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**MAHANAGAR TELEPHONE NIGAM LIMITED**

**TENDER**

**T.E.No: MTNL/20-80(864)/2018-MM/P-P & P-MP MW System Dated 17.10.2018**

**FOR**

**Procurement of Point to Point & Point to Multipoint Microwave System operating in unlicensed frequency band for provision of leased lines etc. in MTNL Delhi & Mumbai on rate contract basis.**

**T.E.No: MTNL/20-80(864)/2018-MM/P-P & P-MP MW System**

**Dated: 17.10.2018**

**Ref: T.E.No: MTNL/20-80(864)/2018-MM/P-P & P-MP MW System Dated 17.10.2018** **for procurement of Point to Point & Point to Multipoint Microwave System operating in unlicensed frequency band for provision of leased lines etc. in MTNL Delhi & Mumbai on rate contract basis.**

Dear Sir,

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

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| --- | --- | --- | --- |
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The tender shall be submitted through e-tendering system on EPS website [**https://www.tcil-india-electronictender.com**](https://www.tcil-india-electronictender.com)**.** The bid / offer complete in all respects as per enclosed documents must be submitted latest by **12.00** Hrs of **22.11.2018.**

Bidders are advised to familiarize themselves adequately with the above mentioned EPS Portal of TCIL, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame. The Special instructions to Bidders for e-Tendering in this regard are given in Section XII of this document.

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 at **12.30** Hrs of **22.11.2018.** The representatives of the bidders may attend the bid opening either online after logging on to **https://www.tcil-india-electronictender.com** or at MTNL premises.

Thanking you,

**Yours faithfully,**

**(Balveer Singh)**

**Dy. General Manager (MM)**

**Encl: Bid Document**

**SECTION –I**

**NOTICE INVITING TENDER**

**Tender for procurement of Point to Point & Point to Multipoint Microwave System operating in the unlicensed frequency band for provision of leased lines etc. in MTNL Delhi & Mumbai on rate contract basis.**

**T.E.No: MTNL/20-80(864)/2018-MM/P-P & P-MP MW System** **Dated 17.10.2018**

**Due date of submission : 22.11.2018 (Upto12:00 Hrs)**

**Due date of opening (Techno- commercial bids) : 22.11.2018 (At 12:30 Hrs)**

1. Mahanagar Telephone Nigam Limited (MTNL) invites open tender **for procurement of Point to Point & Point to Multipoint Microwave System operating in the unlicensed frequency band for provision of leased lines etc. in MTNL Delhi & Mumbai on rate contract basis** as per schedule of requirement (Section-V) of the tender.
2. **e-Tenders** under Two-Bid system (Techno-commercial bid &financial bid) are invited from reputed Vendors fulfilling the qualifying requirements and as per details given below:
3. **BIDDER’S ELIGIBILITY CRITERIA:** Please refer Section-II.
4. Bid security in the form of bank guarantee will be **Rs 3,51,080/- (Rupees Three Lac Fifty One Thousand Eighty only).** The bid security shall be submitted before the scheduled date and time of opening of the bids. A scan copy of the bid security shall be uploaded along with the techno-commercial bid.
5. Intending bidders may download the tender document from the website [**https://www.tcil-india-electroictender.com**](https://www.tcil-india-electroictender.com) by making payment of **Rs 2,360/- (Rupees Two Thousand Three Hundred Sixty only)**(including GST @ 18%) as cost of tender document. The cost of tender document can also be paid in the form of DD/pay order of **Rs 2,360/- drawn in favour of “MTNL” payable at Delhi,** before scheduled date and time of opening of bids.
6. The tender document may be issued to eligible bidders free of cost. Before issue of such documents for free of cost, the bidder needs to submit details of their registration with NSIC for the tendered item along with their approved ‘Monetary limit’. Their eligibility as per the terms and conditions of the tender in question shall also be examined, and if they meet the conditions stipulated, they may be issued the documents free. If the value of procurement is more than their monetary limit, they are not entitled for free tender document.
7. The tender document shall be issued to MSEs (Micro & Small Enterprises) units/bidders registered with MSME free of cost, provided the tendered item is listed in the Registration Certificate of MSME.
8. MTNL will award rate contract to the successful bidder (L-1) whose bid will be found to be technically & commercially responsive with the MTNL requirement. **The initial period of rate contract will be 2 years, further extendable to 1 year at the discretion of MTNL.** The quantities of various items given in the SOR are tentative and the order will be placed by respective MTNL units based on their requirements from time to time.
9. Tender shall be considered for e-reverse auction. E-Reverse Auction would be conducted on Unit/ total package/ net cost to MTNL value for bid evaluation, subsequently after the opening of the Financial-Part. Details guidelines on e-reverse auction are given in **Clause 2(v) of Section-IV.**
10. The tender is covered under the Integrity Pact Programme. The bidders participating in the tender shall sign an MOU with the purchaser as per the MOU document given in Section-X of the tender document. The bidders can send their grievances to the Independent External Monitors on their e-mail or through the nodal officer on the following address:

Sr. Manager (Pers), MTNL, CO

Nodal Officer- Independent External Monitoring Cell (IEMC)

6th Floor, Mahanagar Doorsanchar Sadan

9, CGO Complex, Lodhi Road, New Delhi-110003

Tel. No. 011-24322529

Fax No. 011-24325576, E-Mail: [noiemc@bol.net.in](mailto:noiemc@bol.net.in)

e-mail addresses of IEMs are given below:

|  |  |
| --- | --- |
| 1. | [dhruv6650@gmail.com](mailto:dhruv6650@gmail.com) |
| 2. | [vinod102000@yahoo.co.in](mailto:vinod102000@yahoo.co.in) |
| 3. | [alka.sirohi@gmail.com](mailto:alka.sirohi@gmail.com) |

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

**DGM (MM)**

**SECTION II**

**INSTRUCTIONS TOBIDDERS**

**1. Introduction**

Mahanagar Telephone Nigam Limited (MTNL) is a Government of India owned telecom service provider and is offering telecom services i.e. fixed, wireless and Broadband etc. to its esteemed customers in Delhi and Mumbai. MTNL is on the forefront of technology introduction starting from Electronic Fixed Line Exchange, Mobile Services, IPDSLAM, IP-MPLS, IPTAX, and 3G etc. It is offering full range of telecom services / solutions like Voice, Data, Internet, Broadband, FTTH, VPN and VOIP, IPTV etc. from its vast fixed & mobile networks in its licensed service areas of Delhi & Mumbai.

1. **DEFINITIONS:**
2. “**The** **Purchaser**” means the Mahanagar Telephone Nigam Limited (M.T.N.L.).
3. “**The Bidder**” means the individual or firm who participates in this tender and submits its bid.
4. “**The Supplier**” means the individual or firm supplying the goods/providing services under the contract.
5. “**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.
6. “**Advance Purchase Order (APO)”** means letter indicating the intention of the purchaser to place Purchase Order on the bidder.
7. “**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.
8. “**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.
9. “**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.
10. “**Contract Date**” means the date on which the Contract comes into effect.
11. **“Certificate of Acceptance**” means the certificate issued by MTNL to the Contractor upon completion of the acceptance tests of the Equipment/works.
12. **“Progress Report”** means the reports prepared by the contractor containing details of the progress and implementation of the project as required by MTNL.
13. **“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.
14. “**Variation Orders**” means a written agreement entered between the parties varying the items mentioned in the Schedule of Prices.
15. **“Works**” means the jobs undertaken by the Contractor in order to complete the tasks falling within the scope of the Contract.
16. “**Commissioning**” means successful completion of acceptance testing procedures as may be prescribed by MTNL and three (3) days of trial operation (Stabilization Period), thereafter.
17. **ELIGIBILITY CRITERIA**:
    1. The bidder should be an Original Equipment Manufacturer (OEM) of the Point to Point & Point to Multipoint Microwave System etc. or its Indian subsidiary duly authorized by the OEM to submit the bid on their behalf.

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# OR

The Bidder should be an Indian registered Company duly authorized by the OEM of the Point to Point & Point to Multipoint Microwave System etc. specified in the tender, to submit the bid on its behalf. In case the bid is being submitted by Indian registered company authorized by the OEM, the MOU between the OEM and the Indian registered company should be submitted along with the bid. In this case, Bidder shall submit a joint undertaking along with the bid stating that “both bidder as well as OEM of supplied equipments shall be jointly and severally bound by the terms & conditions of this tender.

* 1. The bidder / OEM must have experience of successful supply and installation of at least **20** Point to Point Microwave systems & **50** Point to Multipoint Microwave Systemcumulatively in different networks in India or abroad. These terminals should be in commercial operations for at least one year as on the date of bid submission. The necessary certificates issued by operators in whose network the equipment is working satisfactorily should be submitted along with the bid.
  2. The bidder should have a minimum turnover of **Rs. 52,66,200/-** in each of the last two financial years i.e. 2015-16 & 2016-17. The bidder shall submit audited balance sheets / annual reports in support of turnover. In case audited balance sheet for the year 2016-17 is not available, the turnover of previous year i.e. 2014-15 will also be considered for meeting the eligibility criteria of this clause. Further, in case the bidder is Indian subsidiary of foreign OEM of the tendered items, for the purpose of eligibility criteria on financial strength, turnover of the OEM will also be considered.
  3. The bidder or its parent company must have infrastructure for Technical Support of ordered equipment in Delhi/NCR & Mumbai. In case the bidder is not having Technical support center in Delhi/NCR & Mumbai, the Bidder shall set up at least one Technical Support Centre in Delhi/NCR & Mumbai within 3 months from the issue of Purchase Order. An undertaking in this regard should be submitted along with the bid.

1. **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.

1. **BID DOCUMENTS:**
   1. The goods and services required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes the following:

|  |  |  |
| --- | --- | --- |
| **S.No.** | **TITLE** | **Section No.** |
| 1 | Notice Inviting Tender (NIT) | Section–I |
| 2 | Instructions to bidders | Section–II |
| 3 | General Conditions of Contract | Section– III |
| 4 | Special Conditions of Contract | Section–IV |
| 5 | Schedule of Requirements | Section– V |
| 6 | Technical Specifications | Section –VI |
| 7 | Bid Form & Price Schedules | Section–VII |
| 8 | Performa for Bid Security | Section– VIII |
| 9 | Performa for Performance Bank Guarantee | Section– IX |
| 10 | Performa for Additional Bank Guarantee | Section– IX-A |
| 11 | Integrity Pact | Section-X |
| 12 | Special instructions to Bidders for e-Tendering | Section– XI |
| 13 | Security Agreement | Section– XII |

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

1. **CLARIFICATION OF BID DOCUMENTS**
   1. A prospective bidder, requiring any clarification on the Bid Document shall notify the Purchaser on line using the e-procurement site. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest **by 03.11.2018.** The query (without identifying the source) and clarifications by the Purchaser shall be posted on e-procurement site **https://www.tcil-india-electronictender.com** for information of all the prospective bidders.
   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 the relevant clauses of the bid documents.
   3. The bidders are required to keep a watch on the TCIL’s e-procurement site **https://www.tcil-india-electronictender.com** w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders till a day prior to submission / 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.

* 1. The commercial and technical requirements of the tender are subject to revision depending upon the requirement of MTNL. The prospective bidders are required to keep a watch on TCIL’s e-procurement portal for any such revision.
  2. Pre-bid conference, if required, shall be held and the minutes circulated. The commercial and technical requirements of the tender are subject to revision depending upon the outcome of Pre-Bid conference. The prospective bidders are required to keep a watch on TCIL’s e-procurement portal for any such revision.

1. **AMENDMENT TO BID DOCUMENTS**
   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.
   2. The amendments shall be displayed on TCIL’s e-procurement site <https://www.tcil-india-electronictender.com> and these amendments will be binding on all bidders.
   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.
2. **PREPARATION OF BIDS**

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

* 1. **Language of Bid:**

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

* 1. **DOCUMENTS COMPRISING THE BID**

The following documents are required to be submitted along with the Bid. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for summarily rejection of his bid.

Documentary evidence to establish the eligibility in accordance with Clause-3 and Clause 11 indicating that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

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

Clause by Clause compliance or Deviation / exception statement as per Clause-12.3(d), Section II.

A bid form and bid price completed in accordance with Clause-9 & 10, Section II.

A copy of price schedule (Section VII) with all relevant tables duly filled indicating the quantity of each item **with price column left blank** must be enclosed with Techno-Commercial bid.

Any other relevant information(s) / document(s) considered necessary for successful implementation of the proposed scope of work & for meeting the eligibility.

**Certificates to be submitted in support of eligibility conditions as per Clause 3, Section-II of tender document:**

* + 1. Audited Annual reports / Balance sheets for Years 2015-16 and 2016-17.
    2. **Experience Certificate**: The experience certificate shall be submitted as per the following format:
* Experience Certificate must be issued by Service Provider/Operator only.
* Certificate should be on the official letter head of the Company containing registered office address of the company.
* Certificate should indicate the date of issue.
* Certificate should contain name and designation of the signatory.
* Certificate should contain Contact Telephone Number / Fax Number / official e-mail id of the signatory.
* Certificate should clearly indicate the model and version No. of equipment (hardware) and name and version of software(s) used.
* Date of supply & commissioning of system and period of operation should be mentioned.
* Experience certificate issued by a Bidder, Product vendor (OEM/OD), or any other third party shall not be considered.
* Press release, website information, Copy of purchase order shall not be considered.
* All certificates should be valid on the date of submission of the bid. No new certificate will be considered after date of submission of the bid.

**9.0 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.

**10.0 BID PRICES**

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

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

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

**10.3** 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.

**10.4** “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.

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

**(b)** The goods may be shipped in the name of MTNL. The vendor shall be responsible for custom clearance, insurance and transportation till the commissioning and handing over of the system to MTNL etc. on behalf of MTNL, including payment of custom duty, insurance, freight and other charges, if any. MTNL will issue necessary letter of authorization, if required, for the purpose of claiming concessional custom duty as per 9.5(a) whenever applicable.

**10.6** 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.

**11.0 DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY & QUALIFICATION**

**11.1** 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.

1. Certificate of incorporation.
2. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
3. Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
4. Approval from Reserve Bank of India /SIA in case of foreign collaboration.
5. Latest and valid NSIC Certificate duly certified by NSIC, if applicable.
6. Inspection Certificate issued by BSNL (QA)/MTNL/ Central Govt. Department/ CPSU for execution of Educational/Commercial Order.
7. Valid PAN.
8. 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.
9. A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities.
10. 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.
11. 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 lakhs 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.
12. Documents/ Undertaking in support of meeting the various technical requirements as per **Section-VI** of the tender document, wherever applicable.

**11.2** **(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.

**11.3** In order to enable the Purchaser to assess the provenness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

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

**11.5** For small-scale units to qualify for the concessions, the units are required to submit monthly turnover in support to their claim for meeting the delivery schedule duly certified by NSIC. This is required to ensure that MTNL is not put to disadvantage in allowing concessions to such unit who do not have adequate financial capacity to perform the contract under the tender.

**11.6** To establish eligibility, the bidder must provide certificates from the operator(s) in whose network Point to Point & Point to Multipoint Microwave Systems, are working. These certificates must have the following format:

1. Name of the organization and country
2. Quantity of Point to Point & Point to Multipoint Microwave Systems supplied by the bidder.
3. Date of commercialization of Point to Point & Point to Multipoint Microwave Systems supplied by the bidder
4. Make, model and version number of the equipment supplied and working commercially.
5. Statement by the service provider that the Point to Point & Point to Multipoint Microwave Systems supplied by the bidder are working satisfactorily in their network.
6. The certificate shall also have feedback regarding after-sale service from their customers.
7. The above certificates must be signed by senior executive/authorized signatory of the organization clearly indicating his/her name, designation, contact details such as telephone number, fax number, email-id etc.

**12.0 DOCUMENTS ESTABLISHING GOOD’S CONFORMITY TO BID DOCUMENTS**

* 1. Pursuant to Clause 8.2 the bidder shall furnish as part of his bid, documents establishing the conformity of Bid Documents to all goods and services which the bidder proposes to supply under the contract, by clearly indicating **‘complied’** or **‘not complied’** or Roadmap/under development feature as per clause 12.3(d) below. No ambiguity in compliance should be there in the bids..
  2. The documentary evidence of the ‘goods and services’ shall be to the purchaser’s satisfaction and the bidder shall state that they will comply with all conditions specified in technical specs and other conditions of this tender.
  3. The documentary evidence of the goods and services in conformity to the Bidding document may be in the form of literature, drawings and data. It may comprise of **:-**
     1. A detailed description of the goods with essential technical and performance characteristics, sketches, drawings / circuit diagram, physical and technical parameters for all equipments offered including constituents of set of maintenance spares.
     2. A list, giving full particulars including available sources and current prices, of all spare parts, special tools, etc. which are necessary for the proper and continuous functioning of the goods.
     3. Detailed project implementation plan/schedule covering all the activities of the work and Bar/Pert Chart.

## The compliance of techno-commercial eligibility of the terms, conditions and technical specification is sought through the following procedure:

* + - 1. The Bidder shall demonstrate substantive responsiveness to the Purchaser's technical specifications and commercial terms and conditions through a process of establishing non-material deviation/exceptions, equipment dimensioning and solution and product documentation. The Bidder shall furnish an undertaking to the effect that it complies fully with requirements of the all the clauses, including those of the sub-clauses, if any, of the technical specifications and commercial terms and conditions of the Tender except those specifically listed in the deviation/exception statement.
      2. The Bidder shall submit a deviation/exception statement clearly bringing out the extent its offer deviates/excludes from the requirements of the Purchaser's technical specifications and commercial terms and conditions. The deviations/exceptions shall be classified under three categories. A list of such clauses detailing the extent of deviation/exception shall be submitted as under:
         * **List-1:** Clauses that are partially complied together with the extent of deviation. Timelines, if any, for full compliance may also be indicated.
         * **List-2:** Clauses that are not complied presently, but are in the roadmap/under development and are proposed to be complied subsequently. Commitment by way of clear timelines shall be specified.
         * **List-3:** Clauses that are not complied.
      3. The deviations/exceptions indicated in the above lists shall be dealt as per the terms and conditions of the Tender.
      4. The Bidder shall examine each and every clause including the sub- clauses, if any, of the technical specification and commercial terms and conditions of the Tender and shall evaluate its offer before reflecting the extent of non-compliance in the deviation/exception statement. The Bidder is required to comply with the technical specification, commercial terms and conditions of the Tender Document without any material deviation/exception.
      5. The Bidder shall also furnish a statement containing the clauses of the specifications against which specific value(s) for certain parameter(s) are to be furnished indicating the actual value(s) of the parameter(s).
  1. For the purpose of compliance to be furnished, pursuant to clause 12.3 above, the bidder shall note that the standard for workmanship, material and equipment and reference to brand names or catalogue number, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The bidders may substitute alternative brand name and/or catalogue numbers in their bid, provided, that they demonstrate to the purchaser’s satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications and give as reference, the names of organizations or operating companies using similar equipment in the public telecom network.

**13. BID SECURITY**

* 1. Pursuant to clause 8, the bidder shall furnish, as part of his bid, a bid security for an amount of **Rs 3,51,080/- (Rupees Three Lac Fifty One Thousand Eighty only).** The Bid Security should be valid for a period of 180 days from the date of bid opening. (For details of returns/adjustments/forfeiting, refer to clause 13.5, 13.6 and 13.7 below). The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as “NO LIMIT”, “WITHOUT LIMIT” or ‘MORE THAN Rs. 50 Lakhs”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. For details of return/adjustment and forfeiting refer to clause 13.5, 13.6 and 13.7 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:-**

* + 1. A proof regarding current registration for the tendered items will have to be attached alongwith the bid.
    2. The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

The scanned copy of the bank guarantee for bid security and NSIC/MSME certificate shall be enclosed by the bidder in its bid and original copy of bank guarantee shall be submitted to DGM (MM), MTNL Corporate Office, Room No. 5304, Mahanagar Door Sanchar Sadan, 9 CGO Complex Lodhi, New Delhi – 110003, before scheduled date and time of opening of the bids.

**13.2** 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 13.7**.

**13.3** The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favor of the purchaser, **valid for a period of 180 days** from the date of tender opening.

**13.4** The bid not secured in accordance with para 13.1 & 13.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

**13.5** The bid security of the unsuccessful bidder will be returned as promptly as possible, but not later than 45 days after the placement of firm Purchase Order by the purchaser or on expiry of the Bid-validity pursuant to clause 14 whichever is earlier.

**13.6** The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the advance purchase order satisfactorily in accordance with clause 29 and furnishing the performance security.

**13.7 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 29 or

(ii) To furnish performance security in accordance with clause 4 of Section-III.

(c) In both the above cases, i.e. 13.7 (a) & (b), the bidder will not be eligible to participate in the MTNL tender for same item 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.

**14. PERIOD OF VALIDITY OF BIDS**

**14.1** Bid shall remain valid for **150 days** from the date of opening of bids prescribed by the purchaser pursuant to clause 17.2. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

**14.2** 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 13 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.

**15. FORMATS AND SIGNING OF BID**

The Bid shall be typed or printed, numbered sequentially and shall be 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 Door Sanchar Sadan, 5th Floor, 9 CGO Complex Lodhi Road, New Delhi -110003.

**16. PROCEDURE FOR SUBMISSION OF BIDS**

Bidders are required to familiarize themselves well in advance with e-procurement system and on line bidding procedure. Bidders are advised to upload their bid well in time to avoid last minute problem/error/mistake etc. In case of any problem in uploading of bid on web-portal, the persons as mentioned in Section-XI may be contacted during business hours on working days.

**17.0 SEALING AND MARKING OF BID**

**17.1** 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.

**17.2** **Tender Opening:** Tender will be opened online by the designated tender opening committee of MTNL on the scheduled 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 e-procurement portal of TCIL or at MTNL premise.

**18. DEADLINE FOR SUBMISSION OF BIDS**

* 1. Bids must be submitted on line on e-procurement portal of TCIL’s e-procurement site <https://www.tcil-india-electronictender.com> within specified scheduled date and time.
  2. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause-7 in which case all rights and obligations of the purchaser and bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.
  3. The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.
  4. Bidders are requested to submit hard copies in originals of following documents before closing date & time.

1. Bid Security
2. Pass Phrase
3. Power of Attorney
4. Cost of tender document in DD / Pay order form

**19. 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.

**20. MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

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

**21. BID OPENING**

**21.1** The purchaser shall open bids at **12:30 Hrs** on due date. The bidder’s representatives (maximum two) who choose to be physically present at MTNL premises (Room No. 5304 Mahanagar Door Sanchar Sadan, 5th Floor, 9 CGO Complex Lodhi Road, New Delhi -110003) shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

**21.2** If the date fixed for opening of bids, is subsequently declared as holiday by MTNL / Govt. of India, a revised date of opening will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**21.3** 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

**22. CLARIFICATION OF BIDS**

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

**23. PRELIMINARY EVALUATION**

* 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.
     1. If the sum of components of the unit price adds up to an amount different from the quoted unit price, still the quoted unit price will be taken into account for evaluation. However, lower of the two prices i.e., quoted unit price or sum of the components of unit price shall be considered for ordering.
     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.
  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.**
  3. Prior to the detailed evaluation pursuant to **clause 24** below, 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.
  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.
  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 affect the relative ranking of any bidder.
  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.

**24. EVALUATION OF TECHNO-COMMERCIAL BIDS:**

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

* 1. Capability of the bidding company to undertake the project in terms of its

1. Technical expertise
2. Financial strength

**(ii)** Experience of the bidding company in undertaking similar projects in India and / or abroad. Customer’s satisfactory performance certificates shall be attached.

1. Performance report of the system/equipments supplied by the bidding company.
2. Support given by the bidders company in operation and maintenance of the systems supplied by them.

**(iii)** Bidding company's commitment, ability and promptness to support maintenance of the system including supply of spares.

**(iv)** Strength of the bidder to give maintenance support on long term basis.

**(v)** Ability and willingness to train MTNL personnel to operate the system and perform first line maintenance.

**24.2** The details of financial strength and experience of the bidders shall be examined to determine whether the bidders meet the qualification in accordance with the criteria specified in Clauses 3& 11 above.

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

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

1. **OPENING & EVALUATION OF PRICE BIDS**
   1. The price bid of the technically and commercially acceptable bidders will be opened in the presence of bidder's representative(s) who choose to attend on the date and time of opening of price Bid.
   2. The bidder's name and bidder’s quoted net cost to MTNL excluding GST credit – eligible amount (as given in price schedule of section-VII Part-II of the bid document) shall be announced at the time of opening of price bids.
   3. Evaluation of the price bids and ranking of the bidders shall be based on the net cost to MTNL excluding GST credit – eligible amount of goods ( as given in price schedule of section-VII Part-II of the bid document) on the basis of the following criteria:
   4. **Price of Goods**.
   5. **Cost of AMC**-Net Present Value of cost of AMC for 5 years as per Table- 4 of Section-VII (Part-II). For arriving at Net Present Value (NPV), the AMC charges quoted by the bidders for 1st year, 2nd year, 3rd year, 4th year & 5th year, shall be discounted @ 10% per annum for two years, three years, four years, Five years & Six years respectively.
   6. **Price of Spares for all network elements.**
   7. Price of each bidder will be arrived at, in which all the above elements mentioned in (a) to (c) of 25.4 shall be included. Any discounts, which have been taken by vendors in their price quotes & calculation, will be suitably factored into by the purchaser while arriving at price for each year.
   8. The final price so evaluated for each bidder shall be ranked in ascending order and preference shall be given to lowest figure.

**26**.**0** **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

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

**26.2** 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).

1. **CONTACTING THE PURCHASER** 
   1. Subject to **clause 22**, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by MTNL, the bidder’s tender may be cancelled.
   2. Any effort by a bidder to modify his bid or influence the Purchaser, in the Purchaser’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.
2. **AWARD OF CONTRACT: PLACEMENT OF ORDER**

The Purchaser shall award of rate contract and placement of orders for commercial supplies only on the eligible bidder whose offer has been found to be technically, commercially and financially acceptable. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

1. **AWARD CRITERIA:**

Subject to clause 28 above, the purchaser will award rate contract to only one successful bidder for Delhi & Mumbai, whose bid has been determined to be substantially responsive, technically and commercially acceptable and has been determined as the lowest evaluated price bid provided further that bidder is determined by the purchaser to be fully qualified to perform the contract satisfactorily.

**30.0 PURCHASER’S RIGHTTO VARY QUANTITIES**

* 1. MTNL will have the right to increase or decrease up to 50% of the value 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)** 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 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/commercialization of the project(date of acceptance of APO of the items procured in case where no installation, commissioning is involved) 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.

**(c)** Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project(date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

**Explanation:** For the purpose of Clause (b) & (c) above date of commissioning/ commercialization of the project shall be taken as date on which the commercial utilization of the equipment is started by MTNL for provisioning of services to subscribers

**31.0 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.

**32.0 NOTIFICATION OF AWARD / ISSUE OF ADVANCE PURCHASE ORDER**

**32.1** The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into rate contract with the bidder.

**32.2** The bidder shall **within 14 days of issue of the advance purchase order**, give his acceptance along with performance security in conformity with **section IX** provided with the bid document.

**32.3** The Rate contract shall be issued after the acceptance of APO and submission of required PBG.

**32.4** The period of validity of Rate Contract will be 48 months from the date of its issuance.

**33.0 SIGNING OF CONTRACT**

**33.1** The Purchase Order will be issued by field units based on Rate Contract (finalized after issuance of APO) and after successful completion of validation of equipment. Field Units will issue PO as per their ready requirements which may vary from the requirements given in the SOR.

**33.2** The issue of Purchase order shall constitute the award of rate contract on the bidder.

**33.3** Upon the successful bidder furnishing performance security, the Purchaser shall discharge the bid security in pursuant to clause 12.

**34.0 ANNULMENT OF LETTER OF INTENT / APO**

Failure of the successful bidder to comply with the requirement of clause 33 shall constitute sufficient ground for the annulment of the award and 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 / fresh bids.

**35.0 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.

**36.0** 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 them shall result in outright rejection of the bid.

* 1. **Clauses 13.1, 13.3 & 14.1 of Section II:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 13.1 & 13.3 and bid validity is less than the period prescribed in Clause 14.1 mentioned above.
  2. **Clause 3 & 11 of Section II**: If the eligibility condition as per clause 3 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 11 of section II are not enclosed, the bids will be rejected without further evaluation.
  3. **Clause 12.3 (d) of Section II:** If clause-by-clause compliance or ‘Nil’ deviation / Exception certificate as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
  4. **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.
  5. **Section VII Price Schedule**: Prices are not filled in as prescribed in price schedule.
  6. **Section II clause 9.5 on discount, which is reproduced below:**

“Discount, if any, offered by the bidder shall not be considered unless specifically

indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

* 1. Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 33(i), 33(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.

**37.** 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.

**38.** Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

**39.** **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 as per below:**

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

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**SECTION - III**

**GENERALCONDITIONS OFCONTRACT**

**APPLICATION:**

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

**STANDARDS:**

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

**PATENT RIGHTS:**

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

**PERFORMANCE SECURITY:**

**4.1** The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser. The suppliers (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of performance security up to the amount equal to their monetary limit. In case of suppliers having monetary limit as “NO LIMIT”, ”WITHOUT LIMIT” or “MORE THAN Rs. 50 LAKHS”, the exemption will be limited to Rs.50,00,000/- (Rs. Fifty Lakh) only as per existing policy of MTNL. A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.

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

In case of adjustment of any amount from performance security with respect to supplier’s failure in performance of contractor or deficiency in performance of contract then, Supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a invoice / debit note to vendor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

**4.3** The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in Sction ‘IX’ of this Bid document.

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

**ACCEPTANCE PROCEDURE /INSPECTIONS AND TESTS:**

**5.1** The purchaser or his representative/BSNL, QA, shall have the right to inspect and test the services for their conformity to the Specifications. The test schedule will be mutually decided between supplier & MTNL. In case the purchaser decides to conduct such tests on the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Number of personnel to be deputed for the purpose of inspection, testing etc., shall be decided by MTNL and the costs such as air ticket, lodging and local transportation, daily allowances etc. is to be borne by the MTNL. Other expenses relating to such inspection testing will be to Contractor's Account.

**5.2** Should any inspected or tested services fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected services or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

**5.3** Notwithstanding the pre-supply tests and inspections prescribed in Clause 5.1 to 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 are found defective, the same shall be replaced free of all costs to the purchaser at site as laid down in clause 5.4 below, within such time so as not to delay the project commissioning.

**5.4** If any equipment or any part thereof, before it is taken over as per clause 5.5 below, be defective or fails to fulfill the requirements of the contract, the inspector shall give the supplier notice setting forth details of such defects or failure and the supplier, shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding two weeks of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the Purchaser reserves the right to reject and replace at the cost of the supplier the whole or any portion of the equipment as the case may be. Also any additional cost arising due to such delay shall be borne by the contractor. This shall also include the cost of extra stay of inspection team etc. The cost of any replacement made by the purchaser or additional cost referred above shall be deducted from the amount payable by the supplier.

**5.5** When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a **Taking over Certificate (TOC)**. 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.

**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 authority shall be MTNL as per clause 5.1 above or any other agency authorized by MTNL.

**5.9 Payment to BSNL QA for testing of equipment:**

1. If the QA testing is carried out by BSNL QA, then the supplier 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.
2. The supplier shall submit the above receipt in original to MTNL for reimbursement of the payment after the equipment has been delivered to MTNL.

**DELIVERYAND DOCUMENTS**:

**6.1** Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the purchaser in the Special Conditions. The goods shall remain at the risk and responsibility of the supplier until commissioning in each city has been completed.

**6.2** The delivery of the equipment/ services shall commence as specified and be completed within time schedule specified in Special Conditions and this along with completion of the turn key project for the city as per schedule shall be essence of the contract.

**6.3** MTNL shall be allowed to reproduce strictly for its own use as per requirements handbooks and drawings of the equipments for training, installation and maintenance requirements. Handbooks shall be written in a clear and precise form in the English language to ensure efficient installation, testing and maintenance of all Equipment / system supplied. Standard instruction manuals and handbooks shall also be supplied by the contractor.

**DESIGN:**

* 1. The contractor shall be solely responsible for the correct design of the equipment and system offered. If subsequent modification or changes of equipment or system configuration or software are necessary for the supplied equipment or system to function in accordance with the Technical specifications / requirements, The contractor shall bear all the additional cost involved in modifying the equipment, if required at any stage after procurement/up-gradation/swapping/ replacement ( as the case may be).
  2. The contractor shall not without prior consultation with MTNL, change the basic design and construction of the equipments. MTNL reserves the right during the contract period to ask the contractor for introduction of the latest technology from time to time whenever considered necessary and the contractor shall fulfill such request from MTNL.
  3. Make and model number of the equipment quoted in the bid will not be changed after award of purchase order to the bidder.

**SUPPLY, INSTALLATION, TESTING, INTEGRATION, COMMISSIONING, ONLINE SUPPORT & MAINTENANCE SUPPORT:**

* 1. **Suppy, Installation, Testing, Integration & Commissioning:**
  2. Successful bidder(s) shall have to arrange Supply, Installation, Testing, Integration & Commissioning of the supplied equipment with MTNL network at Delhi & Mumbai. For this purpose, the vendor shall quote their rates as per Table (3), Section VII Part-II.

**SPARES:**

**9.1** The vendor shall quote his prices of complete equipment as per Price Schedule keeping in view the free supply of all spares {**including 2% of total quantity of each type of card offered in each equipmen**t (rounded to next higher integer value) or as recommended by the bidder, whichever is higher} for **one year** during warranty. For this purpose, the vendor shall submit a detailed list in the tender itself. These spares shall be supplied along with main equipment. A certificate to ensure that these spares shall be sufficient for maintenance during the warranty period, shall have to be given by the supplier and any additional spares or any additional quantities of above mentioned spares, if required, shall be supplied free of cost. These spares will not be paid for separately .These spares shall be stored separately at MTNL Delhi & Mumbai. These spares shall also be used during AMC and shall be retained by MTNL at the end of warranty, in case MTNL doesn’t opt for AMC, or at the end of AMC.

**9.2** In addition to spares mentioned in clause 9.1 above, the bidder shall separately submit a detailed list of all spares along with their individual unit prices in Table-5 of Section VII (Part-II). The quantity of these spares shall be the same as given in clause 9.1 above. The Unit prices may be quoted to ensure that all the spares have been included in the list. ***The bidder shall certify that any spares, not included in the list and required subsequently shall be supplied free of cost***. These spares may be purchased by MTNL as per its requirement in case the AMC is discontinued/ terminated or MTNL may purchase them after the warranty/AMC period.

**9.3** **(a)** Bidder shall ensure the availability of these spares for at least 9 years after successful completion of warranty period.

**(b)** **In the event of termination of production of the spare parts:**

* + - 1. Advance notification to the purchaser of pending termination (not less than 2 years) in sufficient time to permit the purchaser to procure needed requirement; and

**(ii)** Following such advance intimation of termination, furnishing at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

**WARRANTY**

* 1. The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quality of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty. The warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date; **one year** after the equipments have been taken over. Warranty shall also include replacement of faulty software.
  2. The period of Warranty for all the equipments supplied against this tender as per schedule of requirement (including spares) shall be **One (1) year** from the date the supplied equipments has been taken over by the purchaser or from the date it has been put into commercial use, whichever is earlier.
  3. If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned warranty period. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor’s risk and expenses, but without prejudice to any other rights, which the purchaser may have against the contractor in respect of such defects.
  4. Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
  5. During warranty period, the bidder(s) shall replace the faulty equipments and restore the services within 4 Hrs of reporting. During Warranty, vendor shall be responsible to upgrade the software (if required) to latest version without any extra cost to MTNL.
  6. As a part of fulfilling its warranty obligations, at any given point of time the Bidder will ensure availability of ***minimum 2%*** of the supplied quantity of each type equipment / Cards at all the times as spare at MTNL designated locations. After completion of warranty the 2% spares will be handed over to MTNL. Bidder has to quote the itemwise price for these cards / equipments / spares in the price schedule. The same price will be applicable for the purchase of these items at any time during the tenure of the contract .***The Bidder will have at least one support center in Delhi / NCR* & Mumbai*.*** The bidder shall also be responsible for collection of faulty & delivery of its replacement equipments from / to a designated person/center within three days of intimation without any additional costs to MTNL.
  7. The supplier shall furnish the names, locations, complete postal address, Telephone numbers, FAX numbers and E-Mail address of all Technical support center(s). The SUPPLIER shall also provide the name of alternate contact person or Technical Support centre with address & telephone / FAX no. which may be contacted by MTNL staff for support. Any change in Address, Phone number, FAX Number etc. shall have to be intimated in writing by the SUPPLIER to the concerned In charge of the MTNL unit as well as the concerned head of unit and MTNL Corporate Office at the earliest

**PAYMENT TERMS :**

**11.1**

**(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) valid for 9 months. Accordingly, the purchaser would make the net payment of gross invoice value reduced by the security deposit alonwith 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, integration 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 provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of Twelve 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 clauses 11.1(i) mentioned above.

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

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

**(ii)** Delivery Challan

**(iii)** Supplier certificate for dispatch

**(iv)** Inspection Certificate of QA (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.

**11.3**

**(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 and duly reflected in MTNL account on GSTN portal.

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

**11.4** **Payment terms for Services:**

1. 80% cost of Services (along with GST on 100% invoice value) will be released from security deposit after deducting any penalty, L.D. or other claim of MTNL on successful integration of the ordered equipments in the MTNL network.
2. 20% cost of Services (excluding GST) will be released from security deposit (after deducting any penalty, L.D. or other claim of MTNL) after successful completion of their AT/VT and closure of all pending AT/VT points as per due procedure.

**11.5** The AMC payment shall be invoiced quarterly in arrears and payments (including GST) shall be released subject to successful execution of work under the AMC Agreement **(as per Annexure-I of Section-IV)**

**PRICES:**

**12.1 (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.

* + 1. 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.

1. **(a)** Prices mentioned in Col. 13 of Table-I & Col.15 of Table-2 of the Price Schedule in Section-VII Part-II of the Bid Document once fixed will remain valid during the scheduled delivery period. Increase and decrease of non- Creditable Taxes will not affect the price during this period. The revision of Creditable Taxes (both increase & decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.
2. 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.

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

* 1. 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
  2. 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
  3. 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)..

**CHANGE IN ORDERS:**

* 1. The purchaser may, at any time, by a written order given to the 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 furnished 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.

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* 1. If any such change causes an increase or decrease in the cost 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 receipt of the change in order.

**SUB-CONTRACTS:**

* 1. The bidder/the supplier cannot assign/transfer and sub-contract its interests/obligations under the contract without the prior written permission of the purchaser.
  2. The supplier shall notify the Purchaser in writing of all sub contracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract..

**DELAYS IN THE SUPPLIER’S PERFORMANCE**

* 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.
  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.
  3. **(a)** If at any time during the performance of the contract, the supplier encounters condition impending 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, undertaking as per **Clause 25 of 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 1 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 bandwidth is supplied.

* 1. If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

**PROGRESS REPORT**

The contractor shall, at its own costs, compile, prepare and submit on time, periodical progress reports (monthly or as required by MTNL) on the progress of delivery implementation or both, whichever applicable, financial status as well as physical progress of all purchase orders issued by MTNL.

**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.

**17.1** 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 **17.2** below.

**17.2** While granting extension of delivery period as per clause 15, the liquidated damages shall be levied as follows:

* + 1. **(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.

1. Provisions contained in clause **17.2(a)(i)** shall not be applicable for durations (periods) which attract L.D. against clause **17.2(a)(ii)** above.
   * 1. 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.
     2. 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.
     3. 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.
     4. 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).
     5. 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
     6. 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 **17.2** above.

**17.3** 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.

**17.4.1** 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.

**17.4.2** 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.

**FORCE MAJEURE:**

* 1. If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the MTNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.
  2. Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

**TERMINATION FOR DEFAULT:**

* 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.
  2. If the supplier fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 15.**
  3. If the supplier fails to perform any obligation(s) under the Contract; and
  4. If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
  5. In case of security breach**.**
  6. In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 19.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the supplier and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against his any dues under the contract or any previous contract.

1. **TERMINATION FOR INSOLVENCY:**

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

1. **DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION**
   1. The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations.
   2. However, If, after thirty (30) days from the commencement of ·such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:
2. Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs.20 crores, there shall be three Arbitrators.
3. For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt of India or above.
4. For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.
5. For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.
6. The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/ Mumbai only.
7. In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
8. The Arbitration proceedings shall be in English language.
9. The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
10. No person other than the Empaneled Arbitrators of MTNL, shall be appointed as an Arbitrator to adjudicate the dispute.
    1. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD(Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in **DPE OM No. 4(1)/ 2013-DPE (GM)/ FTS-1835 dated 22-05-2018 , dated 04.07.2018 and dated 11.07.2018.**
11. **SETOFF:**

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.

1. 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 unit / Tech. & Plg. unit of MTNL Corporate Office.
2. The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and Customs law offered in this tender. The technical literatures of the products should also be submitted.
3. **Fall Clause**
   1. The prices will be governed as per provisions in Clause 12.1 of Section III. Further, if at any time during the contract;
4. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;

**And/Or**

1. 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.

* 1. **(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 25.2 (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.

**26. GST Invoice:**

**Tax Invoice terms:**

1. 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.
2. Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
3. 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.
4. It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
5. 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.
6. MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
7. 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
8. 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.
9. 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.
10. “It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL”

**27. GST compliances**

1. 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.
2. 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:
3. Uploading appropriate invoice details on the GSTN within the stipulated time;
4. Issuing GST compliant invoice / CN/ DN.  PO issued by MTNL should be referred by supplier for capturing information on the invoice.
5. Supplier needs to pay the entire self-assessed tax on timely basis.
6. 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.
7. 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.
8. 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.
9. A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then indemnity clause 27 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

**28. 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.

**29. 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.

**30. 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.

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**SECTION IV –A**

**SPECIAL CONDITIONS OF CONTRACT**

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

**2 (i)** The bank guarantee for bid security as prescribed in clauses 13.1 & 13.3 of Section II of the bid document shall be submitted to DGM (MM) MTNL CO before the scheduled 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.

1. 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.
2. 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 e-procurement system of TCIL, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.
3. In case at any stage, if it is found that the document in support of qualification to tender conditions is forged or tampered with or manipulated to take undue advantage, then the concerned bidder shall be liable for forfeiture of Bid Security or Performance Security and/or debarring/ blacklisting from participation in any of the tenders of MTNL for at least one year.
4. **E-Reverse Auction:**

## Tender shall be considered for e-reverse auction. E-Reverse Auction would be conducted on Unit/ total package/ net cost to MTNL value for bid evaluation, subsequently after the opening of the Financial-Part. The bidder evaluated highest in the financial evaluation shall not be allowed to participate in the e-reverse auction, subject to:

More than 3 bidders are found Techno-Commercial responsive. However, such bidder(s) shall be considered for the casting of an inter-se ranking for award of the work. In case of MSE bidder(s) , if the bidder(s) happened to be highest bidder but falls within the price band of L1+15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction.

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

|  |  |  |
| --- | --- | --- |
| S. No. | Parameter | Value |
| 1 | Date and Time of Reverse-Auction Bidding Event | Will be intimated to Technically Responsive bidders after the opening of Financial-part. |
| 2 | Duration of Reverse-Auction Bidding Event | 2 Hours |
| 3 | Automatic extension of the ‘Reverse-Auction Closing Time’, if last bid received is within a ‘Pre-defined Time-Duration’ before the ‘Reverse-Auction Closing Time’ | Yes |
| 3.1 | Pre-defined Time-Duration | 05 minutes |
| 3.2 | Time-Duration of Automatic extension | 10 minutes |
| 3.3 | Maximum number of Auto-Extensions | 04 extensions |
| 4 | Criteria of Bid-Acceptance | ‘Beat on Starting last quoted Price’, as well as, ‘Beat on Rank-1 Bid Value’ |
| 5 | Entity – Start-Price | Unit/ total package/ net cost to MTNL |
| 6 | Minimum Bid-Decrement | ………………..(Value in Currency) |
| 7 | Display of ‘Pseudo Identity’ of Bidders during bidding period | To all Bidders, as well as, MTNL’s officers. |
| 8 | Display of Bidder’s own current Rank | Yes |

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

1. **SCOPE of WORK:**

**The work shall comprise of the following activities, which are indicative but not exhaustive:**

1. The supplier(s) shall be responsible for supply, installation, testing, integration & commissioning of the equipment / system supplied, with the MTNL network in Delhi & Mumbai. For this purpose, the vendor shall quote their rates as per Table (3), Section VII Part-II.
2. **Training** (onsite and classroom) Training on Installation, Testing and O&M, Integration of at least 15 personal of each Delhi & Mumbai for all the equipments supplied under the PO shall be arranged by the successful bidder. The training should have separate modules for Point to Point & Point to Multipoint Microwave System, EMS, Various Interfaces / Cards etc. and their Troubleshooting etc.
3. **Supply of spare parts:** The Supplier shall give complete list of spares along with their quoted price, to be used after completion of **1 year warranty** period. During warranty period also the vendor shall maintain the stock of all such spares, which will be handed over to MTNL after successful completion of warranty period.
4. Warranty will start after Issuance of Taken over Certificate (TOC) by MTNL for the supplied equipments. After successful completion of One (1) year of warranty period, vendor will have to enter into Annual Maintenance Contract (AMC) with MTNL for the supplied equipments as per broad terms and condition given under **Annexure-I of Section IV.** The connectors, cables & clamp will also be covered under warranty & AMC. The contract period for AMC will be 5 years after warranty period.
5. Successful bidder who enters into contract with MTNL has to provide supports for maintenance / Spares etc. for at least 5 years for Point to Point & Point to Multipoint Microwave System, after completion of 1 year of warranty.
6. Supply of product specification and maintenance manuals (5 Soft and 2 hard copies) to the concerned Delhi unit of MTNL.
7. The purchaser or his representative shall have the right to inspect and test the equipment either at OEMs premises or at site. Test / measuring equipment(s) required for measuring the performance of supplied equipments during Acceptance testing (AT) / Validation testing (V/T) will have to be arranged by the Vendor at site of MTNL & at their own cost.

**Miscellaneous:** If any other activity (ies)/ Item necessary for the smooth implementation / Installation & commissioning of the ordered equipments / systems and successful execution of entire scope of work is required, the same has to be brought in the notice of MTNL at clarification stage itself, otherwise, the successful bidder has to supply the same free of cost.

1. All software licenses shall be in the name of MTNL and for unlimited period.
2. All the supplied equipments / elements handling IP shall support IPv6 addressing and routing with backward compatibility for IPv4.
3. Purchaser reserves the right to commercially exploit the installed equipments after the delivery linked payment are made as indicated in payment terms or after the prescribed period for the initial roll out to commence whichever is earlier. Such commercial utilization of the equipments / elements after the completion of the prescribed delivery schedule and before commissioning of the supplied equipments shall not entail the successful bidder to claim deemed completion or otherwise incomplete obligations under the terms and conditions of this tender and shall not relieve bidder of the liability under the relevant clauses arising out of such non-completion.
4. Any new/enhanced features which may be required for competitive advantage of MTNL may be informed by the Bidder from time to time during the contract period for inclusion at the discretion of MTNL.
5. Bidders are required to give prices of every individual items of the SOR(Section-V) like Point to Point Microwave system base station, Point to Multipoint Microwave system base station, Customer end equipment, NMS, Sector Antenna for Base station, Mounting Clamp, Cat 5e Cable, connectors, spares, Various Cards / Modules etc. in the price schedule. These prices will be firm during entire contract period. MTNL is free to place order for any extra requirement of these items at the quoted price during the contract period.
6. Based on the evaluation of techno-commercial bids submitted by the bidder, submitted documents in support of meeting the eligibility criteria and fulfillment of other terms & conditions of this tender, bidder(s) will be short listed. To verify the claim of the short-listed bidder(s), if felt necessary, as a part of Technical evaluation, MTNL, at its discretion, may ask the short listed eligible bidder(s) to demonstrate its Technical /Financial capability to carry out the project as per terms and condition of the tender. If felt necessary, MTNL may visit the operator(s) to which supplies have been made by the bidder / its OEM. If needed, MTNL may also visit the installations / factory / manufacturing premise of the OEM to assess the manufacturing facilities / capabilities etc. required to meet the tender requirements. Bidder shall arrange such visit within 15 days of intimation by MTNL. The travel expenses, boarding and lodging for the MTNL team for such visit will be borne by MTNL.
7. The Point to Point & Point to Multipoint Microwave equipments proposed to be supplied in the tender shall conform to relevant ITU-T / ITU-R / IEEE / ETSI etc. as per TEC GR No. TEC/GR/R/ISM-MOD-001/04. MAR 2016 & other relevant TEC GR (alongwith their latest releases at the time of bid submission, if any) .
8. As part of their bid, the bidders will submit supporting documents like test results etc. (wherever applicable) to prove their eligibility of tender requirements. For each type of item. Bidder will clearly indicate the Make, Model number, Chipset number (if applicable), complete hardware / software details and the features supported by these items.

**4.0** Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser.

**5.0 TESTING OF EQUIPMENT:**

1. **Acceptance testing:**

The purchaser reserves the right to appoint any testing authority including its own A/T team for carrying out Acceptance Testing of the network and its network elements. The test schedule generally covers the following:

* 1. Checking ironwork , cabling & wiring
  2. Checking components and materials on sample basis.
  3. Functional test on individual equipment / network.
  4. Test of services / features.
  5. Capacity test / quality testing.
  6. Test high speed internet, Broadcast TV, POTS, VOIP / SIP Phone, Interactive Video, Video on Demand etc.

A.1 The supplier shall finalize an Acceptance Test schedule at least 30 days in advance for Acceptance testing in consultation with the Purchasing authority. Supplier shall also clearly indicate the specifications clause(s) verified by each test. MTNL shall have the right to make modifications or additions to any tests of techniques of measurement as considered necessary for it. Acceptance testing will be carried out at all the Point to Point Microwave system base station, Point to Multipoint Microwave system base station, Sector Antenna for Base station etc. at sites with EMS & total 1% of ordered Customer end equipment, Mounting Clamp etc.

A.2 The supplier shall make available the software programs and testers required for carrying out the tests as per the schedule. The bidder shall indicate whether the software package includes programmes for testing Point to Point & Point to Multipoint Microwave Systems under full load conditions and overload conditions by creation of artificial traffic. Such test programme shall be supplied by the supplier for the limited purpose of testing. The supplier shall also indicate the technique used in the creation of the artificial traffic.. Details of various items required for the above purpose may be specified in compliance to this clause.

A.3 MTNL team will carry out all the tests detailed in the Acceptance test schedule to confirm that the performance of the different modules, subsystems and entire installation satisfies the specified requirement of specifications including service performance.

A.4 Notwithstanding the pre-supply tests and inspections prescribed in this document, the equipment and accessories will also be pre-tested by supplier, before offering for A/T, in co-ordination with the MTNL unit as per the procedure and proforma provided by purchase in due course during and after installation / commissioning before “Taking over”.

A.5 Any components or modules failing during the Acceptance Testing shall be replaced at no extra cost to the Purchaser at site by the supplier. These shall be shipped within two weeks of the initial reports. 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.

A.6 When the performance tests called for have been successfully carried out, the ultimate consignee will issue a **Taking over Certificate (TOC)** to the supplier. The 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 four weeks of successful completion of tests.

A.7 After the Acceptance tests have been successfully carried out to the satisfaction of MTNL; MTNL will certify the equipment as fit for commissioning.

1. **Validation Testing:**

B.1 The network / equipment shall be subjected to on-site validation at the centralized EMS location and other locations provided by the team designed by MTNL.

B.2 The supplier shall arrange for Validation of all types of Point to Point & Point to Multipoint Microwave Systems i.e. Point to Point Microwave system base station, Point to Multipoint Microwave system base station, Customer end equipment, NMS, Sector Antenna for Base station, Mounting Clamp, Cat 5e Cable, connectors, spares, Various Cards / Modules etc. and all types of software supplied / purchased as part of this order, at the site determined by MTNL. However, final validation topology will be decided by MTNL based on the availability of equipments at the time of validation.

B.3 During Validation, all functionality related to services i.e. security services, encryption services, POTs, VOIP (SIP Phones), High Speed Internet, Video On Demand, Broadcast TV, IPTV, Interactive Video, any other services etc. as envisaged under purview of this tender shall be demonstrated by the supplier to the satisfaction of MTNL.

B.4 At the time of Acceptance of APO, the successful bidder will provide the list of probable tests, which are proposed to be conducted during the validation testing, to test the conformance of the equipment to the technical specifications. The test schedule and procedures for validation testing will be finalized by MTNL based on the tender requirements & in consultation with the successful bidder. The tests which could not be conducted / demonstrated during validation testing, the bidder will submit a certificate along with the factory test results of such tests. However, MTNL reserves right to depute its team to conduct such type of test cases in the lab environment at OEM premises. All expenses including TA/DA etc. for the testing team of MTNL will be borne by MTNL.

B.5 The Supplier shall provide, at his own cost all the testing/measuring equipments/ instruments as required for all the tests to be conducted for Validation testing of the supplied equipments.

B.6 Any deficiency found in performance during validation testing of the equipments / elements as per the tender requirement, the same shall be rectified by the supplier immediately at all the locations.

B.7 The supplier shall make available the software programs and testers required for carrying out the tests as per the schedule. The bidder shall indicate whether the software package includes programmes for testing Point to Point & Point to Multipoint Microwave Systems under full load conditions and overload conditions by creation of artificial traffic. Such test programme shall be supplied by the supplier for the limited purpose of testing. The supplier shall also indicate the technique used in the creation of the artificial traffic. Details of various items required for the above purpose may be specified in compliance to this clause.

B.8 Any additional test equipment deemed required during validation testing shall be arranged by the bidder at no cost to MTNL, so as to complete the testing as per the specified time schedule in this document.

1. **Quality Assurance (QA):**
   1. The supply of equipment manufactured in India will be accepted only after Quality Assurance tests are carried out by QA team of MTNL/BSNL as per prescribed schedule and material passing the test successfully and after Excise gate pass issued by Excise authorities, Government of India for the purpose.
   2. 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.
   3. The supplier shall submit the above receipt in original to MTNL for reimbursement of the payment after the equipment has been delivered to MTNL.
   4. The details of QA tests, which will be carried out at factory, shall be submitted along with the bid. Any additional test required by MTNL shall also be included in the factory test. The QA will be conducted by MTNL/BSNL QA after award of purchase order to the bidder.
   5. MTNL reserves the right to depute its representatives to the factory premises abroad to inspect/ verify/ witness the QA testing of equipments/software. All the expenses related to travel, boarding and lodging, etc. of MTNL officers shall be borne by MTNL or else MTNL may decide to carry out tests in India at bidder's factory premises.
   6. A quality manual describing the QA system shall be submitted along with the bid, which should include the details about the component quality assurance and quality system practices, including data on critical components.
   7. The supply of imported equipment shall be accepted, only if it accompanies with factory test reports, certifications of various performance parameters including environmental test report based on QM 333 standards, from any internationally recognized / accredited testing laboratory.
2. Bidder shall quote for complete bill of material and all other items of cost for complete scope of work. Any deficiency in bill of material or other items of cost will be provided by the bidder free of cost for successful implementation of the project. The consumable items like power cable, connectors etc will not be covered under V/T, A/T & QA testing.
3. **SOFTWARE REQUIREMENTS :**

**(i)** Software version of the equipment being supplied should be latest & must be indicated in the bid.

(ii) All the software licenses supplied against this tender shall be perpetual without any limitations on use.

(iii) All the system software loaded in the various network elements shall be supplied in media suitable for re-loading of the software in the network element(s), if needed.

(iv) All the Software updates and / or patches required for the maintenance of the equipment / element supplied will be intimated within one month of its release and implemented free of cost within another one month at each site for 7 years by the successful bidder. The successful bidder shall get one such representative system inspected technically by MTNL after the implementation of Software updates/ Patches in each system.

(v) **Software Support Centre:** - Successful bidder shall establish Software Support Centre in India within Six months of award of contract to ensure smooth functioning of equipment supplied and to meet additional requirements from time to time free of charge. The bidders shall submit details of location, number of personnel, facility to be made available for Software Support Centre in the bid. No remote access to foreign country shall be allowed except for catastrophic failures.

1. In case, bidder has not quoted the cost for some of the items in its bid / offer, it will be presumed that cost of such items is already covered and is part of some other subsystem / item and no extra amount is payable by purchaser. In the evaluation of bids, cost of such item shall be taken as ‘nil’ while the same shall be made available to purchaser as per requirement without any additional cost.
2. The successful bidder will be required to supply all materials/goods required to make the equipments operative (even if it is not shown in the Bill of Material).
3. **MAKE AND MODEL OF ITEMS:**
   1. The bidder should indicate the make and model in respect of each item for which the offer has been given. The technical documentation supplied in support of compliance shall relate only to their offered equipments. MTNL at its discretion, in exceptional cases, after opening of the tender with reasons recorded in writing with the approval of CMD, may allow the changes in Make / Model, provided that the changed equipment is of equal or higher version/capacity than the offered product in the tender. Bidder has to submit documentary evidence in this regard.
   2. The purchaser shall have the right to use the itemized cost for add on order in future. The bidders should not quote two different prices for the same item in their offers.
4. **REPAIR & MAINTENANCE FACILITY:**

The bidder should have the repair & maintenance centre for operation, maintenance and repair of faulty equipment in India, for which details are to be provided with bid document OR the Bidder shall have to set up repair & maintenance centre in Delhi/ NCR & Mumbai within three months from the date of P.O. This facility shall have to maintain spares for all components being offered / supplied. If the bidder is not having repair & maintenance centre then they should give an undertaking to establish the same within 3 months of issue of P.O.

1. **SOFTWARE REQUIREMENTS:**
   1. All software supplied shall be the latest version and the same must be indicated. The bidder should submit the technology, make and model in respect of each item including name and version of the software for which the offer has been given. The technical documentation supplied in support of compliance shall relate only to such technology, make & model for equipment and name & version of software.
   2. All the latest software updates, upgrades and/or patches shall be supplied at no extra cost to the Purchaser during warranty and AMC period. The vendor will supply 2 two (2) nos. of CD to MTNL Delhi & Mumbai, for these updates/upgrades whenever it happens during warranty/AMC period.
   3. Certified and licensed copies of the application software required shall be supplied. No freeware/shareware software shall be supplied as solution. All software quoted as part of solution shall be licensed for unlimited period. The vendor will supply two (2) nos. of licensed CDs to Delhi & Mumbai unit for software/firmware.
2. **DOCUMENTATION:** The bidder shall provide 2 sets (2 hard copy & 5 soft copies) of detailed documents on the proposed equipment catalog, installation, operation & maintenance manuals, troubleshooting guide pertaining to the equipment supplied. Additional 2 booklets / documents containing Do’s & Don’ts for each of the activities i.e. equipments catalog , installation / O&M / trouble shooting etc. supported by diagrammatic / schematic presentation shall be provided . If the documentation does not conform to abovementioned details, or does not meet the requirements of the purchaser, the bidder shall make additions or alterations or supply new documentation as required by the purchaser. All documentation shall be printed and bound as per prevailing international practices and quality.
   1. MTNL shall be allowed to reproduce strictly for its own use as per requirements, handbooks and drawings of the equipment for training, installation and maintenance requirements. Sufficient number of standard instructions manuals and handbooks shall also be supplied by the contractor.
   2. The entire supplied equipments shall be based on industry-standard design / architecture.
3. **TRAINING:**
   1. The successful bidder under shall provide training in areas of Installation, Operation, Testing, Maintenance of Point to Point & Point to Multipoint Microwave Systems etc. to MTNL officers in the following manner:
4. Installation/Operation/maintenance level training - 15 man days / city

The bidders shall quote the prices for training for above man days and payments for the training shall be made on actual basis.

* 1. The quality, content and location of the training shall be so designed that the MTNL officers will be sufficiently exposed to all the aspects of engineering, installation, testing, provisioning, operations, maintenance and customer care etc of the supplied equipments / elements. The training shall also cover necessary architecture details. The training modules and their duration shall be finalized by the selected bidder in consultation with purchaser. Detailed training material shall also be supplied by the selected bidder to enable MTNL to train more number of officers independently. All the expenses related to travel, boarding and lodging, etc. of MTNL officers shall be borne by MTNL.
  2. The successful bidder shall have requisite Support Centre / Repair & maintenance Centre in Delhi & Mumbai to provide technical support/maintenance to ensure high uptime for the supplied equipments.
  3. Bidder will indicate the optimum infrastructure requirement such as space, power etc. to be provided by MTNL for successful installation / commissioning of Point to Point & Point to Multipoint Microwave Systems as envisaged in the SOR.

1. **CONFIDENTIALITY:**
   1. Vendor and the MTNL shall treat all documents/data/software or part of them, which one may provide party to the other, as strictly confidential and maintain secrecy for the same.
   2. Vendor and MTNL shall not publish, disclose any information about, make available or otherwise dispose of the document/ data/ software or any part or parts thereof to any third party, directly or indirectly without prior written consent of the other party to this agreement.
   3. Vendor and the MTNL shall restrict access to the documents/ data/ software only to those of their employees to whom it will be felt necessary and relevant for this project and shall draw the provision of this undertaking to the personal attention of those of its employees to whom access to the document/data/software will be granted.
2. **SCALABILITY**: All components of the architecture must support scaling to provide continuous growth to meet user demand and business requirements. Scaling is the ability of equipment / system to handle increasing demands at an acceptable performance level. The bidder has to ensure that the proposed equipments must be scalable to meet out not only the requirement as envisaged in this Tender but also future requirements depending upon MTNL's business plan during the contract.
3. **DELIVERY SCHEDULE**:

The year-wise equipment as given in the P.O. shall be supplied each in Delhi and Mumbai within 60 days from the date of PO.

The installation, testing, integration & commissioning of the year-wise equipment as given in the P.O., shall be done within 90 days from the date of PO each in Delhi and Mumbai.

The Purchase Order will be issued by field units (i.e. MTNL Delhi / Mumbai) based on Rate Contract (finalized after issuance of APO) and subject to successful completion of validation of equipments. Field Units will issue PO as per their ready requirements, which may vary from the requirements given in the SOR.

The initial period of rate contract will be 2 years, further extendable to 1 year at the discretion of MTNL. The quantities of various items given in the SOR are tentative and the order will be placed by respective MTNL units based on their requirements from time to time.

1. **ANNUAL MAINTENANCE CONTRACT:**
   1. It shall be mandatory for the bidders to undertake the Annual maintenance contract for 5 (Five) years for Point to Point & Point to Multipoint Microwave System along with NMS software, to be signed at the time of acceptance of APO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the acceptance of APO.
   2. Any equipment de-loaded during the AMC period reflecting in reduced capitalization will reduce the AMC amount proportionately.
   3. However MTNL shall reserve its right to terminate AMC in any of following situations-
2. Equipment getting de-commissioned.
3. MTNL decide not to continue with AMC

In both situation as above, a three month notice shall be given by MTNL to the bidder to terminate/discontinue the AMC.

* 1. For this purpose the bidder shall quote all inclusive Comprehensive AMC charges for each year, year-wise for five years which shall become effective at the end of the warranty period. The cost shall be quoted as a lump sum including visits of the engineers or attending to faults and repairs and supply of spare parts etc. However, GST shall be paid extra as applicable.
  2. The terms and conditions for AMC in the form of an agreement are given in **Annexure-I of this Section.** It is the discretions of MTNL for entering into AMC agreement.
  3. During the warranty the bidder shall perform all the functions as enunciated under the AMC free of cost. All the penalty clauses shall be applicable during the period of warranty in case of failure on the part of supplier.
  4. The quote for AMC should be as a % (percentage) of equipment cost and it is mandatory to quote yearly charge in Rs. in price bid form of tender document.
     1. The yearly AMC prices quoted by the bidder(s) in percentage of equipment cost shall be worked out & transformed in NPV, for entire AMC period, subject to minimum of 3 % per year, for the purpose of evaluation.
     2. Whenever a vendor quotes less than 3% AMC rate post warranty, his bid will be evaluated assuming minimum 3% AMC quote but payment will be made as per rates actually quoted and simultaneously MTNL shall withhold the payment of equipment to bidder equivalent to difference in AMC value at 3% rate and quoted rate for all those years where AMC quote is less than 3%. This differential amount withheld for AMC shall be released on completion of AMC period for a particular year.
  5. The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC in each field unit and fulfillment of other obligations of P.O. which are pre-requisite for release of the PBG.
  6. Not more than 1% of the total equipment/units sent in a year (of AMC) for repair will be declared as RNP (Repair Not Possible) by the supplier.
  7. RNP equipment/cards shall not include burnt out and/or physically damaged units.
  8. For each RNP unit, as well as burnt out/damaged unit, a joint inspection report format shall be signed by supplier’s and MTNL’s representatives. This format shall also contain identified/ probable causes of damage and suggested preventive actions.
  9. MTNL shall reimburse upto a maximum of 1% of the cost of equipment sent for repair against replacement cost of equipment declared as RNP.
  10. The bidder shall, at the time of submitting the bid, submit the proposal specifying the fault control centers’ locations and how the bidder proposes to carry out repair under AMC. The bidder shall also indicate what spares will be kept in different locations. The infrastructure planned to be created by the bidder to fulfill his obligations under AMC and his action plan to deal with various situations arising out of hardware and software faults shall be clearly indicated.
  11. The selected bidder shall submit a bank guarantee against AMC, valid for a period of AMC plus eight months, two months before the ongoing date of expiry of the PBG submitted against the P.O. Purchaser reserves the right to forfeit the main P.O.-PBG if the BG against AMC is not submitted in time.
  12. Amount of Bank Guarantee will be equal to the highest of the yearly AMC charges. For any additional equipment, the amount of PBG shall be increased proportionately, or an additional PBG submitted for the additional amount, within a time period of one month from the date of such equipment getting covered under AMC.

* 1. The validity of the AMC-PBG shall have to be extended by the bidder to cover the whole period of AMC plus six months, if for any reason the date of start of AMC changes.
  2. Operating field units will be the recipients and custodian for the relevant bank guarantee(s) against AMC and same unit(s) shall enter in to AMC agreement.
  3. **End of Life or End of Service Equipment:** Point to Point & Point to Multipoint Microwave Equipments being procured must be supported for minimum 5 years post warranty period. OEM shall give an Undertaking that MTNL will also have the right to seek AMC support from OEM beyond 5 years or 10 years (as the case may be), if OEM is supporting such equipment anywhere globally.
  4. Bidder will be bound to offer AMC post 5th year in case OEM is supporting such equipment anywhere globally. In case OEM is not offering support anywhere globally during period after 5 years of AMC, bidder has to submit a certificate from OEM that no support is being offered anywhere globally by OEM for such version/type of equipment.

## Compliance to Applicable Law

* 1. **Security Requirements**
     1. The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc issued by DoT/TRAI from time to time. The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Supplier shall execute an agreement in the form as contained in **Section XII** of the Tender Document on Rs. 50/- Non Judicial Stamp Paper before issuance of any APO by the Purchaser. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. The Supplier shall indemnify and hold harmless the Purchaser and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the License as a result of breach or non-compliance by the Supplier with its obligations in this sub-Clause (b) or any separate agreement executed for this purpose.

It is clarified that any expenditure incurred by the Purchaser for complying with security related provisions as prescribed under Applicable Law shall be borne by the Supplier. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the Purchaser shall be paid by the Supplier to the Purchaser. Further, any testing of Supplier's equipment including requirement of testing equipment shall be met by Supplier on his own cost.

* 1. **Compliance with Licenses:**

The Supplier shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, letters issued by DoT or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

## Security Clearance of foreign personnel:

All foreign personnel likely to be deployed by the Successful Bidder for any activity pertaining to this project shall obtain security clearance from the Government of India prior to their deployment. The security clearance will be obtained from Ministry of Home Affairs, Government of India.

## Non-Compliance:

The Supplier, including their personnel, employees, associates and sub-suppliers shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses.

In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Supplier shall be liable to make good such loss immediately which has been suffered by the Purchaser.

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1. The tax rates will be as per GST Act, 2017 subject to Section 171 of the GST Act, 2017 regarding anti-profiteering measures.

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**Annexure-I of SECTION-IV**

**ANNUAL MAINTENANE CONTRACT AGREEMENT**

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

WHEREAS, MTNL has placed purchase order on the SUPPLIER vide No. \_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_ for supply, installation, testing, integration, commissioning & Annual Maintenance of Point to Point & Point to Multipoint Microwave Systems against tender No.\_\_\_\_\_\_\_\_\_, dated\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

NOW the AGREEEMENT WITNESSETH as follows:

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

**1.1** This Agreement shall remain in force for **five years for Point to Point Microwave system base station, Point to Multipoint Microwave system base station, Customer end equipment, NMS, Sector Antenna for Base station, Mounting Clamp etc.,** from the date of completion of **one year** warranty, while at the same time the term and conditions of this agreement except for payment of charges to the SUPPLIER shall also apply during warranty period.

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

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

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

**4. During the period of AMC the SUPPLIER shall inter alia:**

1. Diagnose the hardware and software faults.
2. Rectify the hardware/software faults detected.
3. Repair and replace the faulty equipment.
4. Carry out the periodic preventive maintenance.
5. Upkeep and upgrade the software periodically for ensuring trouble free/ bug free /fault free performance of the supplied systems/ equipment.
6. Flexibility for creating customized reports.
7. Provide full and time bound integration with EMS system
8. AMC shall be inclusive of cost of spares, labor and all other costs.

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

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

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

**8.0 REPAIR AND MAINTENANCE**

8.1 TECHNICAL SUPPORT & SERVICE CENTRE

* + 1. The SUPPLIER shall have Technical Support & Service Centres at least one in Delhi/NCR & Mumbai. The SUPPLIER may set up more such centres to meet the criteria for fault restoration/faulty unit repair times as mentioned in the AMC. The SUPPLIER shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical Support & Service Centres at the time of signing this Agreement.
    2. The SUPPLIER shall also provide the name of alternate contact person or Technical Support & Service Center with address & telephone /FAX no. which may be contacted by MTNL staff for support in case of no response/poor response from the designated Technical Support & Service centre. This, however, shall not preclude MTNL from imposing the penalties, if any, as applicable as per the terms & conditions of this agreement.
  1. Any change in Address, Phone number, FAX Number etc shall have to be intimated in writing by the SUPPLIER to the concerned In-charge of the MTNL unit as well as the concerned head of MTNL unit at the earliest. If the unit in charge of the MTNL unit is unable to report the faults to the normally assigned Technical Support & Service Center due to the change of phone number etc. the fault will be reported (**as per provision of 8.1.1 above)** and the SUPPLIER shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.
  2. **RESPONSIBILITIES OF TECHNICAL SUPPORT & SERVICE CENTER**

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

* + 1. The SUPPLIER shall also ensure that Technical support Centres are manned and are able to provide service to MTNL round the clock, all the seven days of the week throughout the year. The level of service provided to MTNL shall not go down during night time or due to any day being holiday, or for any other reason.
    2. The Technical support Centres shall receive the faulty cards/ units/ PCBs from MTNL sites and repair / replace them with good ones during the period of AMC.
    3. One or more of the Technical Support Center (s) shall also work as repair center(s) and it shall be responsible for repairing the faulty cards/ units/ PCBs. Such repair Center shall also maintain a requisite minimum stock of such cards/equipment often going faulty, in order to keep the down time within limits as envisaged in this agreement. The SUPPLIER shall be at liberty to distribute spares to the nodes as deemed fit or keep them at the designated Technical Support Centres.
    4. The Technical support Center shall regularly obtain feedback about the health of the systems under its jurisdiction from the officer of MTNL on monthly basis (or even more frequently) and maintain a proper record of such feedback. These shall be made available to the technical experts nominated by the SUPPLIER for analysis and such technical expert in turn shall give adequate and proper guidelines / technical advice to the officers of MTNL for taking necessary preventive measure for reducing the frequency of such faults and also for preventing such faults from re-occurring. This shall, however, not absolve the SUPPLIER from fulfilling his obligations under this agreement.

**9.0** The SUPPLIER shall set up at least one repair center each in Delhi/NCR & Mumbai within 3 months from the date of purchase order, with the facilities for repair the Equipments supplied by the bidder.

1. SUPPLIER to either carryout the repair on its own or through the facilities of third party. MTNL shall, however, interface only with this SUPPLIER in all cases.
2. The first line maintenance shall be done by authorized staff of MTNL by replacement of the faulty/affected module with a readily available good module, stocked at the site by the SUPPLIER at his (SUPPLIER’s) cost or out of the spare capacity, if available, in that node if no spares at site have been made available by the SUPPLIER. Decision whether the module / cards at any node can be made spare or not shall rest with MTNL. It shall not absolve the SUPPLIER from his responsibilities under this agreement for restoration of fault etc. All such changing / replacement of faulty / affected modules shall be done by MTNL staff as per the telephonic (or otherwise) instructions of the technical support centre.
3. The faulty module shall be sent by MTNL to the SUPPLIER’s designated Repair Center / Technical support Center within shortest possible time.
4. The SUPPLIER shall arrange and ensure repair or replacement of the faulty equipment, to the concerned site of MTNL within 15 days of dispatch of the faulty module by MTNL to the SUPPLIER’s designated Technical support Center. While the responsibility of delivering the faulty module /Card / PCB / equipments to the SUPPLIER’s premises will lie with MTNL, the responsibility of repairing and sending back the same to the respective MTNL location will be with the SUPPLIER.
5. 15 days time shall be calculated from the date of dispatch of the faulty equipment at the SUPPLIER’s designated Repair Center / Technical support Center to the date of receiving back of the repaired / replacement of the same at the concerned MTNL site. Wherever sub-rack or other equipment is brought by the representative of the SUPPLIER at site for replacement, the faulty unit/ subrack equipment shall be taken back by the said representative for further repair etc. at the cost of SUPPLIER.

## 15 TECHNICAL SUPPORT PROCEDURE

15.1 The SUPPLIER shall ensure that a minimum stock of 2% of Point to Point & Point to Multipoint Microwave Systems supplied, are maintained as spare stock. It will be at the option of the SUPPLIER either to maintain the above spare stock of SUPPLIED Point to Point & Point to Multipoint Microwave Systems at the Technical support Center or to distribute the spare SUPPLIED Point to Point & Point to Multipoint Microwave Systems over Delhi & Mumbai to meet his obligation under AMC.

15.2. The Supplier shall arrange for and ensure the immediate replacement of the faulty Point to Point & Point to Multipoint Microwave Systems equipment with the good ones as & when the faulty SUPPLIED Point to Point & Point to Multipoint Microwave Systems are received at its designated Technical Support Center for repairs.

15.3 The supplier shall furnish the detailed guidelines for each type of SUPPLIED Point to Point & Point to Multipoint Microwave Systems regarding the identification/ detection/ diagnosis of the faulty SUPPLIED Point to Point & Point to Multipoint Microwave Systems at the time of supplying the SUPPLIED Point to Point & Point to Multipoint Microwave Systems to MTNL sites. The SUPPLIER shall supply one set of detailed guidelines per hundred of SUPPLIED Point to Point & Point to Multipoint Microwave Systems for each type of SUPPLIED Point to Point & Point to Multipoint Microwave Systems.

15.4 The training of the representatives of the Purchaser regarding the identification/ detection/ diagnosis of the faulty SUPPLIED Point to Point & Point to Multipoint Microwave Systems shall be conducted either at the NOC location or at a test site where the SUPPLIED Point to Point & Point to Multipoint Microwave Systems will be deployed. The purchaser will bear all the expenses related to travel, boarding and lodging, etc. of its representatives. The Supplier shall depute its representative for imparting training as per the program given by the Purchaser.

* 1. Each MTNL unit, where SUPPLIED Point to Point & Point to Multipoint Microwave Systems shall be deployed, shall maintain the records of Point to Point & Point to Multipoint Microwave Systems equipment sent for repair/ replacement (quantity sent/ time & date of sending/ date of receiving back, etc.) and shall forward such records on bi-monthly basis to the respective unit In charge.

15.6 Each unit In-charge shall compile the records received regarding the SUPPLIED Point to Point & Point to Multipoint Microwave Systems from various MTNL Units and will recommend the penalty, if any, in accordance with **clause 19** for delays in receiving back the repaired/ replaced SUPPLIED Point to Point & Point to Multipoint Microwave Systems within stipulated time frame.

15.7 In case of any dispute, the records maintained by MTNL shall have precedence.

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

16.1 The SUPPLIER shall supply elaborate maintenance procedures and proforma of the history sheet to every concerned location of MTNL.

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

## 17. AMC CHARGES AND PAYMENTS

The charges for AMC will be as given in the purchase order. A copy of the same will be made part of this agreement at the time of signing this agreement.

17.1 For fulfilling the above obligations, the following procedure shall be followed for paying the SUPPLIER the charges for the services rendered by the SUPPLIER under this Agreement.

17.2 MTNL shall not pay any charges in advance. Bills for AMC shall be paid by MTNL at the end of each quarter, after successful execution of the works under this Agreement normally within 15 (fifteen) days of the receipt of the duly completed location wise bills.

17.3 All payments shall be made by the Accounts Units concerned based on the fault report received from the concerned MTNL officer, after deducting penalties, if any. For this purpose, MTNL shall designate nodal officers at the respective field units.

17.4 MTNL reserves the right to adjust any over-payment of AMC charges in any year, any time during the period of AMC.

**18. FORCE MAJEURE**

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

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

**19. FAULTS: SEVERITY LEVELS, RESTORATION TIME & PENALTIES**

**19.1** Any fault in the equipment/system affecting single node / equipment shall be treated as severity level ‘A’. The un-availability of service to more than 5% of working systems on a node shall be treated as Severity Level “B”. Such faults shall be rectified within two hours of its reporting to the supplier.

**19.2** Faults at NMS site causing crash of any servers or programmers or switchover failure shall be treated as severity level ‘C’. Such faults shall be rectified within eight hours of its reporting to the supplier.

**19.3** The time for restoration of fault will be counted from the time of reporting to the technical support Centre as per procedure prescribed in clause 8 of this agreement.

**19.4** For the purpose of arriving at the penalties as indicated in clauses 19.1 to 19.2 above, the calculated percentage upto two decimal points shall be rounded off to nearest figure (e.g. 4.49% will be taken as 4% and 4.50 shall be taken as 5%)

**19.5 If the supplier fails to restore the fault within the time limit specified in above, following penalties shall be applicable**

**Severity Level Penalty per hour of delay/Per node/per occasion**

**“A” Rs.500/-**

**“B” Rs.1500/-**

**“C” Rs. 1000**

**(Delay will be counted in steps of one hour).**

**19.6** The penalty will be applicable on per node basis even if there is a commonality of fault at any point in the network causing failure full or part of service at more than one node in the network

**19.7** If the supplier is unable to meet the deadline of 15 days as mentioned in para 11 for repair/replacement of faulty equipment, a penalty of Rs.500/- per day of delay per faulty module/card shall be applicable. Beyond 30-day delay, the penalty shall be Rs.1000 per day.

A system of dispatch and receipt Challan shall be worked out between MTNL and the supplier within three months of the placement of Purchase Order in order to account for the delay. Decision of MTNL as to how the system is designed shall be final.

**19.8** The penalty shall be deducted from the quarterly bills. The maximum value of penalty for fault in nodes shall not exceed 25% of AMC amount in that quarter. However there shall be no limit on the penalty for delay in repair of units/models as mentioned in 19.7 above.

**19.9** Any failures affecting the full availability of service in the whole network at a time, shall entitle MTNL to deduct 1% of the quarterly bill for each occasion of such failure in that quarter. This will be in addition to the node-wise penalty indicated above.

1. After the expiry of annual maintenance contract, it shall be optional for MTNL not to enter the AMC contract further with the contractor. In such circumstances the contractor will be bound to hand over the spare parts /sub-assemblies /printed circuit boards etc to MTNL.
2. **TERMINATION OF AMC:**

If MTNL is not satisfied with the performance of the SUPPLIER during AMC, it reserves the right to terminate the AMC during its currency, after giving **three months notice** to the SUPPLIER and in such an event the vendor will hand over all the spares as indicated above.

**22. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION**

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

Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs.20 crores, there shall be three Arbitrators.

For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt of India or above.

For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.

For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.

The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/ Mumbai only.

In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The Arbitration proceedings shall be in English language.

The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.

No person other than the Empaneled Arbitrators of MTNL, shall be appointed as an Arbitrator to adjudicate the dispute.

* 1. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD(Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in **DPE OM No. 4(1)/ 2013-DPE (GM)/ FTS-1835 dated 22-05-2018 , dated 04.07.2018 and dated 11.07.2018.**

**23. 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.

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

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

By\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

In the presence of:

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

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#### Appendix: “A” to the AMC

**Details of Technical support Centers**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.No.** | **Location of**  **Technical support**  **Center** | **Area/Nodes Served** | **Postal**  **Address** | **Telephone**  **Numbers**  **Minimum two** | **Mobile**  **Phone**  **Nos.** | **FAX**  **Nos.** | **E-mail Address** |
| 1 |  | 1  2  3  4  5 |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |

### Appendix-B to the AMC

Page 1 of 2

### MAHANAGAR TELEPHONE NIGAM LIMITED

### Fault Docket for

Name of Node: Docket Sl. No:

File No: Date:

From: -

Name:

(of the officer Incharge/duty officer of the station)

Designation:

To,

M/s.---------------------------------------------------------------- ( the SUPPLIER)

Address:

( of the Technical support / Center)

1. 1. Date ---------------------------- Time------------------- ( of occurrence of fault)

1.2. Date.--------------------------- Time------------------ (of Reporting of Fault )

2. Fault Reported to: Technical support Center ( Name of the person) on phone :

3.1 Mode of Reporting: Phone, FAX, e-mail/

( Tick whichever is applicable) Pager

* 1. Fault observed in:

4. Description of fault & observation of the reporting officer:

5. Details of Services affected :

6. Percentage of Service affected :

7. Date\_\_\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_\_ ( of receiving the 1st assistance

over phone from Technical support Center)

8. Details of Assistance received :

(Note: Add additional sheet if needed.)

9. Date\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_ ( of receiving the 2nd assistance

over phone from Technical support Center)

10. Details of assistance received :

(Note: Add additional sheet if needed.)

11. Was the fault restored by following the instructions given over phone ?

A- YES B- NO ( Tick whichever is applicable)

12. If Yes, record date & time of restoration & duration of fault :

Date\_\_\_\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_( in hours & minutes)

Duration of Fault: \_\_\_\_\_\_\_\_ days \_\_\_\_\_ Hours \_\_\_\_\_minutes.

13. Was the fault restored :

A- Partially B- Fully ( Tick whichever is applicable)

14. If the fault is not restored or restored only partially, give details of observation:

( Note: Add additional sheet if needed )

15. Note date & time of giving feed back vide Srl No:14 above to the Technical support Center:

( only in the event of partial / non restoration of faults )

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_\_\_ . ( in hours & minutes)

16. Date & Time of arrival of SUPPLIER’s Expert at site / station of fault :

Date \_\_\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_\_ . ( in hours & minutes)

17. Brief observation and works done by the SUPPLIER’s staff / expert :

( detailed entry to be made by SUPPLIER’s staff in the station Log-Book)

18. Date & Time of complete restoration of the system :

Date \_\_\_\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_\_\_ . ( in hours & minutes)

19. Total Duration of Fault : \_\_\_\_\_\_\_\_\_ days \_\_\_\_\_\_\_ hrs \_\_\_\_\_\_minutes.

20. Remarks of Node in charge ( if any) :

21. Remarks of visiting engineer ( of SUPPLIER), if any :

Signature :

Name :

Designation :

( of MTNL staff / in charge of the station)

Note : 1.Each page of the Docket must be signed by designated officer of MTNL

(including the additional sheets, if attached)

2.A copy of the Fault- Docket must be sent to the Technical support Center of the SUPPLIER, immediately by FAX / Post after restoration of fault.

At the time of first reporting it may not be possible to pinpoint the fault. Hence more than one boxes can be ticked against Sl.3.2 . Similarly observation of the local impact of fault may not be possible against Sl.5. The duty officer shall provide observation which are immediately available.

Date on percentage of services affected shall be made available by the supplier though NOC as provided under special conditions.

## APPENDIX – C To AMC

## PROFORMA FOR HISTORY SHEET

## (To be submitted by the Bidder)

**APPENDIX – D To AMC**

## AMC CHARGES

(To be filled up as per P.O.)

\*\*\*\*\*\*

**SECTION V**

**SCHEDULE OFREQUIREMENTS**

The tentative requirements given in the Table below. Please also refer foot notes below.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Point to Point & Point to Multipoint Microwave System operating in unlicensed frequency band for provision of leased lines etc. in MTNL Delhi & Mumbai unit** | | | | | | | |
| **S.No** | **Items** | **Quantity (Unit)** | | | | | |
|  |  | **Delhi** | | | **Mumbai** | | |
|  |  | **Year 1** | **Year 2** | **Total** | **Year 1** | **Year 2** | **Total** |
| **1** | **Point to Point (2 Mbps to 200 Mbps)** |  |  |  |  |  |  |
| **1.1** | Point to Point Microwave system base station | 10 | 10 | 20 | 10 | 10 | 20 |
| **1.2** | Customer end equipment with accessories | 10 | 10 | 20 | 10 | 10 | 20 |
| **2** | **Point to Multipoint (2 Mbps to 200 Mbps)** |  |  |  |  |  |  |
| **2.1** | Point to Multipoint Microwave system base station | 30 | 30 | 60 | 30 | 30 | 60 |
| **2.2** | Customer end equipment with accessories | 90 | 90 | 180 | 90 | 90 | 180 |
| **2.3** | Sector Antenna for Base station - 120 degree | 90 | 90 | 180 | 90 | 90 | 180 |
| **3** | Cat 5e Cable UV Protected for outdoor operation with connectors (in meters) | 10,000 | 10,000 | 20,000 | 10,000 | 10,000 | 20,000 |
| **4.1** | Pole with concrete (10 feet) | 29 | 29 | 58 | 29 | 29 | 58 |
| **4.2** | Pole with concrete (20 feet) | 7 | 7 | 14 | 7 | 7 | 14 |
| **5** | Self support mast up to 27 Meter (Per meter) | 4 | 4 | 8 | 4 | 4 | 8 |
| **6** | NMS hardware & Software in 1+0 config with DC & DR site in different city | 1 | 0 | 1 | 0 | 0 | 0 |
| **7** | **Installation, Testing & Commissioning (including Survey & Link engineering)** | | | | | | |
| **7.1** | Point to Point Microwave system base station | 10 | 10 | 20 | 10 | 10 | 20 |
| **7.2** | Point to Multipoint Microwave system base station | 30 | 30 | 60 | 30 | 30 | 60 |
| **7.3** | Customer end equipment with accessories | As per requirement | | | | | |
| **7.4** | Pole upto 10 feet with concrete | As per requirement | | | | | |
| **7.5** | Self support mast up to 27 Meter (Per meter) | As per requirement | | | | | |
| **7.6** | Mounting Clamp D Shape wherever required | As per requirement | | | | | |

**Note:**

* + 1. The equipment offered shall meet the technical specifications as mentioned in **Section-VI** of tender document.
    2. Any other item(s) / accessories/ cable/ connectors, converters etc. not covered above but essential for successful installation, testing & Integration of supplied equipment / element in the MTNL network should also be added in the price schedule by the bidder. In case if any additional item is required for successful installation & operation of items given above, which is not mentioned by the bidder in its bid, the same shall be supplied by the bidder free of cost to MTNL.
    3. The Bidder may quote the equipments of different Link Distance of 0.5 Km to 10 Km range, keeping in view of required link budget for metro city operating environment.
    4. The Equipment(s) supplied should have backplane capacity sufficient enough to cater the maximum throughput of the equipment(s) as asked in the tender.

**SECTION VI**

**TECHNICAL SPECIFICATIONS**

1. The point to point (P2P) and point to multipoint (P2M) systems supplied against the tender should comply with the latest & relevant ITU-T recommendations and generic requirements of the TEC GR No. TEC/GR/R/ISM-MOD-001/04. MAR 2016 & subsequent releases at the time of bid submission and be in accordance with WPC notification G.S.R.38 (E) dated 19.01.2007 & G.S.R.45 (E) dated 28.01.2005. However, some of the technical requirements are given below:
2. **General requirements for both P2P & P2M systems :** 
   1. **Band of operation / Channel bandwidth:** The operation of the system shall be in unlicensed frequency band as per provisions of latest NFAP and the channel bandwidth of 5/10/20/40 MHz (user configurable) shall be supported.
   2. The offered system shall be of split type i.e. having separate indoor & outdoor unit. CAT 5E cable or above shall be supported for connection between the indoor & outdoor units.
   3. The offered system shall support the following architecture ( as the case may be):
3. Point to Point ( P2P)
4. Point to Multi (P2M) point.
   1. **Modulation Schemes:** The radio system shall employ modulation techniques such as FHSS (frequency Hopping Spread Spectrum), OFDM (Orthogonal Frequency division duplexing), DSSS (Direct sequence spread spectrum) etc. ***and will work in TDD mode*** with different channel bandwidths. The system shall also support **2X2 MIMO**.
   2. **Adaptive Coding & Modulation (ACM):**  Adaptive coding & modulation should be supported by the offered radios which enables dynamically altering the modulation scheme to maintain link quality and optimize the throughput in case of interference as well as fading conditions.

In case of P2M link deployment, ACM shall provide a mechanism to have each slave station operate at different modulation schemes and monitor the link conditions and dynamically adapt the modulation scheme on the basis of ongoing link conditions so as to provide optimal throughput to each slave stations.

The radio equipments (P2P & P2M) should support both static / Fixed & Adaptive modulation schemes. ACM should work in all the stages of modulation from QPSK / 4QAM to 64 QAM. Support for modulation upto 256 QAM is optional. Further, the change in modulation should be hitless and not result in traffic errors.

* 1. **Antenna requirement:** The equipment shall support both external & internal antennas. The Antenna gain should be such that it meets the EIRP limits prescribed in the latest NFAP for frequency range specified in this tender.
  2. **Radio System must deliver actual/net usable aggregate throughput upto 200 Mbps**.
  3. The Radio system should cover **Link** **Distance of 0.5 Km to 10 Km.**
  4. **The Radio equipment should comply to dual band IEEE standard 802.11ac with backward compatibility to IEEE 802.11a/b/g/n standard.**
  5. The Radio system shall have internal/external dual polarization directional dual-band antenna.
  6. The Radio system should support dual stack IPv4 & IPv6 IP Address.
  7. The Radio system shall be **IP65/IP68 compliant**. It shall be designed to work in harsh outdoor environment. It may ensure a reliable operation with extreme bad weather conditions.
  8. The Radio system should be able to configure symmetric & asymmetric bandwidth (Uplink/ Downlink) any direction. The Upload and download percentage should be user configurable.
  9. The bidder shall specify MTU size for delivering higher data for a given duration of time.
  10. **Spurious emissions :** The level of spurious emissions shall be measured as :

**Either –**

1. Its power in a specified load ( conducted spurious emissions) ;

And

1. Its effective radiated power when radiated by the cabinet or structure of the system.

Or

1. Its effective radiated power when radiated by cabinet and Antenna.

The spurious emissions of the system shall not exceed the values as specified below:

|  |  |  |
| --- | --- | --- |
| **Frequency Range** | **Limit when operating ( Tx)** | **Limit when operating (Rx)** |
| Above 1 GHz – 12.75 GHz | - 30 dBm | - 47 dBm |

The above limit values specified to narrowband emissions measured over 1 MHz reference bandwidth.

* 1. **Ethernet service requirements :**
     1. **Ethernet LAN , VLAN and provider Bridge:**

1. The system shall support IEEE 802.3 and IEEE 802.1 Q
2. The system shall support IEEE 802.1ad ( Q-in-Q) and IEEE 802.1d protocols.
   * 1. **Synchronization :**
3. The system , including all its Ethernet interfaces, must support the synchronous Ethernet standard ( ITU-T G.8261 / G.8062)

Or

1. The system including all its Ethernet interfaces must support IEEE 1588 V2.

Or

1. Synchronization from GPS receiver
   * 1. **Quality of Service ( QoS) :**
2. The system should be able to map the different QoS classes to at least 4 different priority Queues.
3. In order to put traffic in its appropriate priority queue, the equipment must be able to classify traffic based on any of the following :

* IEEE 802.1p
* VLAN ID ( 802.1Q/802.1ad standard)
* IP TOS / DSCP
  + 1. Radio should support the mechanism of Ethernet link redundancy & Ethernet ring topology.
  1. **Performance requirements :**

1. **BER:** The BER measured over simulated hop should be better than 10-6 on each channelbandwidth.
2. **FLR:** The FLR performance over simulated hop should be better than 10% packet loss on each channel bandwidth.
   1. **Alarm Indications & diagnostics :**

The status of alarms and diagnostics should be displayed on the front panel of the equipment (LED / LCD display) or should be extendable to GUI / NMS interface.

* 1. **Alarm Indications:**

There shall be indications on front panel on LCD/LED display /GUI/NMS for the following alarms:

1. Transmit power failure
2. Receive power below threshold
3. Radio sync loss
   1. **Diagnostics:**The system shall have in built provision or as attachment provision for :-
4. Local loop back
5. Remote loop back
6. Receive power level determination
7. Ethernet port status
8. System log capability for alarms and test results
9. Local & remote monitoring.
   1. **Network Management System (NMS) requirement:**
      1. There shall be common NMS for Point to Point & Point to Multi-Point Microwave system. The NMS hardware & Software shall be in 1+0 configuration with DC site in Delhi & DR site in Mumbai.
      2. The equipment shall have a centralized NMS. At minimum the functionalities of network configuration, supervision, alarm management and performance management shall be supported.
      3. The NMS shall be the access point for maintenance personnel to access the network.
      4. The NMS shall support open web interfaces for maintenance personnel to log into the NMS / EMS and do the management activities as per the authorization.
      5. The NMS shall support detailed traffic statistics collection and analysis.
      6. The NMS shall store the network information (Alarms, performance monitoring etc.) in a data base using a market standard database format.
      7. The network management channel between the network elements and the NMS shall support SNMP V1/V2/V3 or XML or NETCONF on text mode for providing full FCAPS feature.
      8. The equipment shall be configurable with an open source web browser. As an option, configuration by a SSH ( Secure Shell) client or TELNET should also be possible.
      9. The NMS shall display performance monitoring data per node on hourly , daily, weekly and monthly basis.
      10. All management traffic shall be carried in band within the link (WAN) connecting the equipment systems.
      11. All NMS related configuration activities / actions (EMS , CLI, Web) shall be performed remotely.
      12. The manufacturer shall provide the MIBs/GDMO/DLs and open APIs for XML/SNMP/CORBA on EMS.
      13. The Technical specifications of NMS for point to point (P2P) and point to multipoint (P2M) radios must be as per latest TEC GR.
      14. The NMS proposed to be supplied shall be strictly complied as per relevant latest TEC GR (if any) at the time of bid submission. **Details of NMS Hardware (Make, Model, capacity, Operating system, and Antivirus support etc.) & Software details etc. shall be submitted by the bidder along with their bid**. The NMS Hardware & software should be of latest versions. The NMS hardware should be capable of supporting at least upto 1000 Radio equipments/ Access point/ CPE from day one. Further, the NMS software shall be upgradable to support upto 5,000 Radio equipments/ Access point/ CPE in steps of 500. **Bidder may separately quote the price for the same for future augmentation & ordering purpose.**
   2. **Power supply :**

The equipment shall meet the following requirements in respect of power supply:

* + 1. Nominal power supply is -48 Volts DC, with a variation over the range -42 to -57 Volts. The equipment should operate over this range without any degradation in performance.
    2. The equipment shall be protected in cae of voltage variation beyond above specified range and also against input reverse polarity. The bidder shall furnish the value of guaranteed input voltage upto which no reversible damage to the equipment will occur.
    3. The actual power consumption shall be furnished by the bidder.
    4. The derived DC voltages in the equipment shall have protection against over voltage, short circuit and overload.
    5. For equipment requiring AC mains, nominal AC voltage for single phase shall be 230 V with variation of -15% to +10% at 50+/- 2 Hz without any degradation in the performance.
    6. Provision of power over Ethernet may also be supported wherever required.
  1. **Protection requirements :** 
     1. The equipment shall have a terminal for grounding the Rack.
     2. Protection against short circuit / open circuit in the accessible points shall be provided.
     3. All switches / controls on front panel shall have suitable safeguards against accidental operation.
  2. **Quality requirements :**
     1. The equipment shall confirm to the requirements for Environment specified in TEC QA standards QM-333 (Issue – March, 2010) standards for Environmental testing of Telecommunication Equipments for operation, transportation and storage. The applicable tests shall be of Environment Category “B2” for indoor unit and Category “D” for outdoor unit including vibration and corrosion (salt mist).
     2. The equipment shall be manufactured in accordance international quality management system (ISO 9001:2008 for which the manufactured shall be duly accredited. A quality plan describing the Quality Assurance system of manufacturer shall be submitted along with the bid.
     3. The plug in units whose removal or insertion endanger the reliability or performance of the radio shall have suitable protection.
     4. The MTBF (Mean time between failure) and MTTR (Mean time to restore) predicted and observed values shall be furnished along with calculations along with the bid. The radio equipments & CPEs availability shall be more than 99.9%.
     5. The equipments shall be compliant to IP66 or higher.
  3. **ENGINEERING REQUIREMENTS**:
     1. The equipments shall be fully solid state and adopt state of the art technology.
     2. The equipment shall be compact & composite in construction & light-weight. The bidder shall mention the actual dimension & weight of the offered equipments.
     3. The equipments shall provide natural cooling arrangements. But the use of fan is also permissible wherever; natural cooling arrangement is not adequately available. In case of Fan failure, the reporting of the same is desirable on LCT/EMS.
     4. The mechanical design & construction of each card / unit shall be inherently robust & rigid under all conditions of operation, adjustment, replacement, storage & transport and conforming to Para 12 of BSNL QA document: QM333 ( issue 2-1998)- “ Specification for environmental testing of electronic equipment for transmission & switching use.”
     5. Each sub assembly should be clearly marked with schematic reference to show its function, so that it is identifiable from the lay out diagram in the handbook.
     6. Each terminal block & individual tags shall be numbered suitably with clear identification code and shall correspond to the associated wiring drawings.
     7. All controls, switches, indicators etc. shall be clearly marked to show their circuit diagrams and functions.
  4. **OPERATIONAL REQUIREMENTS:**
     1. The equipment shall be designed for continuous operation.
     2. The equipment shall be able to work without any degradation in saline atmosphere near coastal area and should be protected against corrosion.
     3. Visual indication to show power ON / OFF status shall be provided.
     4. Wherever the visual indications are provided, Green color for Healthy and Red color for unhealthy condition shall be provided. Some color may be used for non-urgent alarms.
  5. **EMI / EMC requirement:** The EMI / EMC requirement shall be as per clause 8.0, Chapter-1 of TEC GR No. TEC/GR/R/ISM-MOD-001/04. MAR 2016.
  6. **Automatic Power Control (ATPC):** The radio equipment shall support automatic power control (ATPC) feature/functionality to avoid the interference to the adjacent channels and overcome the problem of attenuation due to the rain. The facility to disable the ATPC function shall be incorporated. Manufacturer shall furnish the recommended detailed procedure for setting ATPC threshold in order to minimize intersystem and intra - system interference besides any side effects.
  7. The mechanical design and construction of each card / unit shall be inherently robust and rigid under all conditions of operation, adjustment, replacement, storage & transport and conforming to latest Manufacturer’s specifications/ Manual as per any one accredited International laboratory.
  8. Important Do’s and Don’ts about the operation of the equipments shall be clearly indicated, preferably at a convenient place on the equipment wherever possible, or in the equipment manual.
  9. The supplied equipments shall adopt state of the art technology. Further, it shall be of compact and composite construction and of light weight.
  10. In case of plug-in units, it shall be hot swappable to allow their removal/insertion while the equipment is in energized condition.
  11. Wherever Airlink capacity/throughput is mentioned, it is under full duplex mode.
  12. The system offered should be fully compliant to IPV4 & IPV6.
  13. **Maintenance, Performance Monitoring & supervisory signals:** The maintenance signal philosophy shall be as per ITU-T Rec. G 984.x.
  14. Remote Supervision : It shall be possible to monitor the following parameters remotely from any station through LCT or any other suitable mechanism:
* RF path failure
* RF Level / Power
* Any sub-system failure.
* BER Performance
* Equipment Power supply
* Any other Alarm status
* Latency, jitter etc

1. **Requirement of Point to Point Radio (2 Mbps to 200 Mbps):** 
   1. Radio System should be able to operate in a LOS and nLOS environment to ensure complete flexibility in choosing deployment locations.
   2. Radio System must deliver actual/net usable aggregate throughput upto 200 Mbps.
   3. Radio System should support Channel Resolution of 5 MHz.
   4. The bidder shall specify the maximum Power (Tx Power on Antenna Port), reducible in steps of 1 dBm to maintain 36dBm EIRP.
   5. Radio system should have Channel Accuracy ± 10 PPM.
   6. The Radio should have the feature of mitigation of mutual interference between multiple radios installed at same site/tower.
   7. The radio should support synchronization mechanism of transmission timing of different Sites in order to eliminate mutual interference between multiple sites.
   8. Radio must support automatic channel selection or dynamic frequency selection.
   9. Radio must have inbuilt Spectrum analyzer tool.
   10. Radio System Should support Error Correction Method. The bidder shall specify the Error Correction Method.
   11. Radio should support Framing/Coding IEEE802.3/U standard.
   12. Software upgrade-

(i) Radio System should support the upgradation of firmware/software over the air

(ii) Radio System should support Scheduled / Delayed SW upgrade.

(iii) Radio System should support Bulk software upgrade of multiple site equipment.

(iv) System should support software backup and restore functionality

* 1. The Radio should have inbuilt tool to check available throughput & efficiency of the link to avoid additional cost on external hardware based testers.
  2. The Radio should support these VLAN features-

i) User must be able to define VLAN for management and data traffic

ii) Double tagging(Q in Q)

Iii) VLAN transparent

* 1. The Radio should support AES-128 encryption and vendor should provide necessary certifications.
  2. The radio must have provision of Initiation of software reset command to either side radio from Link management software.
  3. The radio should support MAC address locking between two radios of the link for added security and prevent pilferage of information over the radio link.
  4. The Radio should support the lightening protection as per EN 61000-4-5, Class 3 (2kV) standard.
  5. The Radio system shall be able to limit broadcast rate.
  6. The bidder shall specify the latency & PPS of the radio link.

1. **Requirement of Point to Multi-Point Radio (2 Mbps to 200 Mbps):**
   1. The radio should support synchronization mechanism of transmission timing of different Sites in order to eliminate mutual interference between multiple sites.
   2. The Radio should support AES-128 encryption and vendor should provide necessary certifications.
   3. The radio system shall use TDMA mode & should ensure that nodes transmit in the allocated timeslot.
   4. The SSID/Link ID should be in encrypted form over the air preventing sniffing by other vendor products.
   5. The bidder shall specify the enclosure of the radio system with necessary certifications.
   6. Radio System must deliver actual/net usable aggregate throughput upto 200 Mbps.
   7. The bidder shall specify the Base station sector maximum Power (Tx Power on Antenna Port).
   8. The Base station sector radio should support 60/90/120 degree coverage sector antenna which can be either Integrated or External antenna.
   9. The Radio System must have build-in Spectrum analyzer tool to find the best available frequency to be used and show results of Base station sector and all CPE sites as well.
   10. The Radio should support Dynamic Bandwidth Allocation.
   11. The radio system should have the feature of controlling assured bandwidth management for each connected CPE, any obstruction/interference at one CPE should not have impact on the performance of other CPEs in the same sector.
   12. **Software upgrade-**

(i) Radio System should support the upgradation of firmware/software over the air

(ii) Radio System should support Scheduled / Delayed SW upgrade.

(iii) Radio System should support Bulk software upgrade of multiple site equipment.

(iv) System should support software backup and restore functionality

* 1. The system should have the feature of bulk backup of software & configuration of entire sector and associated CPEs to enable ease of restoring configuration or upgrade/downgrade.
  2. User must be able to define separate VLAN for management and data traffic, to isolate management traffic from user data traffic.
  3. The system should have the feature of indications of current modulation available & identify interference/performance.
  4. Radio should support Framing/Coding IEEE802.3/U standard.
  5. The radio should have provision to enable/disable access via Telnet/Web interface for preventing unauthorized access.
  6. The radio system should have provision to disable temporarily connection to network behind the CPE for diagnostic purposes such as broadcast/multicast storm from customer network.
  7. The bidder shall specify the latency & PPS of the radio link.

1. **Requirement of Customer Premises Equipment (CPE)/Customer end equipment:** 
   1. The CPE should operate in unlicensed frequency band as per provisions of latest NFAP and the channel bandwidth of 5/10/20/40 MHz (user configurable) shall be supported.
   2. The CPE must deliver actual/net usable aggregate throughput upto 200 Mbps.
   3. The CPE should support dual stack IPv4 & IPv6 IP Address.
   4. The CPE shall have In-built Concurrent Dual Band Wi-Fi/Hotspot support as per IEEE 802.11ac & IEEE 802.11a/b/g/n.
   5. The CPE shall support Various WAN connection types - DHCP, Static IP, PPPoE, L2TP, PPTP, WISP etc.
   6. The CPE shall support Various Multiple wireless modes - Access Point, Client, WDS, AP+WDS, Client+Repeater etc.
   7. The CPE shall support multiple functions for the wireless interface: several security standards (WEP, WPA/WPA2), MAC address filtering, WPS, WMM etc
   8. The CPE should have the provision for AES & TKIP encryption.
   9. The CPEs/Modems shall support Ethernet Data. The data payload can be voice, data or video signals and can carry any type of signaling as per the interworking requirements.
   10. The bidder shall specify the maximum Power of CPE.
   11. CPE radio should support Automatic Transmit Power Control (ATPC) to limit the power and reduce unnecessary interference to other CPEs in the proximity.
   12. CPE radio should support smart dynamic assured capacity controlled by Base station.
   13. To support multiple applications and traffic requirements, the radio should support Symmetric & Asymmetric Transmission in any direction.
   14. CPE Radio should support adaptive channel modulation (ACM).
   15. The CPE radio must have provision of Initiation of soft reset command from Link management software.
   16. The CPE unit configuration should be either through console or web console without requirement of any software loading done externally.
   17. The CPE shall be compatible with commercially available client software in Windows Vista, Windows 7 / 8 /10, Linux, Apple and Mac OS for Ethernet & Wireless interfaces.
   18. **Accessories:** The CPE kit shall include Power Adapter along with power feeding cable & Instruction manual.
   19. **Software upgrade-**

(i) Radio System should support the upgradion of firmware/software over the air.

(ii) Radio System should support Scheduled / Delayed SW upgrade.

(iii) Radio System should support Bulk software upgrade of multiple site equipment

* 1. The CPE/Modem interface shall be equipped with one or more Ethernet Port. The Ethernet port shall be as per IEEE 802.3 (Fast Ethernet) & TEC standards G.R. No. GR/SLC-01/02 SEPT 2005.

1. All the supplied equipments shall comply with the relevant TEC GR (if any).

**Note:** All the TEC GR mentioned above shall include the latest amendment, if any.

**SECTION VII (PART-I)**

**BID FORM**

Tender No. ............................. Date: .................

To

**DGM (MM)**

MAHANAGAR TELEPHONE NIGAMLIMITED, CORPORATEOFFICE

NEWDELHI.

Dear Sir,

* + 1. Having examined the conditions of contract and specifications including addenda Nos......................the receipt of which is hereby duly Acknowledged, we, undersigned, offer to supply and deliver .............................................. in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
    2. We undertake, if our Bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your purchase order.
    3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ Rs. xx 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 ........................ 2018.

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 (Table-1)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl  No. | Item Description | HSN Code | Quantity | Basic Unit Price CIF-destination inclusive of Freight, Forwarding Packing, insurance and any other incidental charges | Discount offered if any on Basic unit price | Basic Unit Price CIF-destination 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 (4) x (10) | GST Credit Eligible Amount | 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 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

**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. The bidder shall quote separately for hardware and software as per special conditions of the contract.
3. 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.
4. 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 VII (Part-II)**

**PRICE SCHEDULE FOR IMPORTED EQUIPMENT (Table-2)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl.No. | Item Description | CUSTOM TARRIF HEAD | Quantity | Unit Price eligible for basic Custom Duty | Basic Custom Duty component | | Basic Unit Price CIF -destination inclusive of Freight, Forwarding, Packing, insurance and any other incidental charges | Discount offered if any | Basic Unit Price CIF -destination inclusive of Freight, Forwarding, Packing, insurance and any other incidental charges after discount, if any | IGST | | Unit Price inclusion of BCD & IGST | Total Price (4 x 12) | GST Credit Eligible Amount | Net cost to MTNL excluding GST Credit Eligible Amount (13-14) |
| % | Amount | % | Amount |
| **1** | **2** | **3** | **4** | **5** | **6a** | **6b** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**NOTE:**

1. “We hereby certify that Customs Tariff Head shown in Col. 3 are correct and IGST rates and the amount shown in Col. (10), (11) above is correct. The amount as mentioned in Column (14) is admissible as per GST credit Rules”.
2. The bidder shall quote separately for hardware and software as per special conditions of the contract.
3. “The bidder submitting the offer with concessional Integrated Goods and Services Tax (GST) shall submit the proof of applicable concessional IGST. In case the concessional IGST 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 14.
4. In case of bidder registered under Composite Scheme of GST or any rule/notification where the MTNL is not eligible for input tax credit then the bidder should not disclose any amount in column (10) and (11) and also fill the amount as “NIL” in the column “GST Credit Eligible” in column 14.

**SECTION-VII (PART-II)**

**Table- 3**

**PPRICE SCHEDULE FOR SERVICES**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item** | **%age of Equipment price** | **Basic Price ( Rs.)** | **GST** | | **Price including GST** | **GST Credit eligible amount** | **Net cost to MTNL excluding GST Credit Eligible Amount** |
| **(Rs.)** | **( Rs.)** |
|  |  |  | **Rate (%)** | **Amount (Rs.)** |  |  |  |
| 1 | 2 | 3 | **4** | **5** | 6 | 7 | 8 |
| Cost of Installation, Testing & Commissioning |  |  |  |  |  |  |  |
| Cost of Training (Installation, Testing, Integration / /Operation &maintenance level training - 15 man days |  |  |  |  |  |  |  |
| **Total** |  |  |  |  |  |  |  |

**SECTION-VII (PART-II)**

**Table-4**

**Price Schedule for AMC of Eqpt. at Sl. No. 1 , 2 ,3,4,5,6 & 7 of SOR [as applicable] Section-V (Five years after one year warranty- Hardware & Software)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item** | **%age of Equipment price** | **Basic Price ( Rs.)** | **GST** | | **Price including GST**  **( Rs.)** | **GST Credit eligible amount** | **Net cost to MTNL excluding GST Credit Eligible Amount**  **( Rs.)** |
|  |  |  | **Rate ( %)** | **Amount ( Rs.)** |  |  |  |
| 1 | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| AMC for Year One |  |  |  |  |  |  |  |
| AMC for Year Two |  |  |  |  |  |  |  |
| AMC for Year Three |  |  |  |  |  |  |  |
| AMC for Year Four |  |  |  |  |  |  |  |
| AMC for Year Five |  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |  |

**Note:** For items quoted by the bidder in their price bids/ SOR but not ordered (fully or partially) by MTNL, pro-rata reduction in AMC charges shall be applicable at the time of issue of P.O.

**SECTION-VII (PART-II)**

**Table- 5**

**List of spares ( 2%) along with their prices for one year after warranty / AMC period, for items at Sl. No. 1 , 2, 3, 4,5,6 & 7 [as applicable] of SOR, Section-V.**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S.No.** | **Item** | **Quantity** | **Basic Price ( Rs.)** | **GST** | | **Unit Price including GST (Rs.)** | **Total Price (2x5)** | **GST Credit eligible amount** | **Net cost to MTNL excluding GST Credit Eligible Amount (Rs.) [6-7]** |
|  | **1** | **2** | **3** | **4a** | **4b** | **5** | **6** | **7** | **8** |
|  |  |  |  | **Rate (%)** | **Amount (Rs.)** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Total** |  |  |  |  |  |  |  |  |

**Note:** The spares quoted should meet purchaser’s requirement of one year. Any deficiency in quoting the spares and if required by purchaser in one year shall be given by bidder free of cost.

**Section VII**

**(Part II)**

**Table- 6**

**FINAL COST OF THE PROJECT**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No** | **Item** | **Total Price ((after all discounts and all expenses & incidental charges) including all duties & taxes (Rs.)** | **GST Credit Eligible Amount** | **Net cost to MTNL excluding GST Credit Eligible Amount**  **(C-D)** |
| **A** | **B** | **C** | **D** | **E** |
| **1** | Total equipment price for Indigenous equipment (Table-1) | As per column 11 of Table-1 | As per column 12 of Table-1 | As per column 13 of Table-1 |
| **2** | Total equipment price for Imported equipment (Table-2) | As per column 13 of Table-2 | As per column 14 of Table-2 | As per column 15 of Table-2 |
| **3** | Total cost of services (Table-3) | As per column 6 of Table-3 | As per column 7 of Table-3 | As per column 8 of Table-3 |
| **4** | Total Cost of AMC (Table-4 ) | As per column 6 of Table- 4 | As per column 7 of Table- 4 | As per column 8 of Table- 4 |
| **5** | Total Cost of Spares (Table-5) | As per column 6 of Table-5 | As per column 7 of Table-5 | As per column 8 of Table-5 |
|  | **GRAND TOTAL** |  |  |  |

**SECTION VIII**

**BID SECURITY FORM**

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

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or

2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

(a) fails or refuses to execute the Contract, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owning 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 13.1 and 13.3 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/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Dated the day of

for

(Indicate the name of bank)

**\*\*\*\*\***

**SECTION-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 Schedulerelated 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**

**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:
   1. PRINCIPAL is committed to have most ethical and corruption free business dealings with Bidder(s)/contractor(s).
   2. 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.
   3. 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.
   4. The Principal will exclude from the process all known prejudiced persons.
   5. PRINCIPAL will honour its commitments and make due payments to The Bidder(s)/Contractor(s) in a timely manner.
   6. 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.
   1. 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.
   2. 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.
   3. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use impropriety, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   4. 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.
   5. The Bidder(s)/Contractor(s) will not make any false or misleading allegations against the principal or its associates.
   6. The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL
   7. The Bidder(s)/Contractor(s) will promote and observe best ethical practices within its organization.
   8. 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
      1. If comes to know of any unethical or illegal practice in PRINCIPAL.
      2. If he makes any payment to any PRINCIPAL Associate.

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

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

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

#### Section 4 - Compensation for Damages

* 1. 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.
  2. 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.

* 1. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

1. The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MTNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, MTNL within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD, MTNL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MTNL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word **‘Monitor’** would include both singular and plural.

**Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**(Office Seal) (Office Seal)**

**Place -------------------**

**Date -------------------**

**Witness 1:**

**(Name & Address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness 2:**

**(Name & Address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure-A to Section-X**

# Guidelines of MTNL on Banning of Business Dealings

1. **Introduction**
   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.
   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.

1. **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 gency.

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 throughout the Company including Subsidiaries.

ii) Depending upon the gravity of the alleged misconduct the investigation report with all relevant details shall be placed before a Committee consisting of the following:

1. ED (Operations), C.O.MTNL

2. ED (Delhi), MTNL

3. ED (Mumbai), MTNL

4. Legal Advisor (Corporate Office

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

iii) The comments / recommendations of the Committee shall be placed before MTNL Directors’ Committee (MDC). If MDC opines that it is a fit case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, MDC will consider & award decision on case.

v) The decision of the MDC shall be communicated to the agency.

**8. SHOW-CAUSE NOTICE**

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

8.2 If the Agency requests for inspection of any relevant document in possession of MTNL, necessary facility for inspection of documents may be provided.

8.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For banning the business dealing with the Agency.

8.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

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

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

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

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

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

11.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

11.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

11.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MTNL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

11.4 Based on the above, Units may formulate their own procedure for implementation of the Guidelines.

**\*\*\*\*\*\*\***

**Section XI**

**Special instructions to Bidders for e-Tendering**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, MTNL has decided to use the portal **https://www.tcil-india-electrionictender.com** through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**INSTRUCTIONS**

**TENDER BIDDING MTHODOLOGY**:

Sealed Bid System

* Two Stage Two Envelope

Auction

-The sealed bid system would be followed by an ‘e- Reverse Auction’ ( If necessary)

**Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   * Query to *MTNL* (Optional)
   * View response to queries posted by *MTNL*
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

1. Post-TOE Clarification on ETS (Optional)

– Respond to *MTNL* Post-TOE queries

1. Attend Public Online Tender Opening Event (TOE) on ETS
   * Opening of relevant part (ie Financial-Part)

(Only for Technical Responsive Bidders)

12. Participate in e-Reverse Auction on ETS ( If applicable )

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**DIGITAL CERTIFICATES**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**REGISTRATION**

To use the Electronic Tender® portal [**https://www.tcil-india-electrionictender.com**](https://www.tcil-india-electrionictender.com), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

|  |
| --- |
| TCIL/ ETS Helpdesk |
| Telephone/ Mobile | *Customer Support: +91-11-26202699 (From 10 AM to 6 PM Monday to Friday except on Govt. Holidays)*  *Emergency Mobile Numbers: +91-9868393775, 9868393792* |
| E-mail ID | *ets\_support@tcil-india.com*  *[Please mark CC:* [*support@electronictender.com*](mailto:support@electronictender.com)*]* |

|  |
| --- |
| *MTNL* Contact |
| *MTNL* Contact Person | *Mr. Sanjay Chaudhary* |
| Telephone/ Mobile | Telephone/ Mobile 011-24328637 [between 10:00 Hrs to 17:45 Hrs on working days] |

**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

* Submission of Bid-Parts/ Envelopes
* Technical-Part
* Financial-Part

**OFFLINE SUBMISSIONS**:

*The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.*

*Contact Person Name Mr. Sanjay Chaudhary*

*Address Mahanagar Doorsanchar Sadan*

*Room No. 5310, 5th floor, CGO Complex Lodhi Road New Delhi-110003*

***The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).***

1. *Original copy of the Bid Security in the form of a Bank Guarantee.*
2. *Pass phrase*
3. *Power of Attorney.*
4. *DD/ Bankers cheque of requisite amount against payment of tender fee/ Cost of Tender Documents*
5. *‘ETS Bidding Fee’ for use of ETS is required to be paid online.* ***Note****: Failure to pay this amount will result in rejection of the bid.*

***Note:*** *The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.*

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the ‘Main-Bid’, the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to UTITSL office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**OTHER INSTRUCTIONS :**

For further instructions, the vendor should visit the home-page of the portal **https://www.tcil-india-electrionictender.com**, and go to the **User-Guidance Center**

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

**SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

* + - 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
      2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
      3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
      4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
      5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

**NOTE :**

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

**Minimum Requirements at Bidder’s End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above), Broadband connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s)

Pl. note Windows XP is not supported on ETS Portal of TCIL w.e.f 30th April 2015. The minimum Operating System requirement for end-user would be Windows 7 or above.

**Vendors Training Program**

One day training (10:00 to 17:00) would be provided by TCIL. Training is optional.

# Section XII

# Agreement with Regard to Security Requirements

This AGREEMENT is made and entered into at New Delhi on this the [●] day of [●], 2017

BY AND BETWEEN

Mahanagar Telephone Nigam Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Mahanagar Doorsanchar Sadan, 9 , CGO Complex, Lodhi Road, New Delhi - 110003 (hereinafter referred to as “MTNL” , which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART;

AND

[●], a company incorporated under the Companies Act, 1956 and having its registered office at [●] (hereinafter referred to as the “Supplier” or the “Vendor”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) of the OTHER PART.

(MTNL and the Supplier/Vendor shall be collectively called as the “Parties” and individually a “Party”.)

# RECITALS

1. The Vendor has been awarded the Tender bearing no [●]..................................................................................................... in MTNL Delhi (“Tender”).
2. Pursuant to the provisions of Clause [●] of Part [●] of Section [●] of the Contract, the Parties are executing this Agreement, subject to the terms and conditions as provided hereinafter.

# NOW THEREFORE, IN CONSIDERATION OF MUTUAL REPRESENTATIONS, COVENANTS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Definition & Interpretation**
   1. **Definitions**

Unless the context otherwise requires, the different terms and expression used in this Agreement shall have the meaning assigned to them for the purpose of this Agreement:

**“**Access” shall mean the interconnection with MTNL Systems or access to or use of MTNL Information stored on MTNL Systems through interconnection with MTNL Systems or access to or use of MTNL Information stored on Vendor Systems.

“Applicable Laws” shall mean any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Governmental Authority as interpreted and administered including any modifications or amendments thereto.

“Authorised” shall refer to the approval by MTNL of the Access as part of the authorization process and the Vendor Security Contact has a record of this authorization. The term “Authorization” shall be construed accordingly.

“Contract” means Purchase Order or PO or the order placed by the purchaser on the supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.

“Commencement Date” shall mean the date when the Agreement is executed

“Contract Personnel” means dedicated resources of the Vendor in terms of employees, subcontractors including employees of sub-contractors and agents including agent’s sub-contractors and their employees engaged for the purpose of this Agreement.

“End Date” shall have the meaning assigned to it in Clause 16.1.

“Escrow Information” shall have the meaning assigned to it in Clause 7.11 (a).

“Governmental Authority” shall mean any governmental authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making body/ entity having or purporting to have jurisdiction on behalf of the Republic of India or any other government having or purporting to have jurisdiction over a Party, or any state or other subdivision thereof or any municipality, district or other subdivision thereof including, without limitation, the Chairman, Department of Telecommunications, Ministry of Communications, Government of India and/or any other telecom regulatory authority, including Telecom Engineering Center, having competent jurisdiction; and/or Chairman, Telecom Regulatory Authority of India, and includes any officer empowered by them to perform all or any of the functions of such a governmental authority.

“Information" shall mean technical, financial and commercial information and data relating to Party’s respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms.

“Licensor” shall mean the Department of Telecommunications, Ministry of Communications & IT, Government of India.

“Personal Data” shall comprise of customer details and Call Detail Records (CDR).

“Sensitive Information” shall mean any MTNL Information marked as classified as per MTNL’s data classification policy or deemed business critical. This also includes any other data, or element of information, notified as such by the Government (e.g. IT Act 2000).

“Security Standards” shall mean all the relevant contemporary standards associated with national and international security standard related to IT & Telecom equipment hardware and software and those related to information & communication security, including but without limitation to ISO 27000 series, ISO/ IEC15408, 3GPP, 3GPP2, WiMAX etc. and as evolved from time to time.

“Subcontractor” shall mean any person, partnership or corporation with whom the Vendor places a contract and/or an order for the supply of any equipment, item, service or for any work in relation to the purpose of this Agreement. The term "Subcontract" shall be construed accordingly.

“Supplies” shall mean all components, materials, plant, tools, test equipment, documentation, hardware firmware, software, spares parts, services and all the things & items to be provided to MTNL pursuant to the Agreement together with all Information and work the Agreement requires to be supplied or performed for MTNL.

“Term” shall mean the term of this Agreement starting from the Commencement Date upto the End Date.

“MTNL” shall mean Mahanagar Telephone Nigam Limited who has been issued the CMTS license under section 4 of Indian Telegraph Act 1885 by the Licensor, Government of India.

“MTNL Group Security” shall mean the security organization based within the MTNL.

“MTNL Information” shall mean all data including data, text, image, sound, voice, codes, circuit diagrams, core & applications software and database, intellectual property as well as personal, public, operational and services data in MTNLs custody which is received by and/or which are supplied/ shared with Vendor for the purpose of this Agreement or are obtained by the Vendor on behalf of MTNL.

“MTNL Items” shall mean all items provided by MTNL to the Vendor and all items held by the Vendor which belong to MTNL.

“MTNL Regulatory Contact” shall mean in-charge of MTNL Regulatory operations or such other person whose details shall be notified by MTNL to the Vendor from time to time.

“MTNL Security Contact” shall mean in-charge of MTNL security operations centre or such other person whose details shall be notified by MTNL to the Vendor from time to time.

“MTNL Systems” shall mean any MTNL computer, application, databases, network infrastructure, network elements and appliances, core and applications software or such other systems as may be agreed in writing from time to time between MTNL and the Vendor.

“Vendor” shall mean the vendor who supplies equipment, software to the MTNL for the purpose of installation, testing, commissioning of the MTNL’s networks under the Contract.

“Vendor Security Contact” shall mean such person whose details shall be notified by the Vendor to MTNL from time to time for such purpose.

“Vendor Regulatory Contact” shall mean such person whose details shall be notified by the Vendor to MTNL from time to time for such purpose.

“Vendor Systems” shall mean any Vendor owned computer hardware or software, application database or network elements / appliance or such other systems as may be agreed in writing from time to time by MTNL and the Vendor, which are used by the Vendor to comply with its obligations under the Contract.

# Interpretation

Unless otherwise stated or unless the context otherwise requires, in this Agreement:

1. the headings, whether of Clauses or other parts of the Agreement, are for ease of reference only and shall not be relevant to interpretation;
2. the references to the Recitals, Clauses, Schedules and Annexures shall be references to the recitals, clauses, schedules and annexures of this Agreement;
3. words importing the singular shall include plural and vice versa;
4. words denoting any gender shall include all genders;
5. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
6. references to statutes or statutory provisions include references to any orders, or regulations made there under and references to any statute, provision, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date thereof.

# Scope

This Agreement sets out the provisions under which the Vendor will be able to supply equipments and services and be granted Access to MTNL Systems, network, equipments, data and facilities and MTNL Information including Sensitive Information for the purpose of . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . in MTNL Delhi and Mumbai as per the Contract.

# International Security Standard Certification

The Vendor shall have contemporary relevant Security standard certification and shall comply with the provisions of security standards certification with respect to Telecom & IT equipment hardware and software and those related to information & communication security management, such as ISO 15408 standards as applicable to IT and IT related products, ISO 27001 for Information Security Management System, standards used by other relevant standard formulation bodies for Telecom equipment like 3GPP, 3GPP2, ITU standard etc or equivalent acceptable international standards or certification. Based on the requisite testing to be conducted at their labs, Vendors will certify their own equipments as required under this clause. IT related elements in the telecom networks of the concerned OEMs, which are already ISO 15408 certified will be accepted as certified. Vendor will submit a relevant Self certificate based on test reports in this regard.

# Security Requirements:

The Vendor shall comply with following security policies:

# General

* + 1. The Vendor shall be authorized to access only MTNL Systems and Information in accordance with the provisions of this Agreement and only during the Term of this Agreement.
    2. The Vendor shall identify to the MTNL, details of Vendor Security Contact at the Commencement Dat e who will act as a single point of contact for MTNL, such as a senior manager or CIO responsible for security, for any security issues. This responsibility shall be detailed within his/her job description. It is clarified that the Vendor Security Contact shall be a security cleared Indian national. The security clearance for the Vendor Security Contract will be applied, within one month of date of submission of necessary document by the vendor to MTNL.
    3. As part of the Authorisation process, details of Vendor’s Contract Personnel that need Access will be requested by MTNL. The Vendor Security Contact shall at all times ensure that only Contract Personnel who have a need to Access in order to fulfill the purpose of this Agreement are Authorised. This Authorization and any changes in the Contract Personnel would be notified by the Vendor for the information and for the approval (wherever applicable) of the MTNL.
    4. Pursuant to Clause 4.1.3 above, the Vendor acknowledges that only the Contract Personnel having requisite training, (i.e. the Contract Personnel should have requisite training and self certification in this regard to be provided by the Vendor] , are Authorized to access the MTNL System.
    5. The Vendor shall have a well defined Information Security policy compliant with ISO/IEC 27001:2005 or have equivalent standards.
    6. The Vendor shall ensure that they have information security organization in place to implement the provisions of MTNL’s information security policies. The Information Security responsibilities of all Vendor employees working for MTNL shall be defined and communicated.
    7. The Vendor shall establish and maintain contacts with special interest groups to ensure that the understanding of the information security environment is current, including updates on security advisories, vulnerabilities and patches.
    8. The Vendor, may conduct a Risk Analysis and ensure that all risks due to its own and subcontractors’ operations with MTNL are identified, measured and mitigated as per the MTNLs requirements. The Risk Assessment report may be required to be shared with the Chief Security officer/CISO of MTNL.

# Physical Security

* + 1. All Contract Personnel including sub contractors and their employees, agents and their employees of the Vendor working on MTNL premises shall be in possession of a MTNL Identification or Electronic Access Control (“MTNL ID/EAC”) card. This card is to be used as a means of identity verification on MTNL premises at all times and as such the photographic image displayed on the MTNL ID/EAC card must be clear and be a true likeness of the Contract Personnel. If the MTNL has any advanced identity verification systems the same would also apply. MTNL and Vendor will mutually agree to re- define such verification measures from time to time.
    2. All Contract Personnel including sub contractors and their employees, agents and their employees of the Vendor accessing premises (sites, buildings or internal areas) , where MTNL Information is stored or processed, shall be in possession of an Identification or Electronic Access Control (“ID/EAC”) card. This card is to be used as a means of identity verification on these premises at all times and as such the photographic image displayed on the ID/EAC card must be clear and be a true likeness of the Contract Personnel or the Subcontractor or the Vendor’s employees, subcontractors and agents. If the MTNL has any advanced identity verification systems the same would also apply. MTNL and Vendor will mutually agree to re-define such verification measures from time to time.
    3. The Vendor shall not (and, where relevant, shall require that any Contract Personnel shall not) without the prior written Authorisation of the MTNL Security Contact connect any equipment, device or software to any MTNL System and where it is not intended to be connected at a point in the MTNL system.
    4. The Vendor shall be able to demonstrate that it has put proper procedures in place to deal with security threats directed against MTNL whilst safeguarding MTNL Information.
    5. The Vendor and/or its Contract Personnel shall not access MTNL’s electronic systems without first obtaining the written consent of the MTNL Security Contact.
    6. The Vendor’s Access to sites, buildings or internal areas where MTNL Information is stored or processed, shall be as Authorised and the Vendor and all its Authorised personnel shall adhere to robust processes and procedures as mutually agreed upon to ensure compliance.
    7. The Vendor shall not conduct recording, photography or videography at MTNL premises that captures any MTNL Information, without prior authorization from the MTNL Security Contact.
    8. If already available at the MTNL Premises, CCTV security systems and their associated recording medium shall be used by the MTNL/Vendor either in response to security incidents, as a security surveillance tool, as a deterrent or as an aid to the possible apprehension of individuals caught in the act of committing a crime. As such, these systems shall be Authorised by appropriate MTNL Security Contact when used by Vendor.
    9. The Vendor shall maintain a controlled record of all assigned MTNL physical assets and assigned MTNL Items to them.
    10. The local area surrounding the Vendor’s facilities at MTNLs premises over which Vendor has authorized control shall be physically inspected for security risks and threats by the Vendor in case of any abnormal activity / incident found / observed shall report the same to MTNL.
    11. The Vendor shall disable the Access immediately if any Contract Personnel no longer require Access or has changed roles for any reason whatsoever or whose integrity is suspected or considered doubtful or as may be notified by MTNL in accordance with clause 4.3.1.

# Logical Security

* + 1. The Vendor shall notify MTNL immediately if any Contract Personnel no longer requires Access or changes role for any reason whatsoever thus enabling MTNL to disable or modify the Access rights.
    2. The Parties shall, implement agreed security measures across all supplied components and materials including software & data to ensure safeguard and confidentiality, availability and integrity of MTNL Systems and MTNL Information, Parties shall prepare documentation in relation to the implementation of logical security and shall ensure that it has such security as:

1. prevents unauthorised individuals e.g. hackers from gaining Access to MTNL Systems; and
2. reduces the risk of misuse of MTNL Systems or MTNL information, which could potentially cause loss of revenue or service (and its Quality) or reputation, breach of security by those individuals who are authorized to Access it; and
3. detects any security breaches that do occur enabling quick rectification of any problems that result and identification of the individuals who obtained Access and determination of how they obtained it.

# Information Security

* + 1. The Vendor shall not use MTNL Information for any purpose other than for the purposes for which they were provided to the Vendor by MTNL and only to the extent necessary to enable the Vendor to perform as per this Agreement .
    2. The Vendor shall ensure that all information security requirements in this Agreement are communicated including in writing to all Contract Personnel in relation to their role.
    3. The Vendor shall ensure procedures and controls are in place to protect the exchange of information through the use of emails, voice, facsimile and video communications facilities.

# Contract Personnel Security

* + 1. The Vendor shall ensure that the MTNL Info**r**mation provided under this Agreement is used only to the extent necessary to enable the Vendor to perform its obligations as per the terms of this Agreement. All Contract Personnel shall sign a confidentiality agreement either as part of their initial terms and conditions of employment or when they start working in MTNL buildings or on MTNL Systems and MTNL Information. These confidentiality agreements shall be retained by the Vendor and shall be made accessible to MTNL, if required.
    2. The Vendor shall deal with breaches of security policies and procedures, including interfering with or otherwise compromising security measures, through a formal disciplinary process.
    3. The Vendor shall provide a 'whistleblower' facility, available to all staff, with all MTNL related issues reported back to the MTNL Security Contact to the extent permissible by the law in a location in India where the Vendor is providing the services. . For the avoidance of doubt, this facility shall be used by the Contract Personnel if MTNL’s employee, agent or contractor instructs Contract Personnel to act in an inconsistent manner in violation of the Agreement.
    4. The Vendor shall ensure that in respect to any Contract Personnel assigned to this Agreement, it shall carry out recruitment checks in accordance with its policies.
    5. The Vendor shall ensure that all Contract Personnel maintain a clear-desk and a clearscreen policy to protect MTNL Information, as per its internal policy.
    6. The Vendor shall ensure that an auditable process is developed for the ongoing control and management of Contract Personnel access profiles.
    7. The Vendor shall, and shall procure that if a Contract Personnel’s job or role has been changed or terminated, such Contract Personnel shall securely destroy any MTNL Information received in a recorded form from MTNL (or has recorded received MTNL Information) in accordance with its internal policy. Vendor may retain one copy of such information for archival policy provided it does so in a secure manner.
    8. The vendor may perform the above activities as per its internal policy, which shall be shared with MTNL from time to time.

# Additional Security Policies

* + 1. The Vendor shall have documented operating procedures to discharge the security requirements detailed within this Agreement and provide MTNL with access to such documentation in accordance with “Access to Vendor systems” as stipulated in this Agreement.
    2. The Vendor shall implement a controlled exit procedure in respect of the individual Contract Personnel to ensure the return of any MTNL assets or MTNL Items or MTNL Information in the possession of the individual when any of the Contract Personnel who have Access, leave the employment of the Vendor or are no longer engaged for the purpose of this Agreement. Such controlled exit procedure shall include a written communication by the Vendor Security Contact to MTNL Security Contact of this removal.
    3. The Vendor shall inform the MTNL Security Contact immediately upon its becoming aware of any actual or suspected unauthorised Access or misuse of MTNL Systems or MTNL Information or breach of any of the Vendor's obligations under this Agreement.
    4. The Vendor shall maintain integrity of the software build including upgrades, operating systems and applications from factory to desk. The Vendor shall demonstrate that the software build (both proprietary and off-the-shelf) delivered to MTNL is the same as the software build agreed with MTNL. The software as provided by Vendor should not have any known viruses or malware which could hamper security including any unauthorized leakage of MTNL Information including Sensitive Information.
    5. Any change of location by the Contract Personnel or Vendors support centers shall be notified to MTNL.
    6. Where Vendor uses subcontractors, MTNL may require that the associated security risks are clearly identified and assessed by MTNL Group Security or the appropriate MTNL line of business security team. This will ensure that any unacceptable security risks are identified and addressed. This in anyway shall not reduce the Vendor from being responsible to MTNL for its obligations to be performed under this Agreement relating to security.
    7. Where Vendor uses subcontractors, formal contracts containing all necessary security requirements shall be put in place between the Vendor and its subcontractor before the Subcontractor or its personnel can access MTNL Systems and MTNL Information or occupy space in MTNL’s buildings or space in the Vendor’s building that is used to access, hold or process MTNL Information.
    8. MTNL may update from time to time, security related policies, guidelines, standards and requirements. MTNL will incorporate such updates by reference which shall be notified in writing by MTNL to the Vendor promptly. If the Vendor has an issue with such updates, the Vendor shall promptly detail its concerns to MTNL in writing.
    9. The Vendor shall record and maintain detailed information of all Contract Personnel who are authorized to Access MTNL Systems or MTNL Information.

# Access to MTNL Systems

* 1. Subject to the provisions of this Agreement, the MTNL allows (so far as it can and is able to do so) the Vendor, to have Access solely for the purpose as contemplated herein during the Term of this Agreement.
  2. In relation to Access, the Vendor shall (and, where relevant, shall require that all Contract Personnel shall):

1. ensure each individual Contract Personnel has a unique user identification and password known only to such user for his/her sole use.
2. ensure Contract Personnel never share user identification, passwords or security tokens.
3. promptly provide to MTNL such agreed reports as MTNL shall from time to time require concerning the Vendor’s use and security of Access and any related matters to Access.
4. ensure onward bridging or linking to MTNL Systems is prevented unless authorised by MTNL.
5. use all reasonable endeavors to ensure no viruses or malicious code like malware, spyware, key logger, bots (as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromisation of MTNL Systems or MTNL Information, while meeting out the obligations under the Contract.
6. use reasonable endeavours to ensure that personal files which contain information, data or media with no relevance to the purpose, are not stored on MTNL building servers or MTNL centralised storage facilities or MTNL Systems.
   1. If MTNL has provided the Vendor with Access to the Internet/Intranet, the Vendor shall, and shall ensure that the Contract Personnel, access the Internet/Intranet appropriately. It is the Vendor’s responsibility to ensure that practical guidance on internet and email abuse (as amended) is communicated to the Contract Personnel from time to time.
   2. The Vendor sh all ensure that all Contract Personnel, subject to the Clauses headed “Regulatory Matters” and “Confidentiality” comply with classifying and handling of Information.
   3. Any security software procured by the Vendor shall be used by the Vendor without modification, unless there is an essential need to do so, in which case appropriate controls shall be applied and the agreement of MTNL Group Security sought.

# Access to Vendor Systems

* 1. If Contract Personnel is granted Access to Vendor Systems having bearing on MTNL data, information or network, the Vendor shall:

1. ensure each individual has a unique user identification and password known only to such individual for his/her sole use.
2. promptly provide to MTNL such agreed reports as MTNL shall from time to time require, concerning the Vendor’s use and security of access to Vendor Systems.
3. allow Access required only to enable the Contract Personnel perform their duties.
4. allow Access using a secure login process.
5. establish and implement formal procedures to control the allocation and de- allocation of Access rights.
6. ensure that the allocation and use of enhanced privileges and access to sensitive tools and facilities in Vendor Systems are controlled and limited to only those users who have a business need.
7. ensure that the allocation of user passwords to Vendor Systems that hold or access MTNL Information is controlled through a formal auditable management process.
8. provide processes to demonstrate that remote and home working activities are only permitted subject to appropriate security controls within the Vendor’s organisation including but not limited to remote Access by users being subject to strong authentication.
9. demonstrate that users follow security best practice in the management of their passwords.
10. implement a password management system which provides a secure and effective interactive facility that ensures quality passwords.
11. ensure that user sessions are terminated after a defined period of inactivity.
12. ensure that audit logs are generated to record user activity and security- relevant events and securely managed and retained with nil ability on the part of the Vendor to allow any un-authorised access or amendment to the audit logs. Such audit logs must be maintained for future reference for a period of at least one year.
13. ensure that monitoring of audit and event logs and analysis reports for anomalous behaviour and/or attempted unauthorised access are performed by Vendor’s staff independent of those users being monitored.
14. make available audit logs where required by MTNL for review.
15. ensure all systems holding, processing or accessing MTNL Information shall be hardened as per industry standards .
16. ensure that to the extent possible, development, test and live environments are segregated from each other and the other work areas in Vendor buildings.
17. implement reasonable controls to detect and protect against malicious software and ensure that appropriate user awareness procedures are implemented.
18. ensure that Vendor has in relation to all Vendor Systems formal security incident management procedures with defined responsibilities.
19. ensure that any unauthorised software is identified and removed from Vendor Systems holding, processing or accessing MTNL Information.
20. ensure that Access to diagnostic and management ports as well as diagnostic tools are securely controlled to MTNL’s reasonable satisfaction.
21. ensure that Access to Vendor’s audit tools shall be restricted to Relevant Contract Personnel and their use is monitored.
22. Ensure that data gathered after running audit tool is properly protected.
23. perform enhanced independent code reviews (including penetration testing) on all Vendor Systems, as a part of the Vendor’s security development lifecycle (SDL).
    1. The devices which use proprietary encryption technique should not be used for holding MTNL information.
    2. To the extent the servers are used to fulfill the purpose of this Agreement, Vendor’s servers shall not be deployed on un-trusted networks without appropriate security controls.
    3. Changes to individual Vendor Systems shall be controlled and subject to formal change control procedures. All documentation relating to Vendor Systems shall be protected from unauthorized Access or amendment.
    4. Security procedures and controls shall be used to secure equipment holding, accessing or processing MTNL Information in Vendor Systems.

# Conditions for Equipment Vendors

* 1. **Conformance to Security Standards and Policies**

The Vendor shall ensure and certify that the supplied equipment has been subjected to penetration testing and all addressable vulnerabilities have been mitigated and the equipment is ‘Safe to Connect’ in the Telecom Network as per the latest standards and recommendations on the subject from ITU/ISO/IETF/IEC etc. . This applies to all telecom network elements and IT equipment used in the network.

The Vendor shall also ensure that the equipment supplied has all the contemporary security related features, facilities, hardware, software etc for the purpose of Interception, Monitoring, Analysis etc for use by the law enforcement agencies and provide complete information to enable these features and facilities before the supply of the equipment or the procedure of enabling these, if these are to be enabled after the commissioning of the network. The Vendor shall also submit a test report on these features and facilities and also a certificate that all contemporary features and facilities of this category exist in the equipment supplied.

Vendors will be allowed to certify their own equipments based on the testing at the labs which are capable of such testings. IT related elements in the telecom networks which are already ISO 15408 certified will be accepted as certified. Vendor can submit a relevant Self certificate based on test reports in this regard.

# Equipments Configuration Guide

Two sets of equipment configuration guide should be supplied which detail the configuration required to meet the policies and standards at least in respect of following:

Network Element security policies:

* Generic OS
* Technical Standard for Switches and Routers
* Management Standard for Switches and Routers

# Reports

A report on the susceptibility to the attacks on mobile networks shall be provided by the Vendor to the MTNL in the following manner:

1. Mobile Network like GSM equipment and its network are susceptible to several attacks. A few of the known attacks with their description are given in Appendix II. The Vendor will ensure that whatever mitigation was possible as per the current available technologies, techniques, configuration have already been used and adopted by them before the supply of the equipment.

# Security from Malware

There are no known cases of malware disrupting telecom services, yet. However, malware can cause information leaks and can result in the leak of private user information. However, some viruses, worms and Trojans can infect devices and spread malware via text messages or Bluetooth connectivity. This network-based service will also block Denial of Service attacks and restrict network traffic based on source, destination, IP ports and applications. It will also allow enterprise IT managers to lock and/or delete data on lost or stolen devices. The connectivity could affect platforms if adequate firewalls, IDPs are not strong. Therefore Vendors would provide adequate firewall and IDPs with the supply of equipment.

# Cryptography Related Security Issues:

Vendors will take suitable measures to deal with cryptography related vulnerabilities and submit a report of the measures along with a relevant certificate(s)that they have taken adequate measures to deal with these vulnerabilities.

1. Attacks on COMP-128 algorithm
2. Compromised cipher key
3. Key recovery allowing SIM cloning
4. Hijacking outgoing calls in networks with encryption disabled
5. Hijacking outgoing calls in networks with encryption enabled
6. Hijacking incoming calls in networks with encryption disabled
7. Hijacking incoming calls in networks with encryption enabled
8. Suppressing encryption between the target user and the intruder
9. Suppressing encryption between target user and the true network

# Data Flow Attacks

Many sophisticated attacks disguise themselves in data flows across sessions and ports—the more traffic there is, the harder it is to identify the threats. Vendors may ensure that they are aware of this and submit compliance on the same.

# Additional Interfaces

Many of the problems in the data intensive infrastructure may come to increased number of interfaces additionally for data than those were present for voice only initial 2G systems, hence, the Vendors must give special attention to interfaces and their related vulnerability. Such Vendors may ensure that they provide additional notes that they have taken care of the same and the test mechanism and methodology adopted by them with adequate evidence. Some of these interfaces are listed below:

Gi: Exposed to Internet and corporate networks

Gp: Primary interconnection pt. between operator’s n/w and un-trusted external networks

Gc: Allows access (via HLR) to key user info. from remote network during roaming Vulnerable Interfaces

Gi: Exposed to all threats from Internet: viruses, DoS, and malicious network traffic

Gp: Connection hijacking, overbilling from a roaming network during handover

Gn: Not encrypted by default

# Security against Remote Access

The Vendor shall submit a written undertaking to the MTNL clearly identifying all known means of remote control/ remote access/remote command and control in the supplied equipment as well as suitable mitigation means to close such access mechanisms.

* 1. Software and Hardware Design Surety: Vendor may choose one of the following Options for Software and Hardware Design Surety

# Option 1:

1. The Vendor shall at MTNL’s request enter into an escrow deposit arrangement in respect of all Information and documentation in relation to Supplies in respect of Hardware, executable Software/source code/gold build etc, High Level Designs (HLD), Detail Design Documents (DDD), listings and programmer’s notes) (“the Escrow Information”) as would enable MTNL to complete any outstanding obligations of the Vendor under this Agreement, including, without limitation, obligations that would have existed (including the requirement to fulfill any orders that MTNL would have otherwise placed under this Agreement) had this Agreement not been terminated by MTNL before the expiry of its Term.
2. Without affecting any other rights it may have, MTNL shall have the right, free of charge, to use the Escrow Information, after its release, in order to use or maintain (including to upgrade) the software, to modify or have modified the software, and to authorize such modified software to or have it maintained by third parties, in case Vendor refuses to do so as per the Agreement.
3. The Vendor shall ensure that the Escrow Information deposited in accordance with Clause 7.11 (a) is and will be maintained as sufficient to allow a reasonably skilled programmer or analyst to maintain, modify and correct the hardware and software without the help of any other person or reference, and the Vendor further undertakes to keep the Escrow Information fully upto-date throughout the Term.
4. On the occurrence of any event permitting the release of the Escrow Information, the Vendor shall immediately provide, at its cost and expense, to MTNL for a reasonable period, such advice, support assistance, data, information, access to Vendor's personnel or any key personnel of legal owner of the [Hardware and/or] Software for the purpose of understanding, maintaining (including upgrading), modifying and correcting any of the Hardware and/or Software. The softwares and codes written only in English language shall be acceptable. The code/softwares shall be proven to be operational and correct version and to be certified that it does not have self-destructing programmes. This may be ensured by using the same at least once for loading the system initially before being deposited.

# Alternative to option 1 is Option 2 as below:

* + - 1. Gold software copy or the Executable copy of the software at the discretion of vendor.
      2. Dumb hardware can be loaded with software by the MTNL or under the supervision of MTNL from Gold software copy or from the executable copy after checking that hardware is free from any software and ensuring that there are no harmful malware into the hardware. Alternatively, vendors will submit a certificate to MTNL that the supplied hardware is free from harmful malware based on the above test.
      3. Upgradation of software for a period of as agreed in the Contract.
      4. Design of network (network diagram of Vendor Implemented equipment under the Contract) in digital form and/ or in hard copy

# Penalty

In the event that the Vendor is unable to comply with its obligations under this Agreement, as a result of which the Licensor imposes any sanction on the MTNL, which results in any financial and other liabilities on the MTNL, the Vendor shall be liable to make good such loss. In addition to the above, in case of any inadequate measures, act of intentional omissions, deliberate vulnerability left into the equipment or in case of deliberate attempt for a security breach by the Vendor, the Licensor may at its discretion blacklist the Vendor from entering into any supply deals with any Indian telecom operators. The MTNL shall give the vendor the opportunity to defend any claim prior to imposing any penalty or blacklisting the vendor on account of security breach being attributable to it.

# Inspection

The Vendor must allow the MTNL , Licensor/DoT and/or its designated agencies to inspect the hardware, software, design, development, manufacturing facility and supply chain and subject all software to a security/threat check at the time of procurement of equipment and upto two more times every year until the supplies under the Contract have been completed, at the sole discretion of the MTNL. All the documents should be in English and handed over to the visiting team of the MTNL at least 4 weeks ahead of the visit.

# Language of Supplies

All the software codes, firmware, operating system, hardware details should be in English only.

# Data Protection

* 1. The Parties acknowledge that, in respect of all Personal Data and processed by the Vendor for the purpose of the provision of supplies under the Contract, MTNL alone as data controller shall determine the purposes for which and the manner in which such Personal Data will be processed by the Vendor.
  2. Other than at MTNL's request, or where required by law to provide the supplies, the Vendor shall not disclose or allow access to any Personal Data other than, subject to Clause 8.4(f) to a person placed by the Vendor under the same obligations as contained in this clause who is employed or engaged by the Vendor or within the control of the Vendor in the performance of the Agreement.
  3. The Vendor shall not use Personal Data for any purpose other than the provision of the supplies and shall return any Personal Data to MTNL immediately upon request at any time providing such return does not prevent the Vendor from fulfilling its obligations under this Agreement and the Contract. The Vendor shall retain Personal Data no longer than is necessary for the provision of the supplies, in accordance with the relevant Applicable Law and such instructions as MTNL may provide from time to time. Upon expiry or termination of this Agreement for whatever reason, the Vendor shall immediately return to MTNL all Personal Data and certify that no copies have been made or retained by the Vendor or any third party acting on its behalf.
  4. The Vendor shall:

1. process Personal Data only on the instructions of MTNL and to the extent necessary for the performance of this Agreement;
2. not modify, amend or alter the contents of the Personal Data except as required or permitted by this Agreement or with MTNL’s prior written consent;
3. implement the appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing, which measures are set out in more detail in Clause 4 and provide to MTNL with a written description of the measures taken when requested by MTNL;
4. comply with all relevant provisions of any MTNL codes of practice notified to the Vendor from time to time and the Applicable Law ,
5. keep all personal data secure and confidential, act only on MTNL's instructions with respect to it, and comply with such further reasonable requirements from time to time of MTNL for the security of it;
6. ensure that, of the Vendor’s staff, only those of the Contract Personnel who need to have access to the Personal Data are granted access to the Personal Data only for the purposes of the performance of this Agreement and the Contract Personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 8;
7. notify MTNL forthwith, and in any event, no later than 12 hours from the time it comes to the Vendor’s attention, that Personal Data transferred by MTNL to the Vendor has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing; and
8. notify MTNL in the event that it receives a request or notice from any person subject to having access to that person’s Personal Data held by it and will provide MTNL with full co-operation and assistance in relation to any complaint or request including providing MTNL with any relevant Personal Data it holds within the timescales provided by the request or notice or as otherwise required by MTNL.
   1. In respect of transfer of Personal Data the following conditions shall apply:
9. obtain MTNL’s prior written consent before transferring Personal Data to any Subcontractors in connection with the provision of the supplies;
10. prior to any transfer of personal data, enter into or procure that any Subcontractor delivering the supplies will enter into contracts for the transfer of Personal Data. In respect of Personal Data transferred by MTNL to the Vendor or acquired by the Vendor from MTNL’s systems to a country outside of India shall be on the basis of Applicable Laws , or such other data protection model contract terms as may be agreed between the Parties from time to time, except where the relevant Applicable Laws provides for a derogation from this requirement.
    1. Any breach of this Clause 8 by the Vendor shall be deemed to be a material breach of the Agreement and the Vendor shall indemnify MTNL from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by MTNL which arise as a result of such breach.
    2. The Vendor shall, upon MTNL giving reasonable notice, allow MTNL or its nominated representatives such access to its premises, Information and records and those of its agents subsidiaries and sub contractors, as may be reasonably required by MTNL from time to time to assess the Vendor’s and/or Contract Personnel’s compliance with this Clause 8.

# Regulatory Matters

* 1. **The Vendor shall**

1. comply with all regulatory matters under Applicable Laws including, without limitation, any actions that MTNL may require in connection with any regulatory matter, that are notified to the Vendor Regulatory Contact from time to time by the MTNL Regulatory Contact in so far as they relate to the performance by the Vendor under the Agreement.within 14 days of the Commencement Date, ensure that the Vendor Regulatory Contact contacts the MTNL Regulatory Contact to establish the nature and extent of communication between them, to assist them in meeting all regulatory requirement relevant to the Contract, as set by the Licensor or any Governmental Authority or any other person nominated by Licensor
2. ensure that the Vendor and its Contract Personnel have undergone the proper and adequate training for the purpose of performing its obligations under this Agreement and promptly provide such information to MTNL as shall be necessary for MTNL to respond fully and to the timescale required to any request or requirement for information from any Governmental Authority , to the extent that such information relates to the performance of the obligations by the Vendor under the Agreement.

# Confidentiality

* 1. In this Clause, “MTNL Information” which MTNL from time to time identifies to the Vendor as being commercially confidential, or is by its nature commercially confidential or defined by MTNL as confidential, or confidential as per the Applicable Law. The term “Information” shall mean and include all or any communication(s), Information(s) or data disclosed, whether written, visual or oral and other material supplied to or obtained by the Party (“Recipient”) from the other Party (“Disclosing Party”) during the course of the Agreement.
  2. Except with MTNL's consent, the Vendor shall not disclose MTNL Information to any MTNL employee, not authorized to receive such information
  3. Subject to the Clause 11, either Party receiving Information from the other shall not without the other’s prior written consent use such Information except for Contract purposes or disclose such Information to any person other than MTNL's employees, agents and contractors or Contract Personnel who have a need to know and who are bound by equivalent obligations of confidentiality. Any breach of such obligations by Contract Personnel or MTNL's employees, agents or contractors (as the case may be) shall be deemed to be a breach by the Vendor or MTNL respectively.
  4. Clause 10.2 and Clause 10.3 shall not apply to Information that is:

1. published except by a breach of the Contract; or
2. lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
3. lawfully disclosed to the Recipient by a Vendor without any obligations of confidentiality; or
4. replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Information.
   1. Each Party shall not publicize this Agreement without other Party’s prior written consent and shall ensure that any subcontractor is bound by similar confidentiality terms to those in this clause.
   2. Either Party that has during the course of this Agreement received confidential Information in a recorded form from the other (or has recorded received confidential Information) shall return or such destroy in a complete irrecoverable mode (at the option of the disclosing party) records upon:
5. expiry or termination of this Agreement; or
6. upon earlier request unless such records are part of the supplies.
   1. This clause shall survive termination / expiry of this Agreement.
   2. The obligations of confidentiality shall also be governed by the Non- Disclosure Agreement dated [●] (“NDA”), entered into between the MTNL and the Vendor. In the event of any conflict between this Clause 10 and the NDA, the provisions of the NDA shall be applicable.

# Intellectual Property

* 1. Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognise that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others’ intellectual property.
  2. The Vendor agrees that it shall defend, at its own expense, all proceedings, suits and claims against and/or affecting the MTNL or any of their officers, directors or employees (“Indemnitees”) with respect to infringement, breach or violation of any patent, trademark, copyright, trade secret, mark or other intellectual property rights of any third party in the course of performance of its obligations under this Agreement. The Vendor agrees that it shall indemnify the Indemnitees for all sums, costs, expenses and liabilities including, without limitation, all reasonable attorneys’ fees and other costs, incurred by Indemnitees in connection with or otherwise arising out of any such proceeding, suit or claim.

If in any such suit so defended, all or any part of the equipment or any component thereof or the use thereof is held to constitute an infringement or violation of third party intellectual property rights and its use is enjoined, or if in respect of any claim of infringement or violation the Vendor deems it advisable to do so, the Vendor shall at its sole cost and expense take one or more of the following actions: (a) procure the right to continue the use of the same without interruption for the MTNL; or (b) replace the same with non-infringing Equipment that meets the technical specifications stipulated under the Contract; or (c) modify the said equipment or any component thereof so as to be non-infringing; provided, that (i) the equipment or any component thereof as modified complies with all of the technical specifications as stipulated under the Contract; and (ii) Vendor shall fully indemnify the MTNL for any costs associated with any such action.

# Security Review

The Vendor shall:

1. give to (or procure the giving to) MTNL (or any person authorised by MTNL) such access at all reasonable times to the Vendor’s and any Subcontractor’s records and premises related to this Agreement as MTNL may require from time to time to assess the Vendor’s compliance of these policies in this Agreement;
2. such assessments may include assessments of all elements of physical and logical audits, penetration testing of the Vendor’s Systems. The Vendor shall facilitate this assessment by permitting MTNL to collect, retain and analyse information to identify potential security risks including trace files, statistics, network addresses and the actual information or screens accessed or transferred; and
3. provide such reports to MTNL and attend such meetings as may be reasonably required by MTNL.

# Network Audit, Test and Certification:

The process of networks audit and certification should be performed by the test and certification agencies to include following activities and Vendor shall extend necessary support for the same::

1. Network forensics to identify existing unwanted running processes\ malwares\ backdoors etc. on all networks' elements. The operation includes sniffing of live traffic to identify unwanted redirection and interception of traffic.
2. Network Hardening to map all networks elements and to calibrate them to optimized secured state.
3. Network penetration test to assure system durability against any kind of attack.
4. Risk assessment to understand what actions should be taken to minimize future damage to carrier and what risks are inevitable.
5. Actions to fix found problems by setting systems to default or acquiring relevant IT security technologies to prevent such problems from reoccurring.

An available list of Test and Certification Agencies (Third Parties) in various countries who may take up the regular Technical Audit of Networks and Security Certification is given at Appendix I. The MTNL may engage the services of any other Network Audit and Security Certification agency also.

# Investigation:

* 1. If MTNL believes that there has been a security breach by the Vendor of the provisions of this Agreement, MTNL will inform the Vendor Security Contact. The Vendor shall cooperate with MTNL fully in any ensuing investigation. The Vendor shall provide list of Contract Personnel who have had access to MTNL Systems and MTNL Information to MTNL and/or any law enforcement agency.
  2. The Vendor shall report to MTNL Security Contact promptly of any potential misuse of MTNL Information or improper or unauthorised access to MTNL Systems and MTNL Information. Upon request, the Vendor shall promptly provide to MTNL a written report with details of the potential misuse of MTNL Information or improper or unauthorised access to MTNL Systems and MTNL Information.
  3. If any audit or investigation reveals that there is a potential risk to the confidentiality, integrity or availability of MTNL Information in the Vendor’s processes or Vendor Systems, Vendor shall promptly correct any security risk in the Vendor’s processes or Vendor Systems promptly.
  4. During investigation, the Vendor shall co-operate with MTNL, providing reasonable access, space, facilities and assistance to all Vendor Systems as reasonably necessary to investigate the breach of the provisions of this Agreement including permitting interview of any sales, engineering or other operational personnel of Vendor upon prior reasonable written notice.

# Limitation of Liability

The aggregate liability of the Vendor to the MTNL in respect of any breach of obligations under this Agreement shall not exceed the value of Purchase Order (PO) where the value of PO is less than or equal to Rs.50 Crore. In case the value of PO exceeds Rs.50 Crore the penalty shall be limited to Rs.50 Crore per breach considering the exposure in financial terms. Such limitation shall not apply to claims arising pursuant to Clause 10 and Clause 11.2 or pursuant to any other Clause where such limitation is expressly excluded. However, criminal liability, if any, shall not be limited with this dispensation and shall be applicable to the extent as actual.

# Term and Termination

* 1. This Agreement shall be effective from the Commencement Date. Notwithstanding anything contained herein or in the Contract, this Agreement shall survive till any equipment is working, which is supplied and served by the Vendor under this Contract or for a period of ten years after signing of this Agreement whichever is later (“End Date”).
  2. This Agreement may also be terminated in the event it is so determined by the Licensor or under Applicable Laws.
  3. The termination of this Agreement shall be without prejudice to the rights and obligations of the parties which have accrued up to the date of termination.

# Indemnity

* 1. The Vendor shall indemnify and hold harmless the MTNL and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the license granted by the Licensor as a result of breach or non-compliance by the Vendor with its obligations in this Agreement.
  2. It is clarified that any expenditure incurred by the MTNL for complying with security related provisions as prescribed under Applicable Law shall be borne by the Vendor. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the MTNL shall be paid by the Vendor to the MTNL. Further, any testing of Vendor’s equipment including requirement of testing equipment shall be met by Vendor at his own cost.

# Governing Law

* 1. This Agreement shall be governed by laws of India and the Parties agree to the exclusive jurisdiction of the Indian courts where the registered office of the MTNL is situated.

# Amendments in Guidelines/Directions

If there will be any future amendments issued by DOT/TRAI or any other Competent Authority, the same shall become a part of this agreement.

# DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

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

1. Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs.20 crores, there shall be three Arbitrators.
2. For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt of India or above.
3. For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.
4. For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.
5. The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/ Mumbai only.
6. In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
7. The Arbitration proceedings shall be in English language.
8. The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
9. No person other than the Empaneled Arbitrators of MTNL, shall be appointed as an Arbitrator to adjudicate the dispute.
   1. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD(Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in **DPE OM No. 4(1)/ 2013-DPE (GM)/ FTS-1835 dated 22-05-2018 , dated 04.07.2018 and dated 11.07.2018.**

# Notices

* 1. Any notice, documents, information, direction and any other communications required or permitted to be (or such other addresses as specified in writing by the respective Party from time to time) hereunder shall be sent in writing and sent by registered post, courier and or by facsimile transmission or delivered personally by hand or sent by email addressed to the other Party to the relevant addresses set out below at the following addresses:

If to the MTNL:

Mahanagar Telephone Nigam Limited, 5 t h Floor, Mahanagar Doorsanchar Sadan, 9, CGO Complex, Lodhi Road, NewDelhi-110003

Attention: [●] Fax: [●]

Email:

[●] If to the Vendor:

[Name] [Address} Attention: [●] Fax: [●] Email: [●]

* 1. Any such notices and other documents shall:

1. if delivered by hand, be deemed to have been given and received at the place of receipt on the date of delivery;
2. if mailed by post or couriered, be deemed to have been given and received at the place of delivery on the date of delivery.
3. if given by facsimile transmission be deemed to have been given and received, at the place of receipt on the date as shown in the facsimile transmission report; and
4. if given by e-mail be deemed to have been given and received at the place mentioned in Clause 19 above on the same day.
   1. Either Party shall inform the other of any change in its address above through a notice in writing to the other Party in the manner set forth above.

# I WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY, MONTH AND YEAR HEREIN BELOW WRITTEN TO BE EFFECTIVE FROM THE DATE FIRST MENTIONED ABOVE

SIGNED for and on behalf of Mahanagar Telephone Nigam Limited

…………………………………………….. Signature

…………………………………………… Name

…………………………………………… Position

…………………………………………..... Witness Signature

…………………………………………….

…………………………………………

… SIGNED for and on behalf of [●]

…………………………………………….. Signature

…………………………………………….. Name

…………………………………………….. Position

…………………………………………..... Witness Signature

…………………………………………

… Name & Address…

…………………………………………

… Name & Address

# Appendix I

List of Test and Certification Agencies (Third Parties) in various countries who may take up the regular Technical Audit of Networks and Security Certification.

The List is indicative and MTNL may use the services of other Network Audit and Security Certification agency also.

CC Evaluation Labs

# Australia and New Zealand

1. Computer Sciences Corporation (CSC)<http://www.csc.com/security/offerings/26694-common_criteria_at_csc> Contact: Andrew Coggle

212 Northbourne Avenue

Braddon ACT 2612

Tel: +61 2 6246 8000

Fax: +61 2 6246 8181

E-mail: [aisef@csc.com.au](mailto:aisef@csc.com.au)

Web: <http://www.csc.com/commoncriteria>

1. Logica [http://www.logica.co](http://www.logica.com.au/) [m.au/](http://www.logica.com.au/)

Contact: Bruce Legge 1 Torrens Street BRADDON ACT 2612

Tel: +61 2 6246 1900

Fax: +61 2 6262 8827

E-mail: [aisef.au@logica.com](mailto:aisef.au@logica.com) Web: <http://www.logica.com/au>

1. Startsec [http://www.stratsec.net](http://www.stratsec.net/Home)

[/Home](http://www.stratsec.net/Home) Contact: AleksLubiejewski Unit 1, 50 Geils Court

DEAKIN ACT 2600

Tel: +61 2 6260 8878

Fax: +61 2 6260 8828

E-mail: [lab@stratsec.net](mailto:lab@stratsec.net) Web: [http://www.stratsec.net](http://www.stratsec.net/)

**Germany**

1. CSC Deutschland Solutions GmbH Contact: Herrn Dr. GoswinEisenSandstr. 7-9

80335 München

Telefon: +49 89.5908.6504

Fax.: +49 89.5908.6503

E-Mail: [geisen@csc.com](mailto:geisen@csc.com)

Web: <http://www.csc.com/security/ds/11371/15880-> german\_laboratory\_experience

2. atsec information security GmbH<http://www.atsec.com/us/addresses-contact.html> Contact: Gerald Krummeck

Steinstr. 70

81667 München

Telefon: 089 44249-830

Fax: 089 44249-831

E-Mail: [gerald@atsec.com](mailto:gerald@atsec.com) Web: [http://www.atsec.com](http://www.atsec.com/)

**United Kingdom**

1. EDS<http://h10134.www1.hp.com/>
2. Logica [www.logica.com](http://www.logica.com/)

2 SiVenture [http://www.siventure.com](http://www.siventure.com/)

# USA

1. Arca Common Criteria Testing Laboratory<http://www.savvis.net/en-US/Pages/Home.aspx> Contact: Pete Feeney

45901 Nokes Boulevard

Sterling, VA 20166

Tel: +1 703-667-6684

Fax: +1 509-691-7440

Mobile: +1 703-999-1075

E-mail: [arca-cctl@savvis.net](mailto:arca-cctl@savvis.net)

1. CygnaCom Solutions' Security Evaluation Laboratory<http://www.cygnacom.com/labs/common-criteria/index.htm> Contact: Ms. NithyaRachamadugu

7925 Jones Branch Drive, Suite 5200

McLean, VA 22102-3305

Tel: +1 703.270-3563

Tel: +1 858-509-0180

Fax: +1 703-848-0985

E-mail: [selinfo@cygnacom.com](mailto:selinfo@cygnacom.com) Web: [http://www.cygnacom.com](http://www.cygnacom.com/)

1. SAIC Common Criteria Testing Laboratory<http://www.saic.com/infosec/testing-accreditation/common-criteria.html> Contact: Robert L. Williamson

Ctr. for Information Security Tech. SAIC 7125 Columbia Gateway Drive, Suite 300

Columbia, MD 21046

Tel: +1 410-953-6819

Fax: +1 410-953-7001

E-mail: [robert.l.williamson.jr@saic.com](mailto:robert.l.williamson.jr@saic.com) Web: [http://www.saic.com](http://www.saic.com/)

1. Computer Sciences Corporation (CSC)<http://www.csc.com/security/offerings/26694-common_criteria_at_csc> Contact: Charles Nightingale

7231 Parkway Drive

Hanover, Maryland 21076

Tel: 443.445.8400

Fax: 443.445.8002

E-mail: [STCL@csc.com](mailto:STCL@csc.com)

Web: <http://www.csc.com/commoncriteria>

1. Booz Allen Hamilton Common Criteria Testing Laboratory

900 Elkridge Landing Road, Suite 100, Linthicum, MD 21090<http://www.boozallen.com/doingbusiness/contractvehicles/gmacs/alliant>

/alliant/3844966/38470558

1. COACT Inc. CAFE Laboratory 9140 Guilford Road

Suite N, Columbia, MD 21046-2585<http://www.coact.com/>

1. DSD Information Assurance Laboratories (DIAL) 1160 Johnson Ave.

Suite 101, Bridgeport, WV 26330 <http://dsdial.com/>

1. InfoGard Laboratories, Inc. 709 Fiero Lane

Suite 25, San Luis Obispo, CA 93401 <http://www.infogard.com/>

**Taiwan (not from CC portal)**

Telecom Technology Center, Taipei, Taiwan<http://www.ttc.org.tw/english/its_e.asp> <http://www.ttc.org.tw/english/its_e_01.asp>

**The Nederlands**

1. Brightsight IT Security Evaluation Facility Contact: Mr. Dirk-Jan Out

Delftechpark 1

2628 XJ Delft The Netherlands

Telefon: +31 15 269 25 00

Fax: +31 15 269 25 55

E-Mail: [info@brightsight.com](mailto:info@brightsight.com) Web: [http://www.brightsight.com](http://www.brightsight.com/)

**Israel**

1. ALTAL Security Consulting, Israe[l](http://www.altalsec.com/index.php?langpage=eng&amp;amp%3Bamp%3B&amp;amp%3Bamp%3Blanguage=eng) [http://www.altalsec.com/index.php?langpage=eng&&language=eng](http://www.altalsec.com/index.php?langpage=eng&amp;amp%3Bamp%3B&amp;amp%3Bamp%3Blanguage=eng)

**Canada**

1. Electronic Warfare Associates (EWA), Canada<http://www.ewa-canada.com/>

# Routers Tested as per CC:

**1. Cisco Routers**

Cisco Systems Routers (800, 1700, 1800, 2600XM, 2800, 3700, 3800, and

7200 running Cisco IOS Release 12.4(11)T2; 7300, 7400, and 7600 running Cisco IOS Release 12.2(18) SXF8;10000 and 12000 running 12.0(32)s7) and Cisco Secure ACS version 4.1.2.12

TOE evaluation was sponsored by Cisco Systems, San Jose

Evaluation was carried out by: “Arca Common Criteria Testing Laboratory” <http://www.savvis.net/en-US/Pages/Home.aspx>

Contact: Pete Feeney 45901 Nokes Boulevard

Sterling, VA 20166

Tel: +1 703-667-6684

Fax: +1 509-691-7440

Mobile: +1 703-999-1075

E-mail: [arca-cctl@savvis.net](mailto:arca-cctl@savvis.net)

|  |  |  |  |
| --- | --- | --- | --- |
| **2.** | **Juniper Routers** |  | |
|  | Juniper Networks J-Series Family of Service Routers | running | JUNOS |
|  | 7.3R2.14 |  |  |
|  | ST was prepared by: |  |  |
|  | Science Applications International Corporation(SAIC) |  |  |
|  | Common Criteria Testing Laboratory 7125 Columbia Gateway Drive, Suite 300 |  |  |

Columbia, MD 21046 <http://www.saic.com/> Evaluation was carried out by:

Science Applications International Corporation (SAIC) Common Criteria Testing Laboratory

7125 Columbia Gateway Drive, Suite 300

Columbia, MD 21046 <http://www.saic.com/>

# VoIP equipments tested as per CC:

1. **AVAYA VoIP PBX System**

ST prepared by:

CSC Deutschland Solutions GmbH Contact: Herrn Dr. GoswinEisenSandstr. 7-9

80335 München

Telefon: +49 89.5908.6504

Fax.: +49 89.5908.6503

E-Mail: [geisen@csc.com](mailto:geisen@csc.com) Web[:http://www.csc.com/security/ds/11371/15880-](http://www.csc.com/security/ds/11371/15880-)

german\_laboratory\_experience Evaluated by:

CSC Deutschland Solutions GmbH Contact: Herrn Dr. GoswinEisenSandstr. 7-9

80335 München

Telefon: +49 89.5908.6504

Fax.: +49 89.5908.6503

E-Mail: [geisen@csc.com](mailto:geisen@csc.com)

Web: <http://www.csc.com/security/ds/11371/15880-> german\_laboratory\_experience

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# Appendix II

# Some of the known types of attacks on GSM and CDMA networks

* 1. **Eavesdropping**

This is the capability that the intruder eavesdrops signalling and data connections associated with other users. The required equipment is a modified MS.

# User Impersonation

An intruder sends signalling and/or user data to the network, in an attempt to make the network believe they originate from the target user. The required equipment is again a modified MS.

# De-registration spoofing

An attack that requires a modified MS and exploits the weakness that the network cannot authenticate the messages it receives over the radio interface. The intruder spoofs a de-registration request (IMSI detach) to the network. The network de-registers the user from the visited location area and instructs the HLR to do the same. The user is subsequently unreachable for mobile terminated services.

# Location update spoofing

An attack that requires a modified MS and exploits the weakness that the network cannot authenticate the messages it receives over the radio interface. The user spoofs a location update request in a different location area from the one in which the user is roaming. The network registers in the new location area and the target user will be paged in that new area. The user is subsequently unreachable for mobile terminated services.

# Passive Identity Caching

A passive attack that requires a modified MS and exploits the weakness that the network may sometimes request the user to send its identity in clear text.

# Active Identity Caching

An active attack that requires a modified BTS and exploits the weakness that the network may request the MS to send its permanent user identity in clear text. An intruder entices the target user to camp on its false BTS and subsequently requests the target user to send its permanent user identity in clear text perhaps by forcing a new registration or by claiming a temporary identity mismatch due to database failure.

# Impersonation of the network

This is the capability whereby the intruder sends signalling and/or user data to the target user, in an attempt to make the target user believe they originate from a genuine network. The required equipment is modified BTS.

# Camping on a false BTS

An attack that requires a modified BTS and exploits the weakness that a user can be enticed to camp on a false base station. Once the target user camps on the radio channels of a false base station, the target user is out of reach of the paging signals of the serving network in which he is registered.

# Camping on false BTS/MS

An attack that requires a modified BTS/MS and exploits the weakness that a user can be enticed to camp on a false base station. A false BTS/MS can act as a repeater for some time and can relay some requests in between the

network and the target user, but subsequently modify or ignore certain service requests and/or paging messages related to the target user.

# Man-in-the-middle

The intruder puts itself in between the target user and a genuine network and has the ability to eavesdrop, modify, delete, re-order, replay, and spoof signaling and user data messages exchanged between the two parties. The required equipment is modified BTS in conjunction with a modified MS.

# Compromising authentication vectors in the network

The intruder possesses a compromised authentication vector, which may include challenge/response pairs, cipher keys and integrity keys. This data may have been obtained by compromising network nodes or by intercepting signaling messages on network links.

# Overbilling Attack

Involving a malicious user hijacking a subscriber’s IP address and then using that connection to initiate fee-based downloads or simply use that connection for their own purposes. In either case, the legitimate user is billed for activity which they did not authorize or actually conduct.

# Spoofed PDP context

Exploiting the weakness in the GTP (GPRS Tunneling Protocol)

# Spoofed delete PDP context packets

Which would cause service loss or interruption for end users

# Spoofed create PDP context packets

Which would result in unauthorized or illegal access to the Internet or customer data networks

# GTP packet floods

Which is a type of Denial of Service attack.

# Vulnerabilities with SIP-based VoIP systems

That might allow hackers to:

* + 1. Reconfigure VoIP settings and gain access to individual users' account information
    2. Eavesdrop on VoIP communications
    3. Hijack a user's VoIP subscription and subsequent communications.

**\*\*\*\*\***