FOTP-181 | Test Methods |
| 8. ASTM D-566, ASTM D-790
ASTM D-1248, ASTM D-4565 | Test Methods |

PART I – TECHNICAL SPECIFICATIONS

1.0 Introduction:

This document describes the requirements of Metal free Optical fibre cable for underground installation in ducts. The cable shall have double HDPE jacketing anti-rodent (optional) & anti-termite with glass yarn in between as reinforcement. The optical fibre cable shall be suitably protected for the ingress of moisture by Flooding Jelly /WS yarn and WS tape. The raw material used in the cable shall meet the requirements as specified in the TEC GR for raw materials (GR No.**TEC/GR/TX/ORM-01/04 SEP-09**).

2.0 Functional Requirement:

- 2.1 The design and construction of Optical fibre cable shall be inherently robust and rigid under all conditions of installation, operation, adjustment, replacement, storage and transport.
- 2.2 The Optical fibre cable shall be able to work in a saline atmosphere in coastal areas and should be protected against corrosion.
- 2.3 Life of cable shall be at least 25 years. Necessary statistical calculations shall be submitted by the manufacturer, based upon life of the fibre and other component parts of the cable. The cable shall meet the cable aging test requirement.
- 2.4 It shall be possible to operate and handle the Optical fibre cable with tools as per **GR No. GR/OFT-01/03 APR 2006 and subsequent amendment, if any**. If any special tool is required for operating and handling the optical fibre cable the same shall be provided along with the cable.
- 2.5 The Optical fibre cable supplied shall be suitable and compatible to match with the dimensions, fixing, terminating & splicing arrangement of the splice closure. The cable supplied shall also meet other requirement of splice closure (**GR No.TEC/GR/TX/OJC-002/03/APR-2010**) and subsequent amendments, if any.
- 2.6 The manufacturer shall submit an undertaking that the optical and mechanical fibre characteristics shall not change during the lifetime of the cable against the manufacturing defects.
- 2.7 It is mandatory that the Optical fibre cable supplied in a particular route is manufactured from a single source of optical fibres.
- 2.8 The Optical fibre cable shall be manufactured so as to protect the cable from rodent and termite.

3.0 Technical Requirements of Optical Fibres:

Single Mode Optical Fibre used in manufacturing optical fibre cables shall be as per ITU-T Rec. G 652 D. The specifications of optical fibres are mentioned below:

3.1 Type of fibre : Single mode (Section -I of the GR
(Wavelength band optimized : No. TEC/GR/TX/ORM-01/04/SEP-
nominal 1310 nm) : 09 and subsequent amendments, if
any)

3.2 Geometrical Characteristics:

3.2.1 MFD : 8.8-9.8 μm
3.2.2 Cladding Diameter : 125 $\mu\text{m} \pm 1.0 \mu\text{m}$
3.2.3 Cladding Non-circularity : $\leq 1\%$
3.2.4 Core Clad concentricity error : $\leq 0.6 \mu\text{m}$
3.2.5 Diameter over primary coated with : 245 $\mu\text{m} \pm 10 \mu\text{m}$
double UV cured acrylate.
(Shall be measured on un colored fibre)

Note: The thickness of colour coating may be over and above the values specified above, if the manufacturer adopts separate UVcured coloring process (to colour the un colored fibres) other than the on line integrated coloring process (of secondary layer of primary coating) of the fibres, during fibre manufacturing.

3.2.6 Coating / Cladding Concentricity : $\leq 12 \mu\text{m}$

3.3 Transmission Characteristics:

3.3.1 Attenuation:

a) Fibre attenuation before Cabling

i) At 1310 nm : $\leq 0.34 \text{ dB/Km}$
ii) Between 1285 to 1380 nm : $\leq 0.37 \text{ dB/Km}$
iii) Between 1390 to 1525 nm : $\leq \text{Value at 1310nm}$
iv) At 1550 nm : $\leq 0.21 \text{ dB/Km}$
v) Between 1525 to 1625 nm : $\leq 0.24 \text{ dB/Km}$

b) Water Peak Attenuation before cabling
Between 1380-1390nm : $\leq \text{Value at 1310nm}$

Note:

1. Attenuation in the band 1380-1390nm shall be checked at every 2nm after Hydrogen ageing as per IEC 60793-2-50. Hydrogen ageing test is to be carried out by CACT, Bangalore or any other recognized laboratory for type test.
2. Sudden irregularity in attenuation shall be less than 0.1 dB
3. The spectral attenuation shall be measured on un-cabled fibre.
4. The Spectral attenuation in the 1250 nm–1625 nm band shall be measured

at an interval of 10nm and the test results shall be submitted.

- c) Fibre attenuation after cabling
 - i) At 1310 nm : ≤ 0.36 dB/km
 - ii) At 1550 nm : ≤ 0.23 dB/Km
 - iii) At 1625 nm : ≤ 0.26 dB/Km
- d) Water Peak Attenuation after cabling
 - At 1383nm \pm 3nm : \leq Value at 1310 nm

3.3.2 Dispersion:

- a) Total Dispersion
 - i) In 1285-1330 nm band : ≤ 3.5 ps/nm.km
 - ii) In 1270-1340 nm band : ≤ 5.3 ps/nm. Km
 - iii) At 1550 nm. : ≤ 18.0 ps/nm. Km
 - iv) At 1625 nm : ≤ 22.0 ps/nm. Km

Note: The dispersion in the 1250 nm–1625 nm band shall be measured on un-cabled fibre at an interval of **10nm** and the test results shall be submitted.

- b) Polarization mode dispersion at 1310 & 1550 nm
 - i) Fibre : ≤ 0.2 ps/ $\sqrt{\lambda}$ km
 - ii) Cabled Fibre : ≤ 0.3 ps/ $\sqrt{\lambda}$ 'km

Note: Measurement on un-cabled fibre may be used to generate cabled fiber statistics and correlation established.

- c) Zero Dispersion Slope : ≤ 0.092 ps/(nm² Km)
- d) Zero dispersion wave length range : 1300 -1324 nm

3.3.3 Cut off wavelength for fibres used in cables : 1320 nm Max.
Note: The above cut off wavelength is w.r.t. 2M sample length of fibre.

3.3.4 Cable Cut off wavelength : 1260 nm Max.

3.4 Mechanical Characteristics:

- 3.4.1 Proof test for minimum strain level : 1%
(Test method IEC–60793-1– 30)
- 3.4.2 Peak Stripability force to remove primary coating of the fibre. (Test method IEC–60793-1-32) : $1.3 \leq F \leq 8.9$ N

Note: The force required to remove 30 mm \pm 3 mm of the fibre coating shall not exceed 8.9 N and shall not be less than 1.3 N.

- 3.4.3 Dynamic Tensile Strength
(Test method IEC–60793-1-31)
- a) Un-aged : ≥ 550 KPSI (3.80 Gpa)
 - b) Aged : ≥ 440 KPSI (3.00 Gpa)

3.4.4 Dynamic Fatigue (Test method IEC- 60793 - 1-33) : ≥ 20

3.4.5 Static Fatigue (Test method IEC- 60793 - 1-33) : ≥ 20

3.4.6 Fibre Macro bend
(Test method FOTP– 62/ IEC- 60793-1-47)

- a) Change in attenuation when fiber is coiled with 100 turns on 30 ± 1.0 mm radius mandrel : ≤ 0.05 dB at 1550 nm
: ≤ 0.5 dB at 1625nm
- b) Change in attenuation when fiber is coiled with 1 turn around 32 ± 0.5 mm diameter mandrel : ≤ 0.5 dB at 1550 nm
: ≤ 1.0 dB at 1625nm

3.4.7 Fibre Curl : ≥ 4 meters radius of curvature
(Test method as per IEC 60793-1-34)

3.5 Material Properties:

3.5.1 Fibre Materials:

a) The substances of which the fibres are made : To be indicated by the manufacturer

b) Protective material requirement:

The physical and chemical properties of the material used for the fibre primary coating and for single jacket fibre	It shall meet the requirement of fibre coating stripping force as per clause No. 3.4.2
The best way of removing protective coating material.	To be indicated by the manufacturer

c) Group refractive Index of fibre : To be indicated by the manufacturer
Note: The manufacturer shall indicate the variation in group refractive index of fibre during bulk production.

3.6 Environmental Characteristic of Fibre (Type test):

3.6.1 Operating Temperature (Test Method IEC – 60793 – 1-52)

Temperature Dependence of Attenuation : - 60° C to +85° C

Induced Attenuation at 1550 nm at -60°C to +85° C : ≤ 0.05 dB/km

3.6.2 Temperature – Humidity Cycling

(Test method /EIA/TIA-455-73)

Induced Attenuation at 1550 nm at -10°C to +85°C : ≤ 0.05 dB/km
and 95% relative humidity.

3.6.3 Water Immersion 23°C

(Test method IEC- 60793 – 1 -53)

Induced Attenuation at 1550 nm due to
Water Immersion at $23 \pm 2^\circ\text{C}$: ≤ 0.05 dB/km

3.6.4 Accelerated Aging (Temperature) 85°C

(Test method IEC- 60793 – 1- 51)

Induced Attenuation at 1550 nm due to
Temperature Aging at $85 \pm 2^\circ\text{C}$: ≤ 0.05 dB/km

3.6.5 Retention of Coating Color

(Test method IEC- 60793 – 1 - 51)

Coated Fiber shall show no discernible
in color, when aged for relative humidity : 30 days at 85°C change
95% Humidity and then
20 days in 85°C dry heat

3.7 Colour Qualification and Primary coating Test:

3.7.1 Colour Qualification Test:

a) MEK Rub Test (Methylene Ethyl Ketone Test):

To be tested by using soaked (Solvent) tissue paper for ten strokes unidirectional on 10 cm length of fibre. No colour traces shall be observed on the tissue paper after testing.

b) Water immersion Test (Type Test):

To be tested for colored fiber for 30 days. After the test Colour qualification, Attenuation measurement & Strippability test are to be taken.

3.7.2 Primary coating Test:

a) Fourier Transform Infrared Spectroscopy (FTIR) Test:

To be tested to check the curing level of coating on the surface of natural fibre. The curing level shall be better than 90%.

b) Adhesion Test:

To be tested by using soaked (Solvent) tissue paper for ten strokes unidirectional on 10 cm length of fibre. No coating shall be observed on the

tissue paper after testing.

3.8 Optical Fibre Cable Construction Specifications for Wet core (Type-I):

General: The Metal Free optical fibre cable shall be designed to the parameters mentioned in Annexure-I. The manufacturer shall submit designed calculations and the same shall be studied and checked.

3.8.1 Secondary Protection: The primary coated fibres may be protected by loose packaging within tube, which shall be filled with thixotropic jelly. The dimensions of tube shall be as per Annexure – I.

3.8.2 Number of fibres in cable: 96
(Type approval for a cable shall be issued depending on the no. of fibres in the cable)

3.8.3 Strength Member:

Solid FRP non - metallic strength member shall be used in the center of the cable core. The strength member in the cable shall be for strength and flexibility of the cable and shall have anti buckling properties. The FRP shall keep the fibre strain within permissible values. The size of FRP shall be as per **Annexure – I**.

3.8.4 Cable Core Assembly: Primary coated fibres in loose tubes stranded together around a central strength member using helical or reverse lay techniques shall form the cable core. The dimensions of FRP and stranding pitch shall be as per annexure - I.

3.8.5 Core Wrapping: The main cable core containing fibres shall be wrapped by a layer / layers of Polyester foil/ tape. The nylon/polyester binder thread shall be used to hold the tape, if required. The core wrapping shall not adhere to the secondary fibre coating and shall not leave any kink marks over the loose tube.

3.8.6 Moisture barrier (protection): The main cable core (containing fibres & core wrapping) shall be protected by thixotropic flooding compound (jelly) having properties of non hygroscopic dielectric material.

3.8.7 Filling and Flooding compound: The filling/flooding compound used in the loose tube and in the cable core shall be compatible to fibre, secondary protection of fibre, core wrapping and other component part of the cable. The drip point shall not be lower than +70°C. The fibre movement shall not be constrained by stickiness & shall be removable easily for splicing. Reference test method to measure drop point shall be as per ASTM D 566. The thixotropic filling/flooding compound (jelly) shall be as per the GR No. **TEC/GR/TX/ORM-01/04/SEP-09** and subsequent amendment issued, if any.

3.8.8 Inner Sheath:

A non-metallic moisture barrier sheath may be applied over and above the cable core. The core shall be covered with tough weather resistant High Density Polyethylene (HDPE) sheath, black in colour (UV Stabilized). Thickness of the sheath shall be uniform & shall not be less than **1.2mm**. The sheath shall be circular, smooth, free from pin holes, joints, mended pieces and other defects. Reference test method to measure thickness shall be as per IEC 189 para 2.2.1 and para 2.2.2.

Note: HDPE material, black in colour, from the finished cable shall be subjected to following tests (on sample basis) and shall confirm to the requirement of the material as per GR No. **TEC/GR/TX/ORM-01/04 SEP.09**.

- i) Density
- ii) Melt flow index
- iii) Oxidative Induction time
- iv) Carbon black content
- v) Carbon black dispersion
- vi) ESCR
- vii) Moisture content
- viii) Tensile strength and elongation at break
- ix) Absorption Coefficient
- x) Brittleness Temperature

3.8.9 Glass Reinforcement:

Impregnated Glass Fibre Reinforcement are used to achieve the required tensile strength of the optic fibre cables over the cable inner sheath to provide peripheral reinforcement along with Solid Rigid FRP Rod in the centre at cable core. These flexible strength members shall be **Non-water blocking type**. The use of Solid Rigid FRP Rod(s) is mandatory in Optical Fibre cable design. Impregnated Glass Fibre Reinforcement used shall be equally distributed over the periphery of the cable inner sheath. It shall be applied helically and shall provide full coverage to inner sheath to provide rodent protection. The quantity of the Impregnated Glass fibre Reinforcement used per km length of the cable along with its dimensions shall be as per Annexure-I. The specification of the glass roving shall be as per Section XII of GR No. TEC/GR/TX/ORM-01/04 SEP.09 and as per other details given in the annexure –I.

3.8.10 Outer Sheath:

A non-metallic moisture barrier sheath (black in colour) shall be applied over the inner sheath, which shall consist of tough weather resistant made High Density Polyethylene compound (HDPE), which is **Anti-termite**. The outer sheath HDPE shall be UV stabilized and the colour shall confirm to Munsell colour standards. The thickness of the outer sheath shall not be less than **1.6mm**. The outer sheath shall be uniform, circular, smooth, free from pin holes, joints mended pieces and other defects. The reference test method to measure thickness shall be as per IEC 811-5-1. Anti termite dopant shall be added in the outer sheath to resist termite attack on the cable.

Note: HDPE material from finished product shall be subjected to following tests (on sample basis) and shall confirm to the requirement of the material as per the GR no. **TEC/GR/TX/ORM-01/04/SEP-09** (Section-III):

- i) Density
- ii) Melt flow index
- iii) Oxidative Induction time
- iv) Carbon black content
- v) Carbon black dispersion
- vi) ESCR
- vii) Moisture content
- viii) Tensile strength and elongation at break
- ix) Absorption Coefficient
- x) Brittleness Temperature

Note: The outer jacket of HDPE shall be as to protect the sheath from attack by termites. Manufacturer shall be provided the details of doping material used and same shall be verified during bulk testing. The outer sheath shall be termite protected as per DIN EN 117. The surface of the sheath shall be smooth and free of defects such as cracks, blisters, etc.

3.8.11 Cable diameter: The finished cable diameter shall be as per **Annexure – I**.

3.8.12 Cable Weight: The nominal cable weight shall be as per **Annexure – I**.

3.8.13 RIP Cord:

- a) Three suitable ripcords shall be provided in the cable, which shall be used to open the both HDPE sheath of the cable. Two ripcords shall be placed diametrically opposite to the each other at below the outer Jacket & one ripcord shall be placed at below inner sheath. It shall be capable of consistently slitting the sheath without breaking for a length of 1meter at the installation temperature. The ripcords (3ply & twisted) shall be properly waxed to avoid wicking action and shall not work as water carrier.
- b) The ripcords used in the cable shall be readily distinguishable from any other components utilized in the cable construction.

4.0 Mechanical Characteristics and Tests on Optical Fibre Cable:

(**Note:** All observations are to be taken at 1310nm and 1550nm wavelengths)

4.1 Tensile strength Test:

Objective: This measuring method applies to optical fibre cables which are tested at a particular tensile strength in order to examine the behaviour of the attenuation as a function of the load on a cable which may occur during installation.

Method: IEC 60794-1-2-E1.

Test Specs.: The cable shall have sufficient strength to withstand a load of value $T(N) = 9.81 \times 2.5 W$ Newton or 2670 N whichever is higher (Where W-mass of 1 Km of cable in Kg). The load shall be sustained for 10 minutes and the strain of the fibre monitored.

Requirement: The load shall not produce a strain exceeding 0.25% in the fibre and shall not cause any permanent physical and optical damage to any component of the cable. The attenuation shall be noted before strain and after the release of strain. The change in attenuation of each fibre after the test shall be ≤ 0.05 dB both for 1310 nm and 1550 nm wavelength.

4.2 Abrasion Test:

Objective: To test the abrasion resistance of the sheath and the marking printed on the surface of the cable.

Method: IEC-60794-1-2-E2 or by any other international test method

Test Specs.: The cable surface shall be abraded with needle (wt. 150 gm) having diameter of 1 mm with 500 grams weight (Total weight more than equal 650 gms.)

No. of cycles : 100

Duration : One minute (Nominal)

Requirement: There shall be no perforation & loss of eligibility of the marking on the sheath.

4.3 Crush Test (Compressive Test):

Objective: The purpose of this test is to determine the ability of an optical fibre cable to withstand crushing.

Method: IEC 60794-1-2-E3.

Test Specs.: The fibres and component parts of the cable shall not suffer permanent damage when subjected to a compressive load of 2000 Newton applied between the plates of dimension 100 x 100 mm. The load shall be applied for 60 Secs. The attenuation shall be noted before and after the completion of the test.

Requirement: The change in attenuation of the fibre after the test shall be ≤ 0.05 dB both for 1310 nm and 1550 nm wavelength.

4.4 Impact Test:

Objective: The purpose of this test is to determine the ability of an optical fibre cable to withstand impact.

Method: IEC 60794-1-2-E4.

Test Specs: The cable shall have sufficient strength to withstand an impact caused by a mass weight of 50 Newton, when falls freely from a height of 0.5 meters. The radius R of the surface causing impact shall be 300 mm. 10 such impacts shall be applied at the same place. The attenuation shall be noted before and after the completion of the test.

Requirement: The change in attenuation of the fibre after the test shall be \leq 0.05dB both for 1310 nm and 1550 nm wavelength.

4.5 Repeated Bending:

Objective: The purpose of this test is to determine the ability of an optical fibre cable to withstand repeated bending.

Method: IEC 60794-1-2-E6

Test Specs.: The cable sample shall be of sufficient length (5 m minimum) to permit radiant power measurements as required by this test. Longer lengths may be used if required.

Parameters:

Weight	:	5 Kg
Minimum distance from Pulley centre to holding device	:	216 mm
Minimum distance from Wt. to Pulley centre	:	457 mm
Pulley Diameter	:	20 D (D - cable diameter)
Angle of Turning	:	90°
No. of cycles	:	30
Time Required for 30 cycles	:	:2 min

Requirement: During the test no fibre shall break and the attenuation shall be noted before and after the completion of the test. The change in attenuation of the fibre after the test shall be \leq 0.05 dB both for 1310 nm and 1550 nm wavelength.

4.6 Torsion Test:

Objective: The purpose of this test is to determine the ability of an optical fibre cable to withstand torsion.

Method: IEC 60794-1-2-E7.

Test Specs : The length of the specimen under rest shall be 2 meters and the load shall be 100 N. The sample shall be mounted in the test apparatus with cable clamped in the fixed clamp sufficiently tight to prevent the movement of cable sheath during the test. One end of

the cable shall be fixed to the rotating clamp which shall be rotated in a clock wise direction for one turn. The sample shall then be returned to the starting position and then rotated in an anti-clock wise direction for one turn and returned to the starting position. This complete movement constitutes one cycle. The cable shall withstand 10 such complete cycles. The attenuation shall be noted before and after the completion of the test.

Requirement: The cable shall be examined physically for any cracks tearing on the outer sheath and for the damage to other component parts of the cable. The twist mark shall not be taken as damage. The change in attenuation of the fibre after the test shall be ≤ 0.05 dB both for 1310 nm and 1550 nm wavelength.

4.7 Kink Test:

Objective: The purpose of this test is to verify whether kinking of an optical fibre cable results in breakage of any fibre, when a loop is formed of dimension small enough to induce a kink on the sheath.

Method: IEC 60794-1-2-E10.

Test Specs.: The sample length shall be 10 times the minimum bending radius of the cable. The sample is held in both hands, a loop is made of a bigger diameter and by stretching both the ends of the cable in opposite direction, the loop is made to the minimum bend radius so that no kink shall form. After the cable comes in normal condition, the attenuation reading is taken.

Requirement: The kink should disappear after the cable comes in normal condition. The change in attenuation of the fibre after test shall be ≤ 0.05 dB both for 1310 nm & 1550 nm wavelength.

4.8 Cable Bend Test:

Objective: The purpose of this test is to determine the ability of an optical fibre cable to withstand repeated flexing. The procedure is designed to measure optical transmittance changes and requires an assessment of any damage occurring to other cable components.

Method: IEC 60794-1-2-E11 (Procedure-I).

Test Specs.: The fibre and the component parts of the cable shall not suffer permanent damage when the cable is repeatedly wrapped and unwrapped 4 complete turns of 10 complete cycles around a mandrel of $20 D$, where D is the diameter of the cable. The attenuation shall be noted before and after the completion of the test.

Requirement: The change in attenuation of the fibre after the test shall be ≤ 0.05 dB both for 1310 nm and 1550 nm wavelength. Sheath shall not show any cracks visible to the naked eye when examined whilst still wrapped on the mandrel.

4.9 Temperature Cycling (Type Test):

Objective: To determine the stability behaviour of the attenuation of a cable subjected to temperature changes which may occur during storage, transportation and usage.

Method: IEC 60794-1-2-F1 (To be tested on Standard cable length & drum i.e 2Km. $\pm 5\%$)

Test Specs.: The permissible temperature range for storage and operation will be from -20°C to $+70^{\circ}\text{C}$. The rate of change of temperature during the test shall be 1°C per minute approx. The cable shall be subjected to temperature cycling for 12 Hrs. at each temperature as given below:

TA2 temp.	:	-20°C
TA1 temp.	:	-10°C .
TB1 temp.	:	$+60^{\circ}\text{C}$.
TB2 temp.	:	$+70^{\circ}\text{C}$.

The test shall be conducted for 2 cycles at the above temperatures.

Requirement: The change in attenuation of the fibre under test shall be ≤ 0.05 dB for 1310 nm and 1550 nm wave length respectively for the entire range of temperature.

4.10 Cable aging Test (Type Test):

Objective: To check the cable material change dimensionally as the cable ages.

Method: At the completion of temperature cycle test, the test cable shall be exposed to 85 ± 2 degree C for 168 hours. The attenuation measurement at 1310 & 1550 nm wave length to be made after stabilization of the test cable at ambient temperature for 24 hours.

Requirement: The increase in attenuation allowed: ≤ 0.05 dB at 1310 and 1550 nm.

Note: The attenuation changes are to be calculated with respect to the base line attenuation values measured at room temperature before temperature cycling.

4.11 Water Penetration Test (Type Test):

Objective: The aim of this test is to ensure that installed jelly filled Optical Fibre cable will not allow water passage along its length.

Method: IEC 60794-1-2-F5 (Fig. B) 1992.

Test Specs.: A circumferential portion of the cable end (with inner HDPE sheath) shall face the water head. The water tight sleeve shall be applied over the cable. The cable shall be supported horizontally and two meter head of water, containing a sufficient quantity of water soluble fluorescent dye for the detection of seepage, shall be applied on the HDPE sheath for a period of 7 days at ambient temperature. No other coloured dye is permitted.

Requirement: No dye shall be detected when the end of the 3m length of the cable is examined with ultraviolet light detector. The cable sample under test shall be ripped open after the test and then it shall be examined for seepage of water into the cable and the distance to be noted. It shall not be more than 20 cm.

4.12 Test of Figure of 8 (Eight) on the cable (Type Test):

Objective: Check of easiness in formation of figure of 8 of the cable during installation in the field.

Test Method: 1000 meter of the cable shall be uncoiled from the cable reel and shall be arranged in figure of 8 (eight) shape. The diameter of each loop of the figure of 8 shall be maximum 2 meters.

Requirement: It shall be possible to make figure of 8 of minimum 1000 meters of the cable uncoiled from the cable reel without any difficulty. No visible damage shall occur.

4.13 Flexural Rigidity Test on the optical fibre cable (Type Test):

Objective: To check the Flexural Rigidity of the metal free optical fibre cable.

Method: To be tested as per ASTM D –790

Test Specs: The fibre and the component parts of the cable shall not suffer permanent damage in the cable subjected to Flexural Rigidity Test as per the above method. The attenuation shall be noted after and before the completion of the test.

Requirement: The change in attenuation of the fibre after the test shall be ≤ 0.05 dB at both 1310 nm & 1550 nm wavelengths. The sheath shall not show any cracks visible to the naked eye.

4.14 Static Bend test (Type Test):

Objective: To check the cable under Static bend.

Method: As per the clause no 4.8 of the GR alternatively as per ASTM D790.

Test Specs: The cable shall be subjected to static bend test. The optical fibre cable shall be bend on a mandrel having a Diameter of 10 D (D is diameter of the cable).

Requirement: The change in attenuation of the fibre after the test shall be ≤ 0.05 dB for both 1310 nm & 1550 nm wavelengths. Sheath shall not show any cracks visible to the naked eye when examined whilst still wrapped on the mandrel.

4.15 Cable Jacket Yield Strength And Ultimate Elongation:

Objective: To determine the yield strength and elongation of the polyethylene (HDPE) cable sheath (jacket).

Test Method: FOTP-89 or ASTM 1248 Type III class

Test Condition: 1. Sample shall be taken from a completed cable. The aged sample shall be conditioned at $100 \pm 2^\circ\text{C}$ for 120 hours before testing.

2. The cross-head speed shall be 50 mm per minute.

Requirement:

Jacket Material	Minimum Yield Strength		Minimum Elongation (%)
	(MPa)	(psi)	
HDPE un-aged	16.5	2400	400
HDPE aged	12.4	1800	375

4.16 To Check of the quality of the loose tube (containing optical fibre) (Type Test):

a. Embrittlement Test

This test method is based on bending by compression and reflects embrittlement much better than the other tensile tests. This test is independent of wall thickness of the loose tube.

Sample: The minimum length of the test sample depends on the outside diameter of the loose tube and should be 85 mm for tubes up to 2.5 mm outside dia. The length of the bigger tubes should be calculated by using the following equation:

$$L_o > 100 \times \frac{[(D^2 + d^2)]^{1/2}}{4} \text{ where}$$

Lo = Length of tube under test.
D = Outside dia of loose tube.
d = Inside dia of loose tube.

Procedure: Both the ends of a buffer tube test sample may be mounted in a tool, which is clamped in jaws of a tensile machine which exerts a constant rate of movement. The movable jaw may move at a rate of 50 mm per minute toward the fixed jaw. Under load, the tube will bend so that it is subjected to tensile and compressive stresses. The fixture for holding the tube should be designed in a manner that the tube might bend in all directions without further loading.

Requirement: The tube should not get embrittled. No kink should appear on the tube up to the safe bend diameter of tube (15 D), where D is the outside diameter of the loose tube. There should also not be any physical damage or mark on the tube surface.

b. Kink Resistance Test on the Loose Tube

Objective: To safeguard the delicate optical fibers, the quality of the loose tube material should be such that no kink or damage to the tube occur while it is being handled during installation and in splicing operations.

Procedure: To check the kink resistance of the loose tube, a longer length of the loose tube is taken (with fiber and gel), a loop is made and loop is reduced to the minimum bend radius of loose tube i.e. 15 D (where D is the out side diameter of the loose tube). This test is to be repeated 4 times on the same sample length of the loose tube.

Requirement: No damage or kink should appear on the surface of the tube.

4.17 Drainage Test for Loose Tube and Drip test on the cable (Type Test):

a. Drainage Test for loose Tube

Sample Size: 30 cm tube length.

Test procedure:

1. Cut the tube length to 40 cm.
2. Fill the tube with the tube filling gel ensuring that there are no air bubbles and the tube is completely full.
3. Place the filled tube in a horizontal position on a clean worktop and cut 5 cm from either end so that the finished length of the sample is 30 cm.
4. Leave the filled tube in a horizontal position at an ambient temperature for 24 hrs. (This is necessary because the gel has been sheared and the viscosity has been reduced during the filling process).

5. The sample tube is then suspended vertically in an environment heat oven over a weighed beaker. It is left in the oven at a temperature of 70° C for a period of 24 Hrs.
6. At the end of the 24 hrs period the beaker is checked and weighed to see if there is any gel in the beaker.

Results:

1. If there is no gel or oil in the beaker the tube has PASSED the drainage test.
2. If there is gel or oil in the beaker the tube has FAILED the drainage test.

b. Drip test on the cable

Objective: The purpose of this test is to determine the ability of jelly in the O.F. cable to withstand a temperature of 70 degree C.

Method: Take a sample of 30 cm. length of the cable with one end sealed by end cap. Remove outer black sheath, binder tapes for 5 cm from open end of the sample. Clean the jelly. Then the sample is kept vertically with open end downwards in the oven for 24 hours at 70° C with a paper under the sample.

Test Specs: Examine the paper placed below the cable inside the oven for dripping of the jelly after 24 hours. There should be no jelly drip or oily impression on the paper.

4.18 Check of easy removal of sheath:

Objective: Check of the easy removal of sheath of the fiber optic cable by using normal sheath removal tool.

Procedure: To check easy removal, the sheath shall be cut in circular way and the about 300 mm length of the sheath should be removed in one operation. It should be observed during sheath removal process that no undue extra force is applied and no component part of the cable is damaged. One should be able to remove the sheath easily.

4.19 Check of the effect of aggressive media on the cable (Acidic and Alkaline Behaviour) (Type Test):

Procedure: To check the effect of aggressive media, solution of PH4 and PH10 shall be made. The two test samples of the finished cable, each of 600 mm in length, are taken and the ends of the samples are sealed. These test samples are put in the PH4 and PH10 solutions separately. After 30 days these samples are taken out from the solutions and examined for any corrosion etc on the sheath and other markings of the cables. (Test method no. ISO175).

Requirement: The sample should not show any effect of these solution on the sheath and other marking of the cable.

4.20 Termite & Rodent Test (Type Test):

Termite & Rodent test shall be carried out at any recognized lab on finished cable samples. The reports shall be submitted by the manufacturers. Termite resistant shall be provided with an additive in outer sheath and rodent protection shall be provided with Glass roving yarns around the periphery of inner sheath and these yarns should spread uniformly around the periphery of inner sheath.

PART II – GENERAL REQUIREMENTS

5.0 Engineering Requirements:

5.1 Cable Marking:

5.1.1 A long lasting suitable marking shall be applied in order to identify this cable from other cables. The cable marking shall be imprinted (indented). The marking on the cable shall be indelible of durable quality and at regular intervals of one meter length. The accuracy of the sequential marking must be within -0.25% to +0.5% of the actual measured length. The sequential length markings must not rub off during normal installation and in life time of optical fibre cable. The total length of the cable supplied shall not be in negative tolerance.

5.1.2 The marking shall be in contrast colour over the black HDPE Sheath (jacket) and shall be one by hot foil indentation method. The colour used must withstand the environmental influences experienced in the field.

5.1.3 The type of legend marking on O.F. cable shall be as follows:

- a) Company LOGO
- b) Legend containing international acceptable Laser symbol
- c) Type of Fibre– G.652 D
- d) Number of Fibres
- e) Type of cable
- f) Year of manufacture
- g) Sequential length marking
- h) User's Identification
- i) Cable ID

5.2 Cable Ends:

5.2.1 Both cable ends (the beginning end and end of the cable reel) shall be sealed and readily accessible. Minimum 5 meter of the cable of the beginning end of the reel shall accessible for testing. Both ends of the cable shall be kept inside the drums and shall be located so as to be easily accessible for the test. The drum (confirming to GR No. G/CBD-O1/02 Nov. 94 and subsequent amendment) should be marked to identify the direction of rotation of the drum. Both ends of cable shall be provided with cable pulling (grip) stocking and the anti twist device (free head hook). The wooden drums shall be properly treated against termites

and other insects during transportation and storage. The manufacturer shall submit the methodology used for the same

5.2.2 An anti twist device (Free head hook) shall be provided, attached to the both the ends of the cable pulling arrangement. The arrangement of the pulling eye and its coupling system along with the anti twist system shall withstand the prescribed tensile load applicable to the cable.

5.3 The nominal drum length:

5.3.1 Length of OF Cable in each drum shall be 2 Km \pm 10% / 4 Km \pm 10% / 8 Km \pm 10% / 10 Km \pm 10% shall be supplied as per the order. The variation in length of optical fibre cable, as specified above (in each drum), shall be acceptable.

5.3.2 The fibres in cable length shall not have any joint.

5.3.3 The drum shall be marked with arrows to indicate the direction of rotation.

5.3.4 Packing list supplied with each drum shall have at least the following information:

- a) Drum No.
- b) Type of cables
- c) Physical Cable length
- d) No. of fibres
- e) Length of each fibre as measured by OTDR
- f) The Cable factor - ratio of fibre/cable length
- g) Attenuation per Km. of each fibre at 1310 & 1550 nm
- h) Users / Consignee's Name
- i) Manufacturers Name, Month, Year and Batch No.
- j) Group refractive index of fibre.
- j) Purchase Order No.
- k) Cable ID

5.4 Colour coding in OF Cables:

5.4.1 The colorant applied to individual fibres shall be readily identifiable throughout the lifetime of the cable and shall match and conform to the Munsell Colour Standards (EIA-359-A) and also IEC Publication 304 (4).

5.4.2 Colour Coding Scheme:

When the loose tubes are placed in circular format, the marking to indicate the loose tube no. "1" shall be in blue colour followed by loose tube no.2 of orange and so on for other tubes as per the colour scheme given below and complete the circular format by placing the dummy /fillers at the end.

Depending upon the number of fibres in a loose tube (which depends on the cable capacity), the fibres are serially chosen from the column no. II of the following table-1. Last fibre in a tube shall be of natural color, while the rest of fibres are colored.

Table -1 : Colour Coding scheme of the Optical Fibre & Loose tube

No. of Fibers/Buffer tube I	Fiber identification II	Loose tube identification III
1	Blue	Blue
2	Orange	Orange
3	Green	Green
4	Brown	Brown
5	Slate	Slate
6	White	White
7	Red	Red
8	Black	Black
9	Yellow	Yellow
10	Violet	Violet
11	Rose/Pink	Rose/Pink
12	Natural	Aqua

6.0 Quality Requirements:

6.1 The cable shall be manufactured in accordance with the international quality standards ISO 9001-2008 (latest issue) for which the manufacturer should be duly accredited. The Quality Manual shall be submitted by the manufacturer.

6.2 Raw Material:

6.2.1 The cable shall use the raw materials approved against the **GR No. TEC/GR/TX/ORM-01/04 SEP.09** and the subsequent amendment issued, if any.

6.2.2 **Any other material used shall be clearly indicated by the manufacturer. The detailed technical specifications of such raw materials used shall be furnished by the manufacturer at the time of evaluation/testing.**

6.2.3 The raw materials used from multiple sources is permitted and the source / sources of raw materials (Type and grade) from where these have been procured shall be submitted by the manufacturer.

6.2.4 The manufacturer can change the raw material from one approved source to other approved source with the approval of QA wing of purchaser. In case of change of source/grade of SM Optical Fibre, the call for fresh evaluation/testing shall be decided by QA wing of purchaser.

6.2.5 The raw material used (HDPE black in colour) for outer sheath shall protect the cable from attack by termite & rodent. The manufacturer shall specify anti-termite and anti-rodent (optional) additives and submit the detail characteristics of the material and additives used to make it termite & rodent (optional) proof. The additives shall also be non-toxic. The cable shall be tested for the presence of Anti termites & Anti rodent (optional) additives by recognized laboratory or institute. The cable shall also be tested for its termite & rodent (optional) provenness by NABL accredited Lab / Govt laboratory or institute.

Further, clarifications, if any required, for above clause is as under:-

- (a) Termite resistance test shall be carried out at any recognized lab on finished cable samples. The reports shall be submitted by the manufacturer. The termite resistance shall be provided with an anti-termite HDPE outer sheath with or without dopant/ additives.
- (b) Anti-Rodent (optional) protection shall be provided with glass roving yarns around the periphery of inner sheath and these yarns should spread around the periphery of inner sheath.
- (c) The Anti-rodent (optional) test shall be “checking the uniformity of application of glass roving yarns around the periphery of inner sheath”. The test shall be carried out by BSNL QA during testing or can be carried out at any recognized Lab on finished cable and in addition manufacturers shall also give an undertaking in this respect.

6.2.6 The HDPE black in colour used for sheath shall be UV stabilized.

Note: A test certificate from a recognized laboratory or institute may be acceptable for the UV stability of the HDPE sheath material

6.2.7 The material used in optical fibre cable must not evolve hydrogen that will affect the characteristics of optical fibres.

Note: A test certificate from a recognized laboratory or institute may be acceptable.

6.3 Cable Material Compatibility:

Optical fibre, buffers/core tubes, and other core components shall meet the requirements of the compatibility with buffer/core tube filling material(s) and/or water-blocking materials that are in direct contact with identified components within the cable structure (This shall be tested as per clause no. 6.3.4 of Telecordia document GR-20-CORE issue 2, July 1998).

Note: The tests may be conducted in house (if facility exist) or may be conducted at CACT or any other recognized laboratory.

7.0 Documentation:

7.1 Complete technical literature in English with detailed cable construction diagram of various sub-components with dimensions, weight & test data and other details of the cable shall be provided.

7.2 All aspects of installation, operation, maintenance and fibre splicing shall also be covered in the handbook. The pictorial diagrams of the accessories (with model no. and manufacturer name) supplied along with the cable as package shall be also be submitted. A hard as well as soft copy of the manuals shall be provided.

8.0 Safety:

- 8.1 The material used in the manufacturing of the Optical fibre cables shall be non-toxic and dermatologically safe in its life time and shall not be hazardous to health. The manufacturer shall submit MSDS (Material safety Data Sheet) for all the material used in manufacturing of OF Cable to substantiate the statement.

Procedures for the issue of Evaluation/Testing certificate for Metal Free Optical Fibre Cable with Double HDPE Sheath

For the issue of Evaluation/Testing certificate for low fibre count of Metal Free Optical Fibre Cables against the specifications under this section to the manufactures having valid Evaluation/Testing certificate for higher fibre count of Metal Free Optical Fibre cables against this specification without conducting the actual tests on the cable, following is stated.

- i) The manufacturer may seek Evaluation/Testing certificate of Metal Free Optical Fibre Cables for the fibre count of 96 fibres.
- ii) The Metal Free Optical Fibre Cables against specification are grouped into following three groups:
 - a) Group no. I Fibre cables of 96, 48, 24, 12 Fibres.
 - b) Group no. II Fibre cables have 96, 48, 24, 12 Fibres.
 - c) Group no. III Fibre cables of 24, 12 Fibres.

MTNL intends to purchase Group no II Fibre cables 96 Fibres by current tender.

- iii) The manufacturer may seek Evaluation/Testing certificate of **Lower Fibre Count Cable** mentioned in the respective group. To qualify, the manufacturer must have **certificate** for highest fibre count cable in the particular group.
- iv) The manufacturer seeking Evaluation/Testing certificate for the **Lower Fibre Count** based upon the fact that he is having Evaluation/Testing certificate for higher fibre count cable shall be required to submit the following:
 - 1) Application in prescribed forms as per the existing Evaluation/Testing certificate Procedures.
 - 2) Compliance statement against each clause of the GR along with construction design details with dimensions.
 - 3) The manufacture shall have manufacture at least 5 cable reels (of 2 km each approx.) of the particular fibre count of the cable for which application for the issue of Evaluation/Testing certificate is made. The manufacturer shall submit the sample of the cable at the time of seeking Evaluation/Testing certificate of **lower fibre count** of cable.
 - 4) A separate application is required to be submitted for the issue of Evaluation/Testing certificate of each type of lower **fibre count** of cable.
 - 5) The manufacture shall submit the actual test results (of the manufactured cable) against each clause of the GR (and as per the requirement of the latest test schedule applicable to the GR). Mere mentioning the word "**Complied**" may not be accepted.

- 6) The list of the **Raw Materials** used, the make and grade of the raw material and the certificate of source approval issued by CACT or any other recognized laboratory along with the details of the Raw Materials used in the manufacturing of the higher fibre count OF cable for which he is holding valid Evaluation/Testing certificate. Both the raw materials shall be compared and are required to be of same make and grade.

Additional required information from the manufacturer may be sought (regarding manufactured Optical Fibre Cable) and the manufactured cable may be inspected at the manufacturer's premises. After all the above requirements are met, the Evaluation/Testing certificate may be issued to the lower fibre count of the cable, in the respective group, based upon the test results and other details submitted by the manufacturer.

The tariff in each case is fixed as category – II. The first such case may be referred to HQ group for study and any change in the procedure required if any.

The following shall be mentioned in the Remarks column of the Evaluation/Testing certificate while it is issued for the lower fibre count of the cable:

“This certificate is issued on the basis of certificate No. _____ dated _____ for _____ fibre count cables”.

The validity of the certificate for Lower Fibre Count Cables shall be restricted to the validity of Evaluation/Testing certificate of higher fibre count cables.

The above procedure shall be applicable only to the approval of Metal Free Optical Fibre Cables against this specifications and subsequent amendments, if any.

Annexure-I

The following parameters of the component parts of the cable are to be taken in to account while designing and manufacturing the optical fibre cables of the required fibre count. These parameters shall be checked during evaluation of the OF cables.

SN	Parameter	Unit	96 Fibre OF cable
1	FRP Rod EAA Coated	Mm	3.5+0.1/-0.0
2	Tube ID (min)	mm	1.4
3	Tube OD	mm	2.0 ± 0.1
4	No of fibre /tube	No	12
5	Color of fibre		BL,OR,GR,BR, SL WH, RED, BK, YL,V, PK, NAT
6	No of loose tubes	No	8
7	Colour of loose tubes		BL,OR,GR,BR,SL,WH, RD, BK
8	No of dummy cord	No	0
9	Tube stranding lay over length	mm	100-120
10	Inner Sheath Thickness (Min.)	mm	1.2
11	Qty. of Impregnated Glass roving (min.)	Kg	20
12	Outer Sheath Thickness (Min.)	mm	1.6
13	Cable diameter	mm	14.5±0.5
14	Nominal cable weight	Kg/km	175
15	Cable to be designed to Fibre strain value of.	%	0.1
16	Excess fibre length	%	0.70
17	Cable to be tested at defined load for fibre strain value of	%	0.25

Note: The manufacturer shall submit the design calculations which shall be cross checked.

List of Abbreviations

- ASTM - American Society for Testing Materials
AISI - American Iron and Steel Institute
BIS - Bureau of Indian Standards

BSNL	- Bharat Sanchar Nigam Limited
FRP	- Fibre Reinforced Plastic
HDPE	- High Density Polyethylene
IEC	- International Electro Technical Commission
IS	- Indian Standards
ISO	- International Standard Organizations
KV	- Kilo Volt
MFD	- Mode Field Diameter
OF	- Optical Fibre
QA	- Quality Assurance
QM	- Quality Manual
RMS	- Route Mean Square
UV	- Ultra Violet

SECTION VII (PART-I)

BID FORM

Tender Enquiry No MTNL/20-80(459)/2022-MM/2022-23/96F- Metal Free-OFC,

Dated : 04.01.2023

To

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

Dear Sir/Madam,

1. Having examined the conditions of contract and specifications including addenda No.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of ----- days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of **2023**

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION VII (PART-II)

PRICE SCHEDULE FOR INDIGENOUS EQUIPMENT

Sl. No.	Item Description	HSN Code	Quantity(In Kms)	Basic Unit Price CIF-destination /KM inclusive of Freight, Forwarding Packing, insurance and any other incidental charges	Discount offered if any on Basic unit price	Basic Unit Price CIF-destination /KM inclusive of freight, Forwarding Packing, Insurance and any other incidental charges after discount if any	GST Rate		Unit Price inclusive of GST (7)+(9)	Total Price inclusive of GST (4) x (10)	GST Credit Eligible Amount (4) x (9)	Net cost to MTNL excluding GST Credit Eligible Amount (11-12)
							%	Amount (Rs)				
1	2	3	4	5	6	7	8	9	10	11	12	13
1	MTNL Delhi											
1.1	96 F Metal free Optical Fibre Cable with double Sheath (G.652D)		195 KM									
2	MTNL Mumbai											
2.1	96 F Metal free Optical Fibre Cable with double Sheath (G.652D)		140 KM									
	TOTAL (Delhi+ Mumbai)		335 KM									

NOTE:

1. "We hereby certify that HSN code shown in Col. 3 are correct & Input Tax Credit for the amount shown in Col. (8) and (9) above is admissible as per GST Rules".
2. In case the bidder is registered under composite scheme then no GST shall be payable. Bidder should make declaration in bid document with regard to being a

Composition Dealer under GST and fill the amount as “NIL” in the column “GST Credit Eligible” in column 12. The vendor shall mention in the invoice prominently that it is under composition scheme under GST, ACT 2017.

3. The bidder submitting the offer with concessional Goods and Services Tax (GST), shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to MTNL it shall be included in the price of the goods/services and “NIL” amount be mentioned in the column “GST Credit Eligible” in column 12.

SECTION VIII

BID SECURITY FORM

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

THE CONDITIONS of the obligation are :

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

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

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch
Fax No. of Branch

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

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

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

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

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

date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Dated the _____ day of _____

for _____
(Indicate the name of bank)

SECTION-IX-A

ADDITIONAL BANK GUARANTEE BOND

To
MTNL

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 Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions **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 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 **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 the 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(s)' 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 under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We(name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **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 the MTNL that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the _____ day of

for _____
(indicate the name of bank)

Witness:

1.....

2.....

Section-X

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date.....

To,

**DGM (MM)
MTNL CO**

**Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No: _
Name of Tender / Work: -**

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Section-XI

Details of the Bidder

To,
DGM (MM)
MTNL CO

Please find below the details pertaining to our organization for processing the Tender Fee and EMD / Bid Security in the WFMS system:-

- 1) Name of company with Registered address & PIN Code.....
- 2) Mobile No.....
- 3) Name of Contact Person.....
- 4) Type of Bank Account.....
- 5) IFSC Code.....
- 6) MICR Code.....
- 7) Account Number.....
- 8) PAN No.....
- 9) Service Tax Number.....
- 10) Sales Tax Number.....
- 11) GSTIN Number.....

Signature.....
Name

(Authorized Signatory)

Note: The above details are required to be provided on the official letterhead of the bidding company.

Section XII

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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

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

PREPRATION OF BIDS

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

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

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

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

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

SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

ASSISTANCE TO BIDDERS

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

SECTION- XIII

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

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

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

Monitor(of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and

- (i) If comes to know of any unethical or illegal practice in PRINCIPAL.
- (ii) If he makes any payment to any PRINCIPAL Associate

- i. The Bidder(s)/Contractor(s) will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under the PC / IPC / CRPC / IT Act.
- j. Foreign Bidder(s)/Contractor(s) will disclose the name and address of agents and representatives in India and Indian bidders will disclose their foreign principals or associates.
- k. The Bidder(s)/Contractor(s) signing Integrity Pact shall not approach the courts while representing the matters to IEMs and will await the decision of IEMs in the matter.
- l. In case of sub-contacting, the principal / main Bidder/Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractors.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor/Monitors

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notice need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**(For & On behalf of the Principal)
Bidder/Contractor) (Office Seal)**

**(For & On behalf of
(Office Seal)**

Place -----

Date -----

Witness 1:

(Name & Address)_____

Witness 2:

(Name & Address)_____

Annexure-A of Section-XIII

Guidelines of MTNL on Banning of Business Dealings

1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

4. Initiation of Banning / Suspension:

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

5. Suspension of Business Dealings

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

The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MTNL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of MTNL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

- 5.5 For suspension of business dealings with Suppliers of Imported Equipment following shall be the procedure: -
- i) Suspension of the foreign suppliers shall apply through out the Company including Subsidiaries.
 - ii) If gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MTNL to continue to deal with such agency, pending investigation, Unit dealing with agency may send such recommendation on the matter to a Committee consisting of the following:
 1. ED (Operations), C.O.MTNL
 2. ED (Delhi), MTNL
 3. ED (Mumbai), MTNL
 4. Legal Advisor (Corporate Office)

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

- iii) The comments / recommendations of the Committee shall then be placed before MTNL Directors' Committee (MDC). If MDC opines that it is a fit case for suspension, MDC may pass necessary orders which shall be communicated to the supplier of Imported Equipment.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

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

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of MTNL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (MTNL) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (MTNL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (MTNL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (MTNL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

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

7. Banning of Business Dealings

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

proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers.

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

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

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

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

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

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

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

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

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

- iii) The comments / recommendations of the Committee shall be placed before MTNL Directors' Committee (MDC). If MDC opines that it is a fit

case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.

- iv) On receipt of the reply or on expiry of the stipulated period, MDC will consider & award decision on case.
- v) The decision of the MDC shall be communicated to the agency.

8. Show-cause Notice

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defense.
- 8.2 If the Agency requests for inspection of any relevant document in possession of MTNL, necessary facility for inspection of documents may be provided.
- 8.3 The Competent Authority may consider and pass an appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established;
 - b) For banning the business dealing with the Agency.
- 8.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

9. Appeal against the Decision of the Competent Authority

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

10. Review of the Decision by the Competent Authority

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

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

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

SECTION-XIV

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

Dated:

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

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

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

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

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

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

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