

MAHANAGAR TELEPHONE NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

5th Floor, MTNL Corporate Office, Mahanagar Doorsanchar Sadan, CGO Complex, Lodhi Road, New Delhi-110003

Name of Work: Providing Transaction Advisory services for monetization of land parcels of MTNL.

NIT No.: MTNLCO-28/32(32)/5/2023-28

Date: 12.12.2023

SN	Event	Date
1	Date of issue of notice and availability on website mtnl.in	12.12.2023 at 18:55 Hrs
2	Date of availability of bid documents on e-tender portal for download	12.12.2023 at 18:55 Hrs
3	Last date for submission of queries through email	21.12.2023 upto 18:00 Hrs
4	Last Date of reply to queries and uploading of amendments, if any, to e-tender site	29.12.2023 17:00 Hrs
5	Last date and time for submission of online bids	05.01.2024 at 11:30 Hrs
6	Date and time of opening of Financial Bid	06.01.2024 at 12:30 Hrs

Regd. & Corporate Office: 5th Floor, MTNL Corporate Office, Mahanagar Doorsanchar Sadan, CGO Complex, Lodhi Road, New Delhi-110003

Corporate Identity Number (CIN) : L32101DL1986GO1023501

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SECTION-1

NOTICE INVITING TENDER (NIT)

NIT No.: MTNLCO-28/32(32)/5/2023-28

Date: 12.12.2023

Name of Work: - Providing Transaction Advisory services for monetization of land parcels of MTNL

- For and on behalf of CMD, MTNL, digitally sealed online Bids are invited from eligible consultancy firms empanelled by MTNL, for appointment as Transaction Advisor for monetization of following land and/or building assets-

Details of Land Parcels-

Cluster No.	Address(s) of Land parcel(s)	Total Area of land / built up area of property , if it is built up only (in sqm)	Approximate Area of portion to be monetized (In sqm)	Geographical Coordinates	
				Latitude	Longitude
1	Shop Cum Office Complex(es) –				
	(i) 1 st Floor, G-Block, CSC Sarita Vihar, New Delhi	(i)205.31 Sqm	(i)205.31 Sqm	(i)28.53210548	(i)77.29511769
	(ii)1 st Floor, Pocket-B Market Complex, CSC Siddharth Extension, New Delhi	(ii)200.29 Sqm	(ii)200.29 Sqm	(ii)28.58071154	(ii)77.25685429
	(iii)1 st Floor, CSC, Suckhdev Vihar, New Delhi	(iii)184.87 Sqm	(iii)184.87 Sqm	(iii)28.55538877	(iii)77.2716944
	(iv)2 nd Floor (5 th Block) Rajendra Bhawan/Place, Pusa Road, New Delhi	(iv)687.48 Sqm	(iv)687.48 Sqm	(iv)28.64264434	(iv)77.17774801
	(v)1 st Floor, DDA Market, CSC Pul Prahalad Pur, Near Badarpur Border, New Delhi	(v)91.50 Sqm	(v)91.50 Sqm	(v)28.50114528	(v)77.29077984

Cluster No.	Address(s) of Land parcel(s)	Total Area of land / built up area of property , if it is built up only (in sqft)	Approximate Area of portion to be monetized (In sqft)	Geographical Coordinates	
				Latitude	Longitude
2	(i)Vashi Railway Station Commercial Complex (Ready Built Property), H-201 & H-202, 2 nd Floor, Tower No. 4, Vashi Railway Station Complex, Sector-30, Vashi, Navi Mumbai-400703	(i)H201 = 435.03 Sqft (Built up Area) & H202 = 607.19 Sqft (Built up Area) Total Area = 1042.22 Sqft (Built up Area)	(i)H201 = 435.03 Sqft (Built up Area) & H202 = 607.19 Sqft (Built up Area) Total Area = 1042.22 Sqft (Built up Area)	(i)19.06357	(i)72.99901
	(ii) White Hall, 143, August Kranti Marg, Kempes Corner, Mumbai-400036	(ii) 290.22 Sqm = 3124 Sqft	(ii)290.22 Sqm = 3124 Sqft	(ii) 18.96445	(ii) 72.80579

2. The Bids shall be invited through single stage Bidding and single-stage opening process, using one Electronic Envelope (Financial Bid) from empanelled Transaction Advisors.

3. The bidder can quote for one or more clusters as desired by him. The fee percentage (excluding GST) quoted by bidders for each cluster shall be evaluated separately and the Lowest bidder in each individual cluster will be considered for appointment as the Transaction Advisor for that cluster.

4. The complete details regarding Scope of work, Eligibility conditions, terms and conditions etc. are mentioned in this bid-document.

5. Submission of Bids:

5.1. The bids have to be submitted online, on or before 11:30 Hrs. of 05.01.2024

5.2. For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- ([https://etenders.gov.in/ e procure/app](https://etenders.gov.in/e procure/app)) and follow all steps as per functionality of e-tender portal. The detailed guidelines for Bid submission, FAQ and Bidders Manual Kit are available on the said website.

6. The queries in respect of the bid document, if any, can be sent to following officers at their Email IDs and address of this office latest by 18:00 Hours on 21.12.2023. Queries received after the due date and time may not be entertained. If any clarification is issued or modification is done in the bid documents subsequent to decision on the pre-bid queries, the necessary clarification/ corrigendum shall be issued and uploaded on the eTender portal for information of bidders.

MTNL Contact officers	
Name & Desgn.	Jag Ratan Sharma , Deputy Manager(AM-2)
Mobile no.	9868135177
E-mail ID	mtnlcoamcell@gmail.com
Name & Desgn.	Teerath R Malonia, Deputy Manager(AM-3)
Mobile no.	9868138435
E-mail ID	mtnlcoamcell@gmail.com

7. As per Provision of MTNL Procurement manual, tenders of value more than Rs 1 Crore are covered under Integrity pact and all the participating bidders of such tenders have to sign an Integrity pact with MTNL in the format prescribed by MTNL in Section-9.

(a) 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-9 of the bid document. The bidders can send their **grievances, if any** to the Independent External Monitors through the nodal officer on the following address:

Sr. Manager (Pers-II), 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

However, bidders may please note that the **general query** on terms & conditions of the bid document may please be taken up online with the tendering authority

(b) 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>

-Sd/-

DGM(AM), MTNL CO
Ph : 9868136994
E-mail: mtnlcoamcell@gmail.com

SECTION-2
BID INFORMATION

1. Type of Bid-

1.1. No. of Bid Submission Stages: Single stage Bidding and single-stage opening process, using one Electronic Envelope (Financial Bid from empanelled Transaction Advisors).

1.2. The bidder can quote for one or more clusters as desired by him. The fee percentage (excluding GST) quoted by bidders for each cluster shall be evaluated separately and the Lowest bidder in each individual cluster will be considered for appointment as the Transaction Advisor for that cluster.

2. Bid Validity Period: The Bid submitted in response to this notice shall be valid for a period of **90 days**.

3. Eligibility Criteria: - The following eligibility criteria shall be met by the bidder who intends to participate in this Bid:-

3.1. Empanelment:

The Bidder must be on the panel of MTNL as a Real Estate Consultant for providing transaction advisory services for monetization of surplus land parcels of MTNL.

Note: The Empanelment must be valid as on the last date of submission of bid, after considering extensions in last date of submission, if any.

3.2. The bidder should not have any of his/ her near relative, working in Corporate Office of MTNL at Delhi as per provisions contained in Clause 14 of Section-4

3.3. The bidder should not have any conflict of interest as per provisions contained in Clause 5 of Section-5.

4. Availability of Bid Document:

4.1. The Bid document can be obtained by downloading it from the e-tender portal <https://etenders.gov.in/eprocure/app w.e.f. 12.12.2023 18:55 Hrs> onwards.

4.2. Bidders are advised to visit the above website regularly till closing date for submission of bids to keep themselves updated about any Corrigendum / Addendum issued regarding this bid.

5. No tender fee or EMD is required to be submitted for this bid.

6. CMD, MTNL reserves the right to accept or reject any or all bids without assigning any reason.

SECTION-3

SCOPE OF WORK

1. The appointed consultancy firm will be required to prepare the 'Feasibility Report' for each of the assets allocated to it, provide end to end transaction advisory services and assist MTNL to conclude those transactions. The scope of work would include, but not to be limited to:
 - a. Preparation of Inception Report after site visit and initial review of documentation. The Inception report shall set out the conceptual framework to be used in the feasibility study, the key evaluation questions and methodology, including information on data sources and collection, sampling and key indicators. The inception report shall also include a timeline for the evaluation of subject property and completion of monetization process.
 - b. Exploring possible alternate models for monetization, detailing the pros & cons of each model and suggesting the preferred model for maximum returns.
 - c. Carrying out market valuation of asset (both land and buildings) for current allowed land use, the permissible land use as per master plan, and also for any other land use which may yield higher returns. To also advise on the feasibility of conversion to such other land use along with expected timelines.
 - d. Advise on profile of target buyers.
 - e. Preparation of a comprehensive Feasibility Report for the asset containing all the above details.
 - f. Assisting in finalization of transaction structure.
 - g. Preparing the bid documents (Request for Proposal (RFP), Concession Agreement, Lease Agreements, Preliminary Information Memorandum (PIM) for each project, etc.)
 - h. Assisting MTNL / Auctioning Agency in conducting the bid process.
 - i. Ensuring completion of transaction i.e. assisting in legal documentation for transfer of ownership, physical handover of the asset, till the stage of transfer of funds into MTNL account is complete.
2. The scope of work of Consultant shall exclude the physical technical work (survey, demarcation etc.) and specialized legal work (Legal due-diligence, title search, obtaining NoC/ permission etc) required for monetization of the asset. If such a requirement arises, the Consultant shall suitably advise MTNL, and MTNL may appoint separate Consultant/ Surveyors/ Experts/ Law firms for the same. The Consultant shall however assist MTNL in preparation of RFP or other documents for

engagement of such consultants and also coordinates with such external consultant to obtain the deliverables.

3. The Consultant shall be required to liaison with the local government/ regional development authorities only to the extent required for ascertaining the existing guidelines/ bylaws, shortcomings in existing title ownership papers etc. and not for obtaining any CLU, NoC or permission for the particular MTNL asset. However, if any further document is required for monetization of the asset, the consultant shall guide MTNL on the procedure to apply and obtain such document.
4. Sub-contracting of the assignment will not be allowed. The appointed Consultant shall be solely responsible for all the required final deliverables. The engagement of specialized agencies by the consultant for specific portion(s) of work shall not be considered as sub-contract. However, the Consultant shall be responsible for the work done or advice rendered by such agencies engaged by him.

SECTION-4
INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS:

1.1. The bids have to be submitted online, on or before 11:30 Hrs. of 05.01.2024.

1.2. For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- (<https://etenders.gov.in/> eprocure/ app) and follow all steps as per functionality of e-tender portal. The detailed guidelines for Bid submission, FAQ and Bidders Manual Kit are available on the said website.

1.3. In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

1.4. The bidder shall not tamper with or modify the downloaded Bid document being submitted in any manner other than that specifically allowed in this bid-document. In case any tampering or modification is found, action may be taken to reject the bid and/or debar the Consultant from future bidding.

1.5. All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

1.6. All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

1.7. Incomplete, ambiguous/ illegible or conditional Bids are liable to be rejected.

2. ENVELOPES FOR SUBMISSION OF BID: The Bid offer shall contain one set of the following documents-

2.1 E-envelope called 'Financial bid envelope' on e-tender portal shall contain the quoted fee for the work, in the format enclosed in Section-7 of this bid-document. It should be ensured that -

a) The financial bids to be submitted by the bidder for each cluster should be a **percentage (up to four decimals)** of the sale proceeds.

b) The quoted fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses etc. and all taxes and duties (excluding GST). It shall also be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable

presentations etc. No additional fee or cost in any form shall be paid by MTNL unless specifically allowed elsewhere in the Bid-Document.

c) The quoted fee should be unconditional. Bids with conditions shall be summarily rejected.

d) The bidder can quote for one or more clusters as desired by him. The fee percentage (excluding GST) quoted by bidders for each cluster shall be evaluated separately and the Lowest bidder in each individual cluster will be considered for appointment as the Transaction Advisor for that cluster.

3. FORMAT AND SIGNING OF BID

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

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

4. Power of Attorney

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

b) The power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company /institution /Body corporate. A Board Resolution in the name of Authorized Signatory in lieu of Power of Attorney is also acceptable.

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

d) Attestation of the specimen signatures of authorized signatory by the Company`s/ firms bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

5. LATE BIDS

5.1. No bid shall be accepted by E-Bid Portal after the specified deadline for submission.

5.2. The MTNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of MTNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

6. **MODIFICATION AND WITHDRAWAL OF BIDS**

6.1. The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid. If a bid is withdrawn, the same shall be archived un-opened in e-tendering portal.

6.2. The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

7. **PRE BID CLARIFICATIONS**

7.1 A prospective bidder i.e. empanelled Transaction Advisor, requiring any clarification on the Bid Documents shall notify the Purchaser on line by using the e-procurement website. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives. The query (without identifying the source) and clarifications by the Purchaser shall be posted on e-procurement website **<https://eprocure.gov.in/eprocure/app>** for information of all the prospective bidders."

In addition, empanelled Transaction Advisor may also seek clarifications on RFP document through email, if required on email address **mtnlcoamcell@gmail.com** before 18:00 hours on 21.12.2023.

7.2. If any clarification is issued or modification is done in the bid documents subsequent to decision on the pre-bid queries, the necessary clarification/ corrigendum shall be issued and uploaded on the e-Tender portal for information of bidders.

8. **OPENING OF BIDS**

8.1. The Financial Bids shall be opened at 12:30 hrs on 06.01.2024.

8.2. MTNL has adopted e-tendering process which offers a unique facility for 'Public Online Bid Opening Event (TOE)'. MTNL's Bid Opening Officers as well as authorized representatives of bidders can attend the Public Online Bid Opening Event (TOE) from the comfort of their offices.

8.3. However, if required, authorized representatives of bidders can attend the TOE at the **Committee Room, 5th Floor, MTNL Corporate Office, Mahanagar Doorsanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi-110003** where MTNL's Bid Opening Officers would be conducting Public Online Bid Opening Event (TOE). Only one representative of any bidder shall be authorized and permitted to attend the bid opening.

9. **AMENDMENT OF BID DOCUMENTS**

9.1. The MTNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

9.2. The amendments shall be notified in writing through e-tendering portal and these amendments will be binding on the bidders.

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

10. CLARIFICATION OF BIDS

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

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

11. EVALUATION OF BIDS:

11.1. MTNL shall evaluate the bids to determine whether they are complete, whether any computational 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.

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

11.3. The bidder can quote for one or more clusters as desired by him. The fee percentage (excluding GST) quoted by bidders for each cluster shall be evaluated separately and the Lowest bidder in each individual cluster will be considered for appointment as the Transaction Advisor for that cluster.

11.4 If the Lowest Bid(s) are identical in rate, then the Transaction Advisors who has no assignment or less number of assignments for monetization of land parcels of MTNL, will be considered for appointment as the Transaction Advisor.

11.5 If the Lowest Bid(s) and assignments are identical, then the Transaction Advisor who has highest Turnover as cumulative professional fees during the last Five Financial Years ending 31.03.2023, will be considered for appointment as the Transaction Advisor. The professional fees received each year for the last five years should be duly certified by statutory auditors which are required to get the audit done as per law,

otherwise by a professional Chartered Accountant authorized to practice by the Institute of Chartered Accountants of India.

12. CONTACTING THE PURCHASER

12.1. No bidder shall try to influence the MTNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify its bid or influence MTNL in MTNL's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

12.2. MTNL will either accept the lowest eligible bid or call the lowest eligible bidder for negotiations. The representative authorized by the bidder shall only be permitted to negotiate the financial offer and other terms to conclude a binding agreement. In case the negotiation fails, the rate quoted initially by the bidder shall be taken into account for evaluation.

12.3. The Lowest bidder after negotiations, if any, shall be considered for issue of Letter of Acceptance (LOA).

12.4. The selected Consultant shall be required to sign a Contract Agreement with MTNL within 30 days of issue of LOA or within the time as extended by MTNL.

12.5. If the Consultant fails to accept the LOA or fails to sign the contract agreement within the specified period (unless any period/condition is relaxed by MTNL for compelling and genuine reasons; and the decision of MTNL in such case would be absolute & final), the LOA can be withdrawn and other actions as per the terms and conditions of empanelment and this Bid-Document can be taken.

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

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

14. NEAR-RELATIONSHIP CERTIFICATE

14.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in Corporate Office of MTNL at Delhi. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. A board resolution duly

signed by the company secretary or by all Directors shall also be acceptable in lieu of separate certificates from individual Directors.

In case the undertaking as above from all individual Partners/Directors cannot be arranged by the date of submission of bid, a certificate by the Authorized signatory or the Company Secretary that none of the relatives of any of the Directors/Partners of the firm are employed in MTNL Corporate Office at New Delhi can be considered for evaluating the tender.

14.2. Due to any false information given by the bidder in this regard, the Bid may be cancelled and Bid Security, if any, 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.

14.3. 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).

14.4. The format of the certificate is given in Section 6(B).

SECTION-5

GENERAL TERMS AND CONDITIONS

1. The Consultant shall be bound by the terms and conditions of this bid and also terms and conditions of his empanelment with the MTNL.
2. In case there is any conflict between the terms and condition of this Bid-Documents and the conditions of empanelment done by the MTNL, the provisions of this Bid-Documents shall prevail.
3. **DELIVERY SCHEDULE / TIMELINES:**
 - a. The Consultant shall make full efforts to adhere to the following timelines for providing the services –

S.No.	Activity / Milestones	Time
1	Site inspection, study of available documents and submission of inception report	30 days from the date of issue of appointment letter by MTNL
2	Submission of draft feasibility report containing modeling and valuations	30 days from the receipt of comments of MTNL on inception report
3	Submission of final feasibility report along with recommendations. Also, Submission of draft RFP for monetization through auction etc.	15 days after receipt of comments of MTNL on draft feasibility report
4	Submission of final RFP for monetization	15 days after receipt of comments of MTNL on draft RFP
5	Post-Bidding activities	As per the timelines specified in approved RFP.

- b. If the works/services are delayed by cause(s) which, in the absolute discretion of the MTNL, is beyond the Consultant's control, then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof, in writing to the authorized representative of MTNL. The Consultant may also, if practicable, indicate in such a request the period for which extension is desired.
 - c. In such case the MTNL may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Non-application by the

Consultant for extension of time shall not be a bar for giving any fair and reasonable extension and this shall be binding on the Consultant.

- d. The time allowed for execution of the works as specified above or the extended time in accordance with these conditions shall be the essence of the contract.

2. CONSULTANCY FEE / PAYMENT TERMS:

- a. The quoted fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses etc. and all taxes and duties (excluding GST). It shall also be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc. No additional fee or cost in any form shall be paid by MTNL unless specifically allowed elsewhere in the Bid-Documents.
- b. Payment except interim payments (as per clause 3 of this section) if any, shall be made only after realization of full sale proceeds in MTNL account and conclusion of sale.
- c. For payment of fees, the Consultant shall submit all the required documents such as GST compliant Invoice and other details as required by MTNL. Also, the Consultant has to ensure compliance with all requirements of GST laws as may be applicable.
- d. TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

3. INTERIM PAYMENTS / DROP-DEAD FEE:

- a. The MTNL may, at its discretion, make the following interim payments to the Consultant on achieving the specified milestones as under-

SN	Item	Fee Payable (inclusive of all taxes)
(i)	After submission of final feasibility report and market valuation of lands and buildings (subject to acceptance of report by competent authority)	Rupees One lakh.
(ii)	After submission of RFP for tender/auction and conduct of first auction.	Rupees Fifty thousand.

- b. The interim payment made as above by MTNL shall be adjustable in the final bill of the Consultant. In case MTNL is of the view that the interim payment may exceed the probable fee amount based on the quoted percentage by the

Consultant, it may suitably restrict the interim payment to a lower amount as deemed fit by MTNL.

- c. In the event that the agreement is terminated by the MTNL due to reasons other than the non-performance of contract by the consultancy firm, for e.g. MTNL deciding not to go ahead with the monetization process. Legal impediment or insufficient rights for sale/transfer of land etc., the Consultant shall be entitled to a drop-dead fee as under. The interim payment, if any, made to the consultant shall be adjusted in the admissible drop-dead fees-

SN	Item	Fee Payable (inclusive of all duties and expenses but excluding GST)
(i)	After submission of final feasibility report and market valuation of lands and buildings (subject to acceptance of report by competent authority)	Rupees One lakh.
(ii)	After submission of RFP for tender/auction and conduct of first auction.	Rupees Fifty thousand.

- d. In case more than one land parcel exists in a cluster, the amount of interim payment and Drop-dead fee as above shall be applicable individually for each land parcel in that cluster.

4. CONSULTANT TO COOPERATE IN AUDIT, INQUIRY ETC.

- a. Each invoice paid by MTNL shall be subject to a post-payment audit by auditors, whether internal or external, of MTNL or by other authorized and qualified agents of Government at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. MTNL shall be entitled to a refund from the consultancy firm for any amounts shown by such audits to have been paid by MTNL other than in accordance with the terms and conditions of the Contract.
- b. The consultant shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the consultant. The right of MTNL or any other legitimate body to conduct an investigation and the consultancy firm's/ deal team members' obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The consultancy firm/deal team members shall provide

its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the consultancy firm's/deal team members' obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to MTNL access to the consultancy firm's/deal team members' premises at reasonable times and on reasonable conditions in connection with such access to the consultancy firm's/deal team members' personnel and relevant documentation.

5. **CONFLICT OF INTEREST**

- a. The bidder/ consultant shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the MTNL while rendering any advice or service. The consultant must act, at all times, in the interest of the MTNL and render any advice / service with professional integrity. A consultant is expected to undertake an assignment / project, only in areas of its expertise and where it has capability to deliver efficient and effective advice / services to the employer. The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.
- b. The consultant shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers / bidders, while rendering any advice /service to the MTNL, in regard with matters related to preparation of RFP for auction, determination of bid eligibility criteria, bid evaluation criteria, mode of tendering, tender notification etc.
- c. The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the employer under the contract.
- d. The consultant shall provide professional, objective, and impartial advice and at all times hold the MTNL's interests paramount, without any consideration for future work, and that in providing advice they shall avoid conflicts with other assignments and their own interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other employers, or that may place them in a position of being unable to carry out the assignment in the best interest of the MTNL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- I. **Conflict between consulting activities and procurement of goods, works or non-consulting services** - A firm that has been engaged by the MTNL to provide goods, works or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common

control with that firm, shall be disqualified from subsequently providing goods, works, or services resulting from or directly related to the consulting services for such preparation or implementation.

- II. **Conflict among consulting assignments** - Neither consultants (including their personnel and sub consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting a employer in the privatization of public assets shall neither purchase, nor advise purchasers of such assets.
- III. **Relationship with Employer 's staff-** Consultants (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the MTNL who are directly or indirectly involved in any part of the preparation of the terms of reference for this assignment, or the selection process for the contract, or the supervision of such contract, may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MTNL throughout the selection process and the execution of the contract.
- IV. A consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

6. ACTION BY MTNL AGAINST CONSULTANT / BIDDER IN CASE OF DEFAULT.

- a. The consultant shall abide by the Rules of Enlistment, and, by the terms & conditions of this bid-document. The Consultant shall timely and satisfactorily execute the works.
- b. If the Consultant/ Bidder –
 - I. Fails to deliver the goods and/or services within the time period(s) specified in the contract, or any extension thereof granted by the MTNL; or
 - II. Fails to perform any other obligation(s) under the Contract; or
 - III. is found to have given false particulars in the bid, has indulged in any type of forgery or falsification of records, or

- IV. has quoted for the work under two or more firms where he is a Partner/ Director/ Owner.

then, MTNL shall have right to terminate the contract and take the following action against the Consultant, after the issue of Show Cause notice, if the reply to the same is not found satisfactory. The decision of the MTNL shall be final and binding on the Consultant -

- 1. If the consultant is on the panel of MTNL for providing Transaction Advisory services for monetization of surplus land parcels of MTNL, action for any of the above default may be taken by MTNL as per the terms and conditions of empanelment.
- 2. If the consultant is not on the panel of MTNL for providing Transaction Advisory services for monetization of surplus land parcels of MTNL, the consultant may be debarred from bidding in future works either temporarily or permanently, as MTNL may decide.

2. DISPUTE RESOLUTION, ARBITRATION, ARBITRATION CLAUSE, APPLICABLE LAW AND JURISDICTION – please refer Section 8

SECTION-6

6(A) –DECLARATION AND UNDERTAKING

To

The DGM (AM)
MTNL Corporate Office
New Delhi

Sub: Providing Transaction Advisory services for monetization of land parcels of MTNL

Ref: Your NIT No.: MTNLCO-28/32(32)/5/2023-28

Date: 12.12.2023

Dear Sir,

1. I/We are Empanelled with MTNL as a Real Estate Consultant for providing transaction advisory services for monetization of land and buildings.
2. With reference to your above referred Bid-Documents including amendment/clarifications/addenda, I/We, having examined all relevant documents and understood their contents, hereby submit our Bid. The Bid is unconditional and unqualified.
3. I/We shall make available to the MTNL any additional information it may deem necessary or require for supplementing or authenticating the Bid.
4. I/We agree to keep this offer valid for 90 (Ninety) days from the Bid submission date specified in the bid documents or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
5. I/We acknowledge the right of the MTNL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree and undertake to abide by all the terms and conditions of the bid Document. In witness thereof, I/We submit this Bid under and in the accordance with the terms of the bid Document.
7. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Bid offer are correct.
8. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, MTNL reserves the right to debar our Bid offer/ cancel the Enlistment/LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Performance Security/ Bill amount, if any, pending with MTNL. In addition, MTNL may debar the Bidder from participation in its future Bids.
9. In case any correction/ addition/ alteration/ omission is made by us in the Bid document, our Bid may be treated as non responsive and shall be liable to be rejected by MTNL.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

Present Correspondence Address

.....

.....

Telephone/ Mobile No.

-

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Sample Format of the Certificate to be given as per the clause 14 of Section-4 by the bidder in respect of status of employment of his/ her near relation in MTNL)

UNDERTAKING BY INDIVIDUAL PARTNERS/ DIRECTORS

Name of Work: Providing Transaction Advisory services for monetization of land parcels of MTNL

NIT No.: MTNLCO-28/32(32)/5/2023-28

Date: 12.12.2023

I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the Bid document is/are employed in MTNL Corporate Office at New Delhi as per details given in Bid 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.

Signature of the Proprietor/ Director/Partner
With date and seal

OR

CERTIFICATE BY AUTHORIZED SIGNATORY / COMPANY SECRETARY

Name of Work: Providing Transaction Advisory services for monetization of land parcels of MTNL

NIT No.: MTNLCO-28/32(32)/5/2023-28

Date: 12.12.2023

I.....s/o.....r/o.....hereby certify that none of the relative(s) of any Partner / Directors of our firm, as defined in the Bid document is/are employed in MTNL Corporate Office at New Delhi as per details given in Bid 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.

Authorized signatory / Company Secretary
With date and seal

6(C) FOR LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING EVENT.

(To be typed preferably on letter head of the company)

Name of Work: Providing Transaction Advisory services for monetization of land parcels of MTNL

NIT No.: MTNLCO-28/32(32)/5/2023-28

Date: 12.12.2023

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the NIT no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms. whose signatures are attested below, to attend the bid opening for the NIT mentioned above on our behalf.

.....
Signature of the Representative
Name of the Representative

Above Signatures Attested

.....
Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

Note

- 1. Only one representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**SECTION-7
FINANCIAL BID**

(This is the sample format for information about quoting of fee. The bidder has to quote the fee in the BOQ attached as a separate spreadsheet on the eTender portal.)

Name of Work: Providing Transaction Advisory services for monetization of land parcels of MTNL

NIT No.: MTNLCO-28/32(32)/5/2023-28

Date: 12.12.2023

SAMPLE FORMAT FOR QUOTING OF VALUATION FEE

Cluster No.	Address(s) of Land parcel(s)	Fee quoted as a percentage of sale proceeds received by MTNL (upto four decimals) (The quoted fees shall be inclusive all duties and expenses but excluding GST)	GST (in Percentage)
1	Five (05) Land Parcels of Delhi (Details as per Clause 1 of Section 1 of NIT)		
2	Two (02) Land Parcel of Mumbai (Details as per Clause 1 of Section 1 of NIT)		

Note:

- a. The bidder can quote for one or more clusters as desired by him. The fee percentage (excluding GST) quoted by bidders for each cluster shall be evaluated separately and the Lowest bidder in each individual cluster will be considered for appointment as the Transaction Advisor for that cluster.
- b. If a Bidder does not want to participate for any cluster, then the cells for quoting fee in that row should be left blank. If Zero percentage is entered in the fee cell against any cluster, it will be assumed that the bidder has not quoted for that cluster.
- c. The quoted fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses etc. and all taxes and duties (except GST). It shall also be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc. No additional fee or cost in any form shall be paid by MTNL unless specifically allowed elsewhere in the Bid-Documents.

- d. The quoted fee should be unconditional. Bids with conditions shall be summarily rejected.

SECTION-8

8.1 DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

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

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

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

(c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel along with the letter invoking the Arbitration. The other Party shall convey its consent for the one name as an Arbitrator out of three names within 15 days of receipt of such request.

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

(e) Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by CMD, MTNL or any other officer on his behalf. In case, the office of CMD, MTNL becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of ED Delhi/Mumbai /CMD, MTNL shall issue the appointment order.

(f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi.

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

(h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.

(i) The Arbitration proceedings shall be in English language.

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

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

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

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

SECTION-9

INTEGRITY PACT

Between

Mahanagar Telephone Nigam Ltd. (MTNL) hereinafter referred to as "The Principal" Andhereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Section 1 - Commitments of the Principal

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

- e. PRINCIPAL will honour its commitments and make due payments to The Bidder(s)/Contractor(s) in a timely manner.
 - f. PRINCIPAL will initiate action and pursue it vigorously whenever unethical behavior occurs or is suspected to have occurred.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

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

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

allegations against the principal or its associates.

- f. The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL
 - g. The Bidder(s)/Contractor(s) will promote and observe best ethical practices within its organization.
 - h. The Bidder(s)/Contractor(s) will promptly inform the Independent Monitor(of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and
 - (i) If comes to know of any unethical or illegal practice in PRINCIPAL.
 - (ii) If he makes any payment to any PRINCIPAL Associate
 - i. The Bidder(s)/Contractor(s) will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under the PC / IPC / CRPC / IT Act.
 - j. Foreign Bidder(s)/Contractor(s) will disclose the name and address of agents and representatives in India and Indian bidders will disclose their foreign principals or associates.
 - k. The Bidder(s)/Contractor(s) signing Integrity Pact shall not approach the courts while representing the matters to IEMs and will await the decision of IEMs in the matter.
 - l. In case of sub-contacting, the principal / main Bidder/Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractors.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor/Monitors

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

(8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

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

Annexure-A

Guidelines of MTNL on Banning of Business Dealings

1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

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

4. Initiation of Banning / Suspension:

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

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with MTNL is under investigation by any department (except Suppliers of Imported Equipment), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges

under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

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

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

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

5.5 For suspension of business dealings with Suppliers of Imported Equipment following shall be the procedure: -

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

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

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

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

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
 - 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MTNL, during the last five years;
 - 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
 - 6.4 If the Agency continuously refuses to return / refund the dues of MTNL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
 - 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
 - 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
 - 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
 - 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (MTNL) or its official in acceptance / performances of the job under the contract;
 - 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
 - 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (MTNL) or not;
 - 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (MTNL) or even otherwise;
 - 6.12 Established litigant nature of the Agency to derive undue benefit;
 - 6.13 Continued poor performance of the Agency in several contracts;
 - 6.14 If the Agency misuses the premises or facilities of the Company (MTNL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the

misconduct /default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent through the ED of the Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers.

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

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

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

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

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

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

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

- i) Banning of the agencies shall apply 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 following :-

1. 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.
