



महानगर टेलिफोन निगम लिमिटेड, मुम्बई
(भारत सरकार का उपक्रम)

MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI
(A Govt. of India Enterprise)

उप महाप्रबंधक (ईबीजी-1) का कार्यालय 5 वी मंजिल, टेलीफोन हाउस, वीर सावरकर मार्ग, दादर (प), मुंबई-28
Office of Dy. General Manager(EBG), 5th floor, Telephone House, V.S. Marg, Dadar(West),
Mumbai-28.

राजस्व भागीदारी के आधार पर ईपीएबीएक्स विक्रेता सूची में सम्मिलित करने हेतु वॉक-इन टाइप रुचि की अभिव्यक्ति के लिए आमंत्रण की सूचना

**WALK-IN-TYPE EXPRESSION OF INTEREST
FOR
EMPANELMENT OF EPABX VENDORS
ON REVENUE SHARING BASIS**

इओआई क्रं : व.प्र(ईबीजी-1)/इओआई/फ्री ई पी ए बी एक्स /वॉक-इन टाइप/2018-19 दिनांक : 26 /7/2018
EOI NO. SM(EBG-I1)/EOI/FREE EPABX/WALK- IN- TYPE/2018-19 DATED : 26/7 /2018

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The interested EPABX partners/Vendors/OEM shall submit EOI Document as per the terms and conditions as stated in this RFP in O/o AGM(EBG-2),5th Floor,telephone house,Prabhadevi,Mumbai-28. The “ Instruction to Vendors” and “ General Conditions of Contract” are applicable for this tender.

Signature of Vendor/
Authorized Signatory
& Seal

CHECK LIST

Serial No	Name of the Document	Copy Enclosed(Y/N)
1	Clause by clause compliance	
2	TEC certificate for the offered system (as applicable)	
3	Certificate of Incorporation	
4	Articles of Association/ Partnership Deed	
5	Copy of GST Registration, GCST return filed up to last date of previous month of EOI Document submission	
6	Income Tax Return copy filled up to 31-3-2017 or as applicable	
7	Audited Copies of Balance sheet, P & L Statement	
8	Power of attorney/General power of attorney	
9	Letter of Authorization for Attending EOI Document Opening	
10	Declaration Regarding Close Relatives & Non-Debarment/ Black Listing	
11	Experience Record	
12	Client Feedback	-
13	Technical Support & Service Network	
14	Delivery Schedule of Equipment/ Material	
15	Proof of Vendor being authorized dealer/distributor & authorization letter from OEM	
16	Pay order or DD for EOI Document down loaded from web site.	
17	GST Registration certificate>Returns as per annexure M.	
18	A self-declaration along with the evidence that the Vendor is not black listed by GST or erstwhile tax authorities	
19	Copy of MOU document for authorized dealer or supplier & Letter from the OEM indicating continued service support in case of Discontinuation/annulment of agreement with Applicant.	
20	Copy of PAN card	
21	Declaration to work in all area of MTNL	
22	Economic life span of EPABX as per section III, clause 2.20	

Signature of Vendor/
Authorized Signatory
& Seal

SECTION – I
MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI
O/o DGM(EBG-I), 5th floor, Telephone House, MTNL Marg, Dadar(West), Mumbai-400028.
Tele: 022 24378644/24329309

NOTICE FOR EXPRESSION OF INTEREST ON WALK –IN BASIS

EOI No.:SM(EBG-2)/EOI/FREE EPABX /WALK-IN-TYPE/2018-19 Dated: / /2018

On behalf of Executive Director, MTNL, Mumbai invites EOI for Empanelment of reputed Manufacturers/Authorized suppliers/ Dealers of EPABX Equipment in MTNL, Mumbai on walk-in basis. for deployment of free EPABX Scheme to the customers of MTNL on Revenue Share basis in whole area of operation of MTNL Mumbai.

1	Name of work	: Empanelment of EPABX Vendors.	
2	Empanelment fee	: Rs. 1,180/- (All inclusive), non refundable in the form of DD payable in Mumbai..	
6	Contact person/s	Address	SM(EBG-2)/DM(EBG2), Mumbai 400028
		Fax No	022 24210111
		e-mail	agmebgmbi@gmail.com
7	Submission of EOI	2 sets of Documents as per RFP be submitted in O/oAGM(EBG-2),5 th Floor, Telephone House, Prabhadevi,Mumbai-28.	
8	The cost of empanelment fee which shall be paid offline in the form of DD/Pay Order, drawn on any scheduled bank/nationalized bank, in the favour of Mahanagar Telephone Nigam Ltd.” Payable at MUMBAI. It shall be submitted to Sr. Manager (EBG-II).		

SM(EBG-II)
MTNL, Mumbai

Signature of Vendor/
Authorized Signatory
& Seal

SECTION – II

INSTRUCTIONS TO VENDORS

1. INTRODUCTION:

Mahanagar Telephone Nigam Limited (MTNL) is a major telecommunication service provider in India having its operations in Mumbai and New Delhi. It offers all kinds of telecommunication services like Basic (both fixed and wireless), Cellular, Data, and Internet etc.

Keeping pace with the technological trend towards Convergence and to provide latest and varied value added services to its customers, MTNL, Mumbai, intends to provide total Voice and Data Solution to its customers, wherein State-of-the-art EPABX will be provided free of cost in the whole area of operation of MTNL, Mumbai.

2. EXPRESSION OF INTEREST (EOI) :

- 2.1 To enable MTNL to provide total Voice and Data Solution to its esteemed customers in operational area of MTNL Mumbai, MTNL intends to have tie-up and empanel leading Equipment Manufacturers, Authorized suppliers/ Authorized Dealers of EPABX who will do all the Supply, Installation , Testing, Commissioning, Maintenance, expansion, Up gradation, Support, etc for the agreed period. of contract.
- 2.2 The EOI is for the geographical area of Mumbai, Thane and Navi-Mumbai, Mira road- Bhayander. This area will be referred as project area hereafter.
- 2.3 MTNL intends to allow successful Vendors in project area of MTNL to deploy and operate their EPABX system on revenue share basis.
- 2.4 The Supply, Installation Testing & Commissioning (SITC) of EPABX shall be on revenue share based agreement with equipment manufacturers or their authorized dealers or authorized Suppliers, for supply, Installation, Commissioning, Expand, Maintenance and Up-gradation of Voice & Data EPABX at the premises of MTNL's customers on Revenue Share Basis up to Five years or extended period in the area of operation of MTNL, Mumbai and the connectivity to the EPABX will be provided by MTNL.
- 2.5 The equipment so installed by Vendor shall upon installation become an integral part of the basic telecom network and that the Telecommunication Services so provided by MTNL and Vendor through the provision of such equipment would be within the purview of the services as defined under the terms and meanings assigned to them by DOT, TRAI and/or any other government/statutory body so legislated from time to time.
- 2.6 Interested parties fulfilling the eligibility criteria as given under Para 3 below, may submit their EOI Documents under single EOI Document system (Techno- Commercial EOI Document) for deployment and operation of EPABX network as per the detailed scope of work and broad terms and conditions mentioned in the succeeding Para.

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2.7 Vendor will make all investments required for Marketing, Survey, Engineering, planning, provide, install, commissioning, expansion, upgrade and maintain the equipment at its own cost & risk. Further, Vendor shall be liable to pay all taxes, levies, duties, local taxes etc, of whatsoever nature for the Project. Vendor will also provide new services/features etc. in consultation & approval of MTNL. MTNL will make available connectivity for the EPABX system as per customer demand.

The selected Vendor can offer the service after testing/validation/ clearance for commercial launch by MTNL and signing of the agreement with MTNL.

- 2.8 EOI Documents should be submitted in cover properly sealed, which should be marked as “EOI Document for –Empanelment of Free EPABX Vendors on Revenue sharing basis in MTNL Mumbai project area” and to be delivered in person on or before time of the due date of tender receipt at the venue address as given in NIT as stated above. MTNL shall not be responsible if the EOI Documents are delivered elsewhere.
- 2.9 No EOI Document can be modified subsequent to the deadline for submission of EOI Document.
- 2.10 The system features have to be demonstrated at customer’s premises or in the Vendor’s office in Mumbai for the same model(s) of EPABX Equipment proposed in this EOI document.
- 2.11 The Vendor shall supply documentary evidence/verifiable reference (name, address, telephone no, web-site address and email-id) from customer clearly indicating deployment size, technology used, time taken for delivery, its commissioning, performance and after sales support from the end user for enabling assessment of the performance.

3. Eligibility Criteria :

- 3.1 The offered EPABX system should adhered to Specification No. TEC/IR/SW/PBX/004/03/MAR 2015) or latest (if any). –Interface Approval as per the category specified under specification of EPABX - Section-V.
- 3.2 This invitation for Vendors is open to all Indian firms engaged in manufacture/authorized dealers/distributors of EPABX having adequate experience except to those which are blacklisted, banned or debarred from participation in MTNL/BSNL/any Govt. organization.
- 3.3 The Vendors other than the Original Equipment Manufacturers (OEM) like Sole/Authorized supplier/ dealer in India of the OEM, must submit a letter of authority from the OEM stating that they have been authorized to quote on behalf of the OEM. The Authorized Supplier /Dealer has to provide commitment from Original Equipment Manufacturer of the equipment proposed to be deployed as part of this EOI, in the form of MOU that the OEM shall provide technical support to the Vendor for planning, design, installation and commissioning, operation, maintenance, spares, expansion and up gradation for a minimum period of seven years or till the extended period.
- 3.4 The Vendor shall be a supplier of EPABX with average annual turnover in last three years at the time of submission of EOI Document, as –

1.		
2.	Rs. 20 lakh	for EPABX having 8 extn upto 512 extn.
3.		
4.	Rs 40 lakh	for EPABX having more than 512 extn. and above.

The Vendor shall provide documentary evidence in support of its turnover as per clause 4.4.

- 3.5 The Vendor should be an OEM or authorized dealer or supplier having MOU agreement with OEM.
- 3.6 The Vendor must have **minimum experience** of implementation of EPABX solution **as follows:**

Signature of Vendor/
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- (i) Vendor should have experience in the field of EPABX for any type as above for a minimum period of 3 years from 1-4-2015 or accordingly till the date of submission of tender.
- (ii) The Vendor should submit the client feed duly signed by authorized signatory.
- (iii) Vendor should have implemented EPABX for a minimum of 03 active customers as on date of submission of this tender for any model and capacity offered any where in India and should be operational for minimum period of six months.
- (iv) The Vendor shall not be a licensee of Basic/Cellular/ILD/NLD/Unified Services anywhere in the licensed area of MTNL, Mumbai.

- 3.7 The EPABX Vendors should have their office and operations in Mumbai and should have a full-fledged customer support team based in project area of MTNL, preferably in Mumbai. The Vendor should provide operation & Maintenance within the stipulated office hours of 9:00 am to 6:00 pm and an extended service time till 8:00 pm in case of any emergency/breakdown, with proper local backup team. The Vendor shall furnish documentary proof of having sufficient capability in terms of number of establishments like EPABX units, spares availability, service support teams for installation & commissioning, marketing and maintenance of EPABX separately.
- 3.8 Under any condition Vendor should not outsource the EPABX activities.

4. Documents establishing Vendors eligibility & qualification :

The following documents are required to be submitted along with the EOI EOI Documents not later than the specific time on due date as mentioned in NIT.

- 4.1 Clause by clause compliance of specifications and terms and conditions of this Notice Inviting Expression of Interest shall be given. The Vendor in lieu of it, must sign each page of the document in original, and submit it intact without detaching any page along with letter of Expression of Interest to convey the acceptance of all the provisions and terms and conditions contained in the document of Expression of Interest with all its attachments and annexure.
- 4.2 All annexure of EOI duly filled in and signed.
- 4.3 Certificate of Incorporation with copy of Articles of Memorandum of Association, if applicable.
- 4.4 Copies of audited balance sheet and Profit and loss account for the last three financial years i.e 2014-15, 2015-16, 2016-17 or previous three years accordingly.
- 4.5 Copy of PAN card/Allotment letter issued by Income Tax Dept.
- 4.6 Declaration regarding close relations working in DOT/MTNL and debarment/black listing etc as per Annexure-E.
- 4.7 Certificate of Experience as defined in eligibility criteria along with customer details, addresses and telephone numbers of the customer. – as per Annexure G.
- 4.8 Copy of GST Registration Certificate and , GST Returns filed up to previous month of submission of EOI Document(or latest as per GST rules) and Declaration as per annexure-‘D’.
- 4.9 Deleted..
- 4.10 Power of Attorney/General Power of Attorney or proper authorization to the person empowered by the firm to sign the documents on its behalf.
- 4.11 EOI Document cost, in the form of Pay Order / DD for EOI Document in favour of Dy. Manager(Cash-HQ), MTNL Mumbai, Payable at Mumbai for document downloaded from web site.

- 4.12 Valid TEC certificate for the offered system, Documents/ Undertaking in support of meeting the various technical requirements as per Section-V of the tender document wherever applicable.
- 4.13 Proof of the Vendor being an authorized dealer/ supplier of product manufacturing firm. The dealership/ supplier should be valid as on the date of submission of EOI Document and continue to remain valid throughout the currency under this tender.
- 4.14 Valid Goods and Services Tax Identification Number (GSTIN). If Vendor has opted Composition Scheme under GST, it should be clearly mentioned by Vendor in EOI Document document. In case the Vendor 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.
- 4.15 (xiv) A self-declaration along with the evidence that the Vendor is not black listed by GST or erstwhile indirect tax authorities.
- 4.16 (xv) In case the Empanelled Vendor gets black-listed during the tenure of MTNL contract, then in such cases the vendor will indemnify to MTNL for any loss of eligible GST credit as quoted in the EOI Document. Further in such cases MTNL reserve the right to revise the revenue share 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.
- 4.17 (xvi) In case the Vendor is registered under composite scheme, then Vendor has to submit declaration to this effect along with EOI Document document. After submission of EOI Document, if Vendor 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.

5. Signing of EOI Document.

- 5.1. Person or persons signing EOI shall state in what capacity he or they are signing the EOI e.g as sole proprietor of a firm or as Secretary/Manager/Director etc of a Limited Company and shall attach the copy of said authorization etc. In case of partnership firms, the names of all the Partners should be disclosed and the EOI shall be signed by all the Partners or the duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract, including the Arbitration Clause. The original or notary attested copy of the partnership deed should be furnished along with the application of Expression of Interest in case of a limited company, the name of all the Directors shall be mentioned and it shall be certified that the person signing, the EOI is empowered to do so on behalf of the Company and shall attach necessary document evidencing such authorization. A copy of the Memorandum and Articles of Association of the company shall be attached to the EOI with Certificate of incorporation duly signed by the Managing Director / Director/ Company Secretary.
- 5.2 The person signing the EOI or any document forming part of the EOI on behalf of another shall attach a proper power of attorney on required Non Judicial stamp paper duly executed in favour stating that he has authority to bind such other person or the firm as the case may be in all matters pertaining to the contract, including Arbitration clause.

6. Award of Contract :

MTNL may consider placement of orders for deployment of EPABX service to MTNL customers, only on those eligible Vendors whose offers have been found technically, commercially and financially acceptable and whose systems have been type approved as applicable/validated by MTNL and after completing all formalities and execution of agreement.

Signature of Vendor/
Authorized Signatory
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77. Work allotment :

- 7.1. MTNL shall register the customers and maintain waiting list of customers desiring for installation of EPABXs at their sites after receipt of customer request by MTNL as per prescribed registration procedure. All customers' garnered by Vendor shall also be registered at AGM (S & CC) office of the respective area by Vendor.
- 7.2. Based on customer's written request & agreement, MTNL shall place the work order to the Vendor who shall then provide, install, commission EPABX as per EOI document.
- 7.3. In case there are more than one empanelled EPABX Vendor in the Area of Operation, MTNL shall allocate the customer requests between the different companies. This shall be done in a round-robin manner between the different companies so as to achieve equal distribution of EPABX system for each company. However in case any Empanelled EPABX Vendor brings the business /company proposed out of their own Marketing efforts for supply of equipment, MTNL Mumbai may issue work order to them subject to customer conveys in writing that lead is generated by Particular Vendor. The decision of MTNL in the allocation of customer demand between the different empanelled Vendors shall be final. It may however be noted that the above clause would apply to only customers' registering directly with MTNL and the customers garnered by the Vendor shall be directly allocated to the respective Vendor.

8. MTNL Right to accept any EOI Document and to reject any or all EOI Documents :

- 8.1 This EOI Document does not constitute any form of commitment on part of MTNL. Furthermore, this EOI Document confers neither the right nor an expectation on any Company to participate in the proposed Project.

9. DELETED

10 Period of execution & L.D. charges :

- 10.1 The supply and commissioning of the EPABX system and its accessories & documents shall be completed within six weeks from the date of issue of work order. For emergent requirement of customers, MTNL reserves the right to bring down delivery period. In case it is not possible to agree to the time period as specified in this clause, the Vendor may indicate the time period, which can be guaranteed by them provided the same is acceptable to MTNL.
- 10.2 Failure to supply & commission as above will invite LD charges and MTNL Mumbai shall be entitled to recover 5% of first full month revenue, if delayed for a period of two weeks which it supposed to earn after commissioning of the said EPABX, and 10% if it is delayed period of more than two weeks with a cap of 20% maximum. Quantum of liquidated damages assessed and levied by the MTNL, Mumbai shall be final and binding on the EPABX Vendor and not challengeable by the empanelled EPABX Vendor.
- a. Repeated delay in the supply of the materials/commissioning of the system may not only attract the penalty as specified under Clause 10.2 above, but may lead to the termination of the empanelment and forfeiture of PBG by MTNL at any time.
- b. In case Vendor is unwilling to install the equipment at any particular customer-site for any reason whatsoever, he shall intimate the same to MTNL within a week of receipt of such intimation.

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10.3. In case of Vendor either unwilling or unable to meet customer demand, the demand shall be passed to another Vendor where applicable. If the numbers of such refusals exceed five within a span of 12 months MTNL is authorized to withdraw the Vendor from the empanelled list and PBG will be en-cashed and recovered as LD from Vendor's PBG by MTNL.

non- adherence to SLA, from Empanelled Vendor's Recurring Revenue and or PBG, if due to failure on the part of successful Vendor, MTNL could not meet the SLA conditions.

11 Suspension of Agreement:

11.1. MTNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the DOT/ Government of India.

11.2. In such a situation, MTNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

11.3. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of vendor shall be payable by MTNL.

11.4 MTNL reserves the right to suspend the operation of this agreement, at any time, on the directions of the competent authority of the level of Principal General Manager or due to any emergencies.

12. Termination of Agreement :

12.1.MTNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of six months issued to vendor at its registered office, terminate this agreement under any of the following circumstances:

- a) Vendor failing to perform any obligation(s) under the agreement;
- b) Vendor fails to rectify, within the time prescribed, any defect as may be pointed out by MTNL.
- c) Vendor going into liquidation or ordered to be wound up by competent authority.
- d) Non adherence of SLA which MTNL has nominated to customer.

12.2. Vendor wounds up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to MTNL in writing. In that case, the written notice period for termination can be modified by MTNL as deemed fit under the circumstances. MTNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

12.3. Vendor shall maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Vendor and the PBG submitted by Vendor shall be forfeited.

12.4. Breach of non-fulfillment of Agreement conditions may come to the notice of MTNL through complaints or as a result of the regular monitoring. Wherever considered appropriate, MTNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by Vendor or not. Vendor

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shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

- 12.5. MTNL reserves the right to terminate this agreement any time if after signing the agreement, it comes to the notice that agreement has been signed based upon false/incorrect information.

13. Summary Rejection of EOI Documents :

A special attention of Vendors is invited to the following clauses of the EOI Document documents, non-compliance of any one of which may result in outright rejection of EOI Document :

- i. Deleted
- ii. Any EOI Document received not in accordance with Clause of the tender document.
- iii. Any conditional EOI Document.
- iv. Any effort by a Vendor to influence the MTNL authority in the EOI Document evaluation, EOI Document comparison or contract award decision may also result in rejection of the EOI Document.

14. Acceptance/Non-acceptance of the EOI Document offer:

- a) Acceptance of the EOI Document offer will be communicated to the Vendor by a "Letter of Acceptance"
- b) Non-acceptance of a EOI Document will be advised by 'Non-acceptance letter'

15. The successful Vendor will have to execute an MOU in the prescribed form on a non-judicial Rs.100/- stamp paper within two weeks from the date of issue of Letter Of Intent .

16. Acceptance of EOI Document :

On receipt of Performance Security Deposit and execution of Agreement, 'Final Acceptance of EOI Document letter will be issued by SM(EBG-II) within two weeks. SM(EBG-II) will return a signed photocopy of the agreement/contract to the Vendor.

17. **Disqualifications :** MTNL reserves the right to disqualify such Vendor/s who have a record of not meeting the contractual obligations against earlier contracts entered into with MTNL.

18. Duration of Agreement for Empanelment :

The agreement for Empanelment of selected vendors shall be valid for three year from the date of agreement made. The last day of the month in which the agreement expires will be the expiry date for the agreement.

19. **Extension of Agreement for Empanelment :** MTNL, Mumbai reserves the right to extend the agreement for empanelment, depending on satisfactory performance of empanelled vendors to the satisfaction of MTNL. This shall be done on yearly basis limited to a maximum of two years on mutually agreed terms & condition, from the expiry date of the agreement. In case due to any reason no consensus / agreement could be arrived at between the Vendor and MTNL for extending the agreement, the Vendor will provide services for a further period of 6 months on the same terms and conditions so that MTNL can ensure uninterrupted services to its customers. If the Vendor fails to provide the services to MTNL's customers as per terms and conditions, the PBG shall be forfeited.

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20. All legal disputes are subject to the jurisdiction of Mumbai Courts only to the exclusion of all other Courts.
21. Any attempt to negotiate directly or indirectly on the part of the Vendor with authority competent to finally accept the tender or influence the acceptance of the tenders by any means will render his EOI Document liable to exclusion from consideration.
22. All communication sent to the last known postal address of the Vendor shall be deemed to be delivered to him. So, if there is any change in address, the Vendor is liable to intimate it to MTNL authority.
23. **Period of Validity of EOI Documents.**

DELETED.

24. The Vendor 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 EOI. 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 Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorized signatory of EOI Document may also sign this EOI Document on behalf of the entire directors/ partners/ proprietor. Due to any breach of conditions by the company or firm or any other person the EOI Document will be cancelled and EOI Document 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 from further participation in the concerned unit.

The near relatives for this purpose are defined as:

- a) Members of a Hindu undivided family.
- b) Spouse.
- 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).
- d) The format of the certificate to be given is as per Annexure- E.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. Business Model

- 1.1 To enable MTNL to provide total Voice and Data Solution to its esteemed customer in operational area of MTNL Mumbai, MTNL intends to have tie-up and empanel leading Equipment Manufacturers, Authorized suppliers/ Authorized Dealers of EPABX who will do all the Supply, Installation, Testing, Commissioning, Maintenance, expansion, Up gradation, Support, etc for the agreed period of contract on revenue share basis.
- 1.2 Vendor to advertise and market at its own cost in acquisition of customer base for the project with prior approval of MTNL, Mumbai.

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1.3 Vendor would not take the connectivity to its equipment provided at MTNL customers under this scheme from any telecom operator other than MTNL. Vendor shall also not enter into an agreement for providing similar services with any other telecom operator within area of its operation under this agreement in MTNL, Mumbai jurisdiction.

2. Vendor Roles & Responsibilities

2.1. The Vendor/s may also be asked to give the presentations to MTNL for their proposed architecture

2.2. All Services shall be provided under MTNL brand name.

2.3. Marketing:

2.3.1. Vendor shall be free to market/promote the Telecommunication Services at its own cost under the brand name of MTNL. The expenses for the promotion campaign(s) and the extent and scope of such media advertisements, etc. shall at the discretion of Vendor. Such promotion of Telecommunication Services will clearly mention the brand name of MTNL and that Vendor shall not in any manner whatsoever advertise/market/promote the said services as its own.

2.3.2. Vendor shall mention MTNL's applicable brands in all promotions specific to the Telecommunication Services.

2.3.3. Vendor shall get the marketing plans approved by the marketing cell of MTNL, Mumbai Office for the Telecommunication Services.

2.3.4. MTNL and Vendor may work out special promotions schemes etc. on mutually agreed basis.

2.4. Vendor will provide free EPABX system along with FCBC, system end MDF, Inter-Connect Cables (from system end MDF to customer's field MDF) and optional items (on out right basis) required by customer intimated in writing by MTNL in order to deliver the Telecommunication Services to the MTNL Customers in the Areas of Operation for a period of Five Years or extended period.

2.5. No Annual Maintenance Charges will be payable to the Empanelled Vendors for equipment which is to be supplied free by them.

2.6. Vendor will have to provide FREE EPABX and free to opt any category of EPABX vide clause 5 SECTION III, from 8 extension to 1000 extensions and above .

2.7. Optional accessories like CLI / Digital phones; etc shall be provided by the Empanelled Vendor directly to customer on out right basis.

2.8. Vendor may provide Cabling/ Wiring & Instruments at Customer Premises, if required by the Customer on mutually acceptable extra commercials.

2.9. Except optional items, Vendor shall install, maintain and supply all spares for all the equipment supplied by it under this EOI at its own cost and shall be liable to pay the wages, salary etc to the person engaged by Vendor for installation, commissioning & maintenance etc. of said equipment at MTNL customer's premises and shall comply with all labour laws i.e. PF/ EPF, Industrial Disputes etc.

2.10. Vendor shall be responsible for all license & copyright obligations with respect to hardware and software installed by them.

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- 2.11. Vendor shall provide relevant literature, drawings, etc for the equipment supplied required to MTNL supporting staff/ customer.
- 2.12. Vendor shall not disclose or use the information accessed/provided during the Agreement to any one in a manner detrimental to MTNL.
- 2.13. Successful Vendor will have to upgrade equipment deployed in MTNL network on regular intervals and to meet the customer demands.
- 2.14. Vendor shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, notifications etc as per Law of the land and of Government/ court/ tribunals.

2.15. Quality of Performance :

Vendor shall make suitable modifications in their solutions to support the requirements as prescribed by TRAI (Regulator or any other statutory authorities) from time-to-time. Vendor shall support operation of free EPABX system conforming to Quality of Service standards subject to other directions as the competent authority may give from time to time. Vendor shall adhere to such QoS standards and provide timely information as required therein.

- 2.16. The successful Vendors needs to maintain sufficient inventories so as to service the customer request immediately. If the service is delayed by more than as specified under clause 10.2 of section –II and else where, it will be considered as non performance.
- 2.17. Provision of additional Services shall be subject to technical / commercial feasibility and in conformity with the regulatory & license regime and further more on mutual revenue sharing agreement between MTNL and Vendor.
- 2.18. Vendor has to provide second line maintenance of EPABX if required by customer under agreed terms & conditions.
- 2.19. Training to MTNL's staff and officer to cover aspects regarding technology, O&M installation at regular interval, and training to operator at customer's sites as per the requirement to be carried out free of cost.
- 2.20 Vendor must furnish the economic life span of the equipment as years.
- 2.21 The successful EPABX Vendor have to give an undertaking that they are willing to serve in all areas of MTNL or as decided by MTNL as per - Annexure-R
- 2.22 Vendors should insure the EPABX equipment provided under the contract against perils like fire, theft, high voltage.

3 MTNL's Role & Responsibilities :

- 3.1. MTNL will provide EPABX connectivity as CO Trunks, PRI lines etc. and will also maintain the same at prescribed tariff, likely to change from time to time. Lines from any other operator / service provider other than MTNL either on incoming or outgoing site of EPABX will not be permitted.
- 3.2 All calls made within the EPABX will be FREE. EPABX may be connected through Leased line in case the customer demand and approved by MTNL. No revenue sharing to Vendor for EPABXs provided connectivity through leased lines approved by MTNL.

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- 3.3. MTNL shall raise the bills for these services utilizing its own resources.
- 3.4. All customer interaction such as Billing, Arrears Management and Settlement, Customer Demand Registration, handling of Complaints at the Call centre, etc shall be carried out by MTNL unless otherwise expressly provided in this EOI or as may be directed by MTNL from time to time.
- 3.5 MTNL will raise the bill to the customer for the EPABX service provided on monthly basis.
- 3.6. MTNL shall fix the tariffs applicable to customers for Telecommunication Services taking into consideration the local factors, prevailing competition, market scenario, etc. MTNL shall be free to modify these tariffs from time to time.
- 3.7 MTNL shall share the revenue earned as per the agreement between MTNL and Vendor.
- 3.8. MTNL free to empanel one or more EPABX Vendors.

4. Responsibilities of the Customer :

- 4.1. The Customer shall provide and maintain all wiring, instruments within the customer premises from the field MDF to the Subscriber Point, as also provide KTS, Push Button Telephones, optional items and requisite computer terminals for the purposes of operations and maintenance of Voice and Data EPABX. The Customer shall in this respect have the option to procure the optional items and the underground cabling, wiring from Vendor.
- 4.2. The Customer shall also provide free space of required size, power, AC earth and environment for the trouble free operation and maintenance of the Equipment. MTNL shall provide the necessary connectivity to these nodes. In case the customer is insisting any payments for the above, the same shall be borne by Vendor on case-to-case basis.
- 4.3. The Customer shall further undertake to avail the Telecommunication Services as described under this EOI for a minimum period of Five years or agreed period. The period can be extended at the request of the Customer at terms as are defined under the scheme by MTNL from time to time.
- 4.4. The Customer may at his discretion terminate the agreement with MTNL after providing a 6 (six) months notice of termination during which period it shall continue to pay the monthly charges/rent even though it might choose not to avail the services thereof. However a minimum period of 2 years shall be binding failing which balance of remaining part of 2 years rentals shall be payable by the Customer.
- 4.5 No EPABX capital costs of equipment, license fee will be payable by the customer in the “FREE EPABX scheme” by MTNL.

5. Performance Bank Guarantee(PBG) :

This PBG is payable by the finalized Vendors as under-

<u>Sl. No.</u>	<u>Category of EPABX</u>	<u>PBG Amount in Rs.</u>	<u>Validity period of PBG</u>	<u>Validity period of PBG for extended period</u>
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1	8 Extn to 16 extn.	<i>Two</i> lakh	<u>5</u> Years & six months	New PBG for the Extended period & six months.
2	16 extn & above upto 256 extn.			
3	More than 256 extn to 512 extn			
4	More than 512 extn and above.	<i>Five</i> lakh.	<u>5</u> Years & six months	New PBG for the Extended period & six months.
5	If the Vendor participate for all category, subject to eligible criteria.	<i>Seven Lakh</i>	5 years & Six Months	New PBG for the extended period & six months.

6. Payment Terms & Procedure:

6.1 Empanelled Vendor will be paid within thirty days after MTNL, Mumbai receives the payment from the customer i.e Back to Back payment mode. The revenue share proportion shall be calculated on monthly basis.

License fee as applicable from time to time (License fee is 8% w.e.f. 01.04.2013) shall be deducted from revenue share payable on a/c of service charges/revenue share, wherever applicable.)

6.2 Payment to Empanelled Vendor will be done by respective Area GM where EPABX has been installed after submitting satisfactory report of end customer. This is sufficient condition to release payment to EPABX Vendor. Nodal officer in each area will be the concerned AGM(S&CC)(Bill Passing Authority) who will be responsible for processing of all bill payments to EPABX Vendor. DGM(CSMS) will provide the details of bills related to EPABX commissioned in the areas to each GM unit for Processing of bill payments.

6.3 Empanelled Vendor shall visit the respective site and ensure proper working of their EPABX as preventive maintenance once in quarter and get confirmation from the customer for its effective working.

6.4 DELETED

6.5 DELETED

6.6 Nodal officer Area SM(S&CC) then process the bill for payment after verifying the payment particulars from the CSMS and correctness of the bill within 05 days from the date of receipt.

6.7 All the bills passed by Nodal Officer Area SM(S&CC) are to be fed in bill tracking system to know the status of vendor's bills.

6.8 Concerned Area DM (Works) / DM(Cash) (Bill Paying Authority) may ensure that the payment is made with in a month time after verification and obtaining the approval of Passing authority.

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- 6.9 The Area Dy. Manager (Cash) shall give the details of bills paid through ECS with applicable Tax /license fee deducted information.
- 6.10 The terms and conditions of payments by customers shall be governed by MTNL's rules from time to time provided that these are of general application to both the wire line and wireless access businesses. The disconnection and reconnection practice for payment defaulters shall be enforced as per applicable rules of MTNL.

7. Sub-Contracts :

The Vendor cannot assign / transfer and sub-contracts its interests/obligations under the contract.

8. Revenue share of Empanelled Vendors :

8.1 The revenue share of empanelled vendors is based on percentage on actual bill raised to customer. The customer bill shall include the following component. Rental Charges of trunks (Monthly charges)/free EPABX rental charges, ISDN PRI Plan charges and Call Usage Charges actually billed to the customer after considering incentives/rebates etc. if any for trunk connectivity on MTNL Wired Line Media/ FCT Media.

8.2 The payment will be made to the vendor by MTNL within thirty days after receiving of service charges and call charges from the customer subjected to submission of invoice by empanelled Manufacturers /Authorized Suppliers of EPABX . This payment will be on back to back basis. No payment will be made to the supplier unless the same is received by MTNL.

8.3 GST at prevailing rates will be payable extra by customer to MTNL and will be paid to the vendor on prevailing rates for his portion of, who in turn will pass on the same to the concerned government collecting GST. In case GST is not payable by the vendor to the government, the same will not be payable by MTNL to the vendor.

The empanelled Vendor will have revenue share as stated under schedule- A

9. Optional Items:

- 9.1 The optional items will not be limited to the attached list Annexure-A. All optional items provided by the Vendor should be accompanied by feature list along with price in slab wise and AMC charges.
- 9.2 Price once fixed will remain valid during the contract period.
- 9.3 In consultation with MTNL, optional items shall be directly supplied & billed to the customer by empanelled Vendors.
- 9.4 Empanelled Vendor should give on site warranty of twelve months for optional items.
- 9.5 After warranty support, Empanelled EPABX Vendor should also provide the AMC for the optional items up to the last date of the agreement.
- 9.6. The rate quoted for optional items should not be more than the rate being offered at a lower rate by the Vendor at any other state/place in India/competitors/customers. In the event of higher rate offered by the Vendor, the rate so offered can be rejected at any stage.

10. Maintenance and Support Services:

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- 10.1 Empanelled EPABX Vendor has to provide free maintenance support to the customer for the EPABX installed, for a period of Five Years, from the date such equipment is commissioned or till agreed or extended period.
- 10.2 After expiry of Five Years or agreed period, if the customer wants to continue the service of EPABX, the Vendor may provide the services as per the EPABX scheme.
- 10.3 On due performance & completion of the contract in all respect, Performance Guarantee will be returned / Released by MTNL, Mumbai without interest after deducting dues, if any, payable to MTNL Mumbai. If the service is extended beyond 5 years, Vendor shall renew the PBG for 6 months more from the extended period.
- 10.4 The Empanelled Vendor should have a full fledged service repairing center in the operation area of MTNL, Mumbai, preferably in Mumbai. Vendor should furnish complete details of the service centre along with contact nos. help line /help desk nos. for booking of faults, Fax, email etc.
- 10.5 The Empanelled Vendor should have a team of qualified staffs, Engineers/Technicians for undertaking (i) Marketing (ii) installation & commissioning, (iii) repairs & maintenance separately.
- 10.6 The Vendor shall repair all types of cards, modules/units at its repair centre.
- 10.7 Empanelled Vendor shall carry out monthly preventive maintenance to each site where EPABX is installed and furnish the report.
- 10.8 Empanelled Vendor shall carry out preventive remote maintenance at regular intervals.
- 10.9 In case of major problems / breakdown of service, the skilled Engineer should be sent directly on the site for attending the problems. Contact Telephone Numbers / Mobile Nos. of the skilled Engineers / Technicians may be given so that they can be contacted directly to attend the breakdown in case of emergency. In case of breakdown, partial or full the system should be restored within four hours from the reporting time.
- 10.10 The Empanelled Vendor shall use genuine spare parts for replacement. Cannibalization of spare parts is not permitted.
- 10.11 Sufficient spares should be available in the stock at service center.
- 10.12 In case, satisfactory maintenance is not done by the Empanelled Manufacturer/ Vendor, MTNL, Mumbai will get it done and the cost for the same will be recovered from the Revenue Share & or Performance Bank Guarantee of Empanelled Vendor.
- 10.13 The EPABX should be maintained at the highest level with 99% system uptime per quarter in respect of normal failures excluding catastrophes. The faults reported by subscribers should be rectified within 4(four) hours.
- 10.14 Vendor will keep a record of number of faults and rectification reports in respect of the service, which will be produced before MTNL as and when and in whatever form desired.
11. GST Invoice: Tax Invoice terms:
- (a) All the details of vendor (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- (b) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

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(c)In case of any deficient supply/service, MTNL shall convey the same within a reasonable time to enable the vendor 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/service was made.

(d)It would be the responsibility of the vendor 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 vendor, the same would be recovered by MTNL from the vendor along with the applicable interest and penalty, if any.

(e) Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, vendor should raise invoices at the registered premise of MTNL for availing the credit.

(f) MTNL could at any time instruct the vendor to raise its invoices at a particular location of MTNL

(g) Vender 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 vendor to raise invoice within the prescribed timelines

(h) In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.

(j) “It shall be the responsibility of the vendor to mention State of place of supply of services in the invoice issued to MTNL”

(a) It is the responsibility of the vender to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.

(b) Reporting of correct outward supply by vender in the outward return (GSTR-1) is the responsibility of the supplier. Vender needs to ensure the following points:

(1) Uploading appropriate invoice details on the GSTN within the stipulated time;

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

(3) Vendor needs to pay the entire self-assessed tax on timely basis.

(4) Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by vendor 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 vendor within the time limit

prescribed under the GST law. It should be noted that in case vendor 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 vendor.

(5) In case of mismatch because of vendor's fault, prompt amendments must be made by the vendor else vendor would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.

(6) vendor to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.

(7) A self-declaration along with evidence that the Vendor 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. 27. Tax Indemnity clause MTNL has the right to recover tax loss suffered by it due to any mis-declaration on invoice by the vendor along with any applicable interest and/or penalty, if any as applicable by GST law.

12. Removal of eqpt.

The equipment will belong to the empanelled Vendor of EPABX at all times but the same cannot be removed from the customer premises before the expiry of agreement between customer and MTNL, or unless the customer wants it to be removed or till mutually agreed extended period or discontinued due to subscriber default or replaced by vendor. The Vendor will remove his equipments from customer's premises at his own cost.

13. Indemnity:

The supplier at all times indemnifies MTNL, Mumbai against all claims which may be made in respect of the services for infringement of any right protected by patent, registration of designs or trade mark, always that in the event of any claim in respect of alleged breach of letters, patent, registered designs or trade mark being made against MTNL, Mumbai, MTNL, Mumbai shall notify the Empanelled Vendor of the same and the Empanelled EPABX Vendor shall at his own expense either settle any such dispute or conduct any litigation that may arise there from. Similarly, empanelled Vendor should indemnify MTNL, Mumbai for any claim by customer for unsatisfactory working/services of Vendors from customer end.

14. Force Majeure:

In the event of any force Majeure clause, the Empanelled Vendor or MTNL, Mumbai shall not be liable for delays in performing their obligations under his order and the service dates will be extended without being subject to price reduction for delayed service, as stated elsewhere. Force Majeure shall mean and be limited to the following:

- a) War/Hostilities.
- b) Riot or Civil Commotion.
- c) Earthquake, Fire, Tempest, lightening or other natural physical disaster.

- d) Restrictions imposed by the Government (Central or State) or other statutory bodies which prevents or delays the execution of the order.

15. Arbitration:

- 15.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the ED, MTNL, Mumbai or in case his designation is changed or his office abolished then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the ED, MTNL, Mumbai or by whatever designation such an officer may be called (herein after referred to as the said officer), and if the ED, MTNL, Mumbai or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the ED or the said office. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Govt. servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Govt. servant he has expressed his views on all or any of the matters in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason what so ever, the ED, MTNL, Mumbai or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and a person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 15.2 The arbitrator may, from time to time, with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 15.3 The venue of the arbitration proceedings shall be the office of the ED, MTNL, Mumbai or such other places as the arbitrator may decide.
- 15.4 MTNL will also suspend placing further work orders once such notice is given to the EPABX Vendor till the settlement of the dispute.

SECTION –IV

SPECIAL CONDITIONS:

The special conditions defined in SECTION -IV will also make part of the EOI Document. In case of any contradiction in general conditions and special conditions, the special conditions will prevail.

1. Tariff for the services offered through EPABX system will be decided by mutually. The MTNL will review the tariffs and value-added services in consultation with empanelled vendors from time to time taking into account market conditions and competitive pricing from other service providers to retain customer base.

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2. The services shall be marketed jointly under the brand name of MTNL. Marketing strategies shall be worked out jointly. However, decision of MTNL will be final in this regard. Marketing of services shall be the joint responsibility of MTNL and the Vendor.
3. Vendor will extend all necessary assistance to MTNL for deployment and operation of the EPABX envisaged in the EOI.
4. In the interest of end customer and/or mutual business interest, if any changes/modifications correction/deletions and additions in any part of RFP document, if required may be considered with approval from ED, MTNL Mumbai. Before taking the decision, Empanelled Vendors views will be taken into account.
5. **Responsibility Matrix:**
The responsibility for the execution of the project will be as per the responsibility matrix tabulated below:

Sl. No.	ITEM	Vendor	MTNL
1.	Supply of EPABX & allied eqpts., optional items at designated customer sites in consultation with MTNL.	✓	
2.	Installation, Commissioning, Testing, up gradation & maintenance of EPABX & allied eqpts.	✓	
3.	Providing connectivity to EPABX and its Maintenance	✓	✓
4.	Marketing of Services	✓	✓
5.	Acceptance testing of services	✓	✓
6.	Training	✓	
7.	Technical Support for EPABX	✓	
8.	Maintenance of History Sheet & Log book	✓	
9.	Spares during operation & for the entire project period	✓	
10.	Tariff plan & billing to customer		✓
11.	Helpdesk	✓	✓
12.	Bill collection		✓
13.	Subscriber acquisition	✓	✓
14.	Web support	✓	
15.	Integration with existing MTNL infrastructure	✓	✓

5. In case customer wants to shift the free EPABX at the new location in the area of operation of MTNL, the same should be carried out and commissioned on chargeable basis, mutually agreed between customer and empanelled vendor, including earthing if applicable.

6. **Progress Report:**

The empanelled Vendor 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, installation & commissioning, fault rectification etc. and MTNL will review progress of work, in quarterly meeting with Vendor/s.

7. MTNL shall not bear any liability for IPR (Intellectual Property Right). Vendor shall arrange all requisite licenses. MTNL will not be liable to pay any license fee for the solution provided by the Vendor.

8. **Right to Inspect :** Vendor will provide the necessary facilities for continuous monitoring of the system, at its own cost when required by MTNL or the licensor (DOT) or the regulator (TRAI) or any law enforcement agency empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection. MTNL would however meet all expenses incurred on the travel, lodging and boarding of its inspectors so appointed for the purpose of such inspection.
9. MTNL reserves the right to install commission its own EPABX at any stage and there should not be any binding to do so.
- 10.. MTNL reserves the right to supply EPABX to any client on outright purchase basis. These supplies will not form a part of this EOI empanelment and no revenue shall be payable to the Authorized Supplier/ Dealer / Manufacturer..
11. MTNL reserves the right to blacklist a Vendor for a suitable period in case he (the Vendor) fails to honor his EOI Document.
12. The services shall be provided to end customers as per SLAs as mutually agreed by MTNL and Vendor.
13. MTNL may also deduct the amount at actual which MTNL needs to pay to customer on account of non- adherence to SLA, from Empanelled Vendor's Recurring Revenue and or PBG, if due to failure on the part of successful Vendor, MTNL could not meet the SLA conditions.
14. Empanelled EPABX Vendor will depute appropriate resources to monitor and manage the progress of the project.
15. In case of any dispute arising out of interpretation of any of the clauses, the decision of ED, MTNL, Mumbai shall be final and binding.
16. The specifications in Section-V are general and broad. It will be the responsibility of the Empanelled Vendor to supply free equipment as per customer needs and requirements within the broad framework of specifications.
17. The EOI is for providing free EPABX systems from 8 extn. to 1000 extns & above.
- 18.. The EPABX system installed by the successful Vendor should be new, should confirm to the specification in all respect as prescribed in this document and shall be subject to the pre-commissioning test (MTNL QA) to be carried out by the joint team as per the test schedule prepared jointly by both the parties and any other tests as and when is decided to test.

SCHEDULE-A

(I) FREE EPABX WITH FIXED RENTAL MODEL :

(a) REVENUE SHARE MODEL :

Sl. No	Service Type	EPABX with 8 extn upto 512 extn			EPABX with > 512 extn		
		Customer	MTNL share	Vendor Revenue share	Customer	MTNL share	Vendor Revenue share
1	Internal Extension Rent						

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	wiring & instrument provided maintained by customer	Rs 60/extn/month	Rs 24/extn/month(40%)	Rs 36/extn/month(60%)	Rs 50/extn/month	Rs20/extn/month (40%)	Rs.30/extn/month (60%)
	* by MTNL	Rs 100/extn/month	Rs 64/extn/month(64%)	Rs36/extn/month (36%)	Rs100/extn/month	Rs 70/extn/Month (70%)	Rs30/extn/month (30%)
2	External Extension Rent						
	(i) Provision of wiring, instrument & mtce of existing External extn. upto 1 Km CD	Rs. 2000/ annum/ extn	Rent charged to customer – Vendor’s share	Rs 36/extn/month	Rs. 2000/ annum/ extn	Rent charged to customer – Vendor’s share	Rs 30/extn/month
	(ii)Provision of wiring, instrument & mtce of existing External extn >1Km but < 5Km CD for each additional Km.	Rs.800 in additional to charges at 2(i) above			Rs. 800 in additional to charges at 2(i) above		
	(iii)Provision of wiring, instrument & mtce of existing extn > 5Km CD. for each additional Km	Rs. 1500 in addition to charges at 2(i) & 2(ii) above.			Rs. 1500 in addition to charges at 2(i) & 2(ii) above.		
3	Revenue share on call charges billed to customer excluding lease cct. charges	---	88%	12%	---	88%	12%
4	Maximum Cap including extension Rent & 12% on call charges billed to customer excluding lease cct. charges	---	---	Rs.80/extn/month	---	---	Rs.70/extn/month
5	Reduction in Rent & call charges for Extended period of 6 years onwards till EPABX will be replaced by new one	Rent-50%	---	Rent- Rs.18/extn/month (30%) Call charges-6% with Maximum cap Rs.40/extn/month including rent & call charges	Rent-50%	---	Rent- Rs.15/extn/month (30%) Call charges-6% with Maximum cap Rs.35/extn/month including rent & call charges

(b) FIXED SHARE MODEL :

- (i) Revenue from Customer shall provide average ARPU per extension per month is Rs. 450 or more or providing PRI plan in a way wherein only plan charges itself ensures average minimum ARPU of Rs 450 on each extension.
- (ii) Minimum commitment period from Customer is two years.
- (iii) No degrade of plan within two years of the commencement of service with the view to bring down the ARPU.

Sl. No	Service Type	EPABX with 8 extn upto 512 extn			EPABX with > 512 extn		
		Customer	MTNL share	Vendor fixed revenue share	Customer	MTNL share	Vendor fixed revenue share
1	Extension Rent	Waived off	NA	NA	Waived off	NA	NA
2	Fixed Revenue share	NA	(Customer monthly bill) – (Vendor’s fixed share fixed share)	Rs.70/extn/month	NA	Customer monthly bill – Vendor’s fixed share	Rs.60/extn/month

(II) PROVISION OF EXTENSIONS ON COST BASIS: For any addition extension which involves capital investment for laying U/G cables will be on cost basis and rent for extensions are applicable as per table above.

(III) Additional Trunk ports/ interconnectivity ports:

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Sl. No.	Service Type	Customer	MTNL share	Vendor share
1	Additional Trunk Ports charges (beyond minimum 10% or standard configuration of EPABX – PRI+CO trunk or FCT Trunk etc.) up to 5 yr. & thereafter free	Rs180/port	40%	60% (excluding cap)
2	Interconnectivity port charges up to 5 yr & thereafter free	Rs180/port	40%	60% (excluding cap)

(IV) Other Charges:

1	One time registration charges	Rs. 1000/- (Non refundable)
2	Installation & testing charges	Waived off. (Shifting of existing EPABX will be on charge basis finalized between vendor & customer)
3	Minimum monthly Trunk plan	Rs 300x(EPABX equipped capacity of extn) with ISDN PRI plan and / Trunk plan of MTNL
4	Minimum period of hire	5 years
5	Trunks : Extn ratio	1: 10 Reduction in trunk customer has to furnish undertaking that reduction in G.O.S (grade of service) MTNL is not responsible.
6	Trunks	No reduction in trunks is permitted during the committed period.
7	Billing Cycle	Monthly.
8	Security Deposit	Three month advance rental.GM Area concerned can relax the security deposit on case to case basis.

(V) MONTHLY PRI PLAN FOR FREE EPABX WITH ZERO RENTAL MODEL :

Under this plan customer will be provided free EPABX for the monthly PRI plan opted and no rental will be charged. Vendor will be offered fixed rental as per the capacity of EPABX. Difference in rental rate of empanelled vendor/s is to be bourn by Customer directly for the brand opted.

Sl. No.	Size of EPABX	Monthly PRI Plan	Monthly Plan Charge	Maximum Proposed vendor's Fixed share/ extn	Minimum no. of PRI plan	Vendor to quote their Fixed Share	Total No. of free calls	Rate beyond free calls	Initial deposit for PRI Plan	For internal extn. wiring, instrument provided & maintained by MTNL	
										Existing	New
1	24 Extn.	24	12000	70	1		12000	1.00	15000	Rs50/ extn/ month	Rs.100/ extn/ month
2	48 Extn.	48	24000	70	1		24000	1.00	15000		
3	96 Extn.	96	50000	70	1		50000	0.85	15000		
4	128 Extn.	128	65000	70	1		65000	0.80	15000		
5	256 Extn.	256	125000	70	1		125000	0.70	15000		
6	512 Extn.			70	2x PRI Plan 256		As per no. of PRI plan applicable				
7	1024 Extn.			60	4x PRI Plan 256		As per no. of PRI plan applicable				
8	2048 Extn.			60	8x PRI Plan 256		As per no. of PRI plan applicable				

- Note:**
1. Customer has to bear the difference in case of higher fixed rental offered by empanelled vendor/s.
 2. Minimum Commitment by customer is 4 years.
 3. Beyond the agreement period of customer, vendor's fixed share will be reduced to 50% till the replacement of EPABX.
 4. Customer has to pay the cost of card for additional extension above the standard PRI plan of the respective EPABX, if customer opt for intermediate size of EPABX like 32extn, 64 extn. Customer shall procure the required extension card directly from empanelled vendor and under such scenario, vendor's fixed rental is based on no. of EPABX extn w.r.t. the PRI plan opted by Customer.
 5. Pulse rate for Local within MTNL N/W for fixed line for -180 sec. & for mobile 90 sec.....

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6. Pulse rate for Local other N/W for fixed line & for mobile 60 sec.....
7. Pulse rate for PAN India for fixed line & for mobile as per tariff plan time to time.
8. Pulse rate for ISD calls as per tariff plan time to time.

(VI) AMOUNT PAYABLE AS EXIT CHARGES BY CUSTOMER FOR TERMINATION WITHIN LOCK-IN PERIOD

Exist duration	Exist Charges	Exit Charges payable
Exit up to 12 months of Activation Date	90% of total cost	/-
Exit within 13 - 24 months of Activation Date	75% of total cost	/-
Exit within 25 - 48 months of Activation Date	40% of total cost	/-

Annexure (A)

List of Optional (Accessories) items for free EPABX

Sl.	Details	Rate quoted for quantity			AMC charges
		in slab	in slab	in slab	
1	Analog Phone with CLI				
2	Analog Phone without CLI				
3	SIP Phone				
4	Digital Phone with display				
5	Video Phone				
6	Digital Phone without display				
7	Analog handset speaker phones with display				
8	PC based voice mail service/Embedded voice mail card				
9	Call centre software CTI/TAPI				
10	Billing software with necessary specification				
11	Additional operator console				
12	Battery set				
13	Interface card for interconnectivity				
14	QSIG software				
15	Unified message with specification				
16	DSS				
17	Duplication (CPU, Memory, Power supply, Clock generation, switching matrix)				
18	On site speech recording				
19	Head set				
20	Hospitality/PMS features				
21	IP Trunk card & IP extns card, licence				
22	VoIP Adopter				
23	Logical partition software				

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Note: The above list is not exhaustive. Optional (Accessories) items may be added as and when required.

**SECTION –V
TECHNICAL SPECIFICATION**

FREE EPABX SPECIFICATION	
Details of Vendor/ Authorized dealer or supplier --	Name : Address :
Contact Details	Tel. No. Fax No. Mobile No. Email
Details of the EPABX offered for	Make: <div style="display: flex; justify-content: space-around;"> Make & Model Extn capacity </div> i) ii) . .

Sr No	Item description	8 Extn. To 16 extn.		More than 16 extn. Upto 256 extn.		More than 256 extns.	
		Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance
			(Y/N)		(Y/N)		(Y/N)
1	The offered system should be TEC approved.	Desirable		mandatory		mandatory	
2	System Architecture :						
a	Fully digital and 100% non-blocking using pulse code modulation (PCM) and time division multiplexing (TDM) technique, IP Ready conforming to latest ITU-T (earlier CCITT) recommendations and shall be stored program control.	Desirable		mandatory		mandatory	
b	The system shall support CO Trunk, ISDN BRI and ISDN PRI connectivity without any external interfaces or adapters in universal slots of the system.	Desirable		mandatory		mandatory	
c	The system shall be based on universal port architecture and should not impose any restriction whatsoever in terms of slot usage. It shall be possible to program any type of card in any available free slot without affecting traffic carrying capability.	Desirable		mandatory		mandatory	

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d	The I/O ports that have maintenance terminals and call billing ports should also have standby ports in case of failure of working port.	Desirable		Desirable		mandatory	
e	The systems capable of switching voice, data and video, Fax, Wi Fi features without any degradation of performance.	Desirable		Desirable		mandatory	
f	The system shall be built minimum 32 bit microprocessor (CPU) with 32 Mb RAM or higher having sufficient system memory & back up memory for existing & ultimate capacity of the system.	Desirable		mandatory		mandatory	

Sl.No	Item description	8 Extn. To 16 extn.		More than 16 extn. Upto 256 extn.		More than 256 extns.	
		Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance
			(Y/N)		(Y/N)		(Y/N)
eg	The system should be modular & scalable in design. The distributed architecture of the PBX should be capable of seamless migration to its maximum capacity by simply adding peripheral cards on the same set of control cards without compromising on any functions/ features of the system or any degradation of service.	desirable		mandatory		mandatory	
3	Network Interfaces :						
a	The system shall have capability of interfacing/interconnecting with all the existing & future peripheral equipments, PSTNs, mobile switch & IP networks	technically support		technically support		technically support	
b	QSIG over ISDN PRI and IP	-----		Desirable		technically support	
4	System should have auto attendant on all trunks .	mandatory		mandatory		mandatory	
5	Call processing System :						
a	The operating system should be either Unix, Solaris or Linux.	Desirable		Desirable		mandatory	
b	The system should draw consume low power & operate on AC as well as DC.	Desirable		mandatory		mandatory	
6	The system shall run efficiently and accurately with the minimum manual checks.	mandatory		mandatory		mandatory	

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7	<p>Duplication: To be offered as an optional item. Vendor should quote the rate separately. The system should have hot stand by duplication of control processor, working memory, clock generator, tone generator, switching matrix, bus system including power supply unit for system more than 512 extns & shall be offered as optional item. Incase of changeover to the hot standby section, the ongoing calls, dialing stage shall not be disconnected. Vendor to categorically give compliance to the same. The redundancy provided shall ensure reliability of 99.99%.</p>	-----		-----		mandatory	
8	<p>Right to use: There shall be no imposition of any sort of precondition on the 'Right to Use' of software.</p>	mandatory		mandatory		mandatory	
Sl..no	Item description	8 Extn. To 16 extn.		More than 16 extn. Upto 256 extn.		More than 256 extns.	
		Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance
			(Y/N)		(Y/N)		(Y/N)
9	SYSTEM SOFTWARE :						
a	The operating system shall enable easy development of applications.	mandatory		mandatory		mandatory	
b	The software version offered shall be the latest release.	mandatory		mandatory		mandatory	
c	The system shall not provide for any feature/facility and interface that could adversely affect the working of the PSTN network.	mandatory		mandatory		mandatory	
d	The system should boot from Flash RAM for faster booting. It should be possible to take back-ups in Flash RAM. The total software up gradation of system should be possible by changing the Flash RAM with up-graded software version.	-----		mandatory		mandatory	
e	The system should be up-graded On-Line.	-----		mandatory		mandatory	
g	The system memory should be stored on Flash RAM card or Optical Disc Drive & not on a Epron or Floppy Disc Drive.	-----		mandatory		mandatory	

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h	The system software should be protected against loss/ alteration of memory or any other faulty condition.	mandatory		mandatory		mandatory	
i	The software shall provide sufficient checks to monitor the correct functioning of the system. The errors should be reported on Operator console or maintenance PC/Console	-----		mandatory		mandatory	
j	The Vendor shall undertake to supply on continuing basis all software updates. These updates may include new features and services and other maintenance updates. The software up-gradation shall be possible with minimum interruption to the service.	mandatory		mandatory		mandatory	
k	The system shall have logical partition software for separation of PSTN network form IP network/ private network.	-----		Desirable		Mandatory	
10	Environmental Conditions : Ambient conditions are as follows : The system should work at temp. between 0 C to 45 C. With Relative Humidity 20% to 80 %. Main supply from 170 V to 265 V, Frequency 50 Hz +/-2 Hz., Operating voltage 48 VDC +/-6 VDC. The supplier has to provide environmental conditions of the offered system/s.	mandatory		mandatory		mandatory	
11	SYSTEM FEATURES :						
a	System shall have the provision of in-built instant fault information. System shall support remote maintenance facility.	-----		desirable		Desirable	
Sl.no	Item description	8 Extn. To 16 extn.		More than 16 extn. Upto 256 extn.		More than 256 extns.	
		Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance
			(Y/N)		(Y/N)		(Y/N)
b	The system should have Integrated Voce-mail system.	-----		mandatory		mandatory	
c	System shall have the provision of automatically identifying and isolating faulty trunks	desirable		desirable		desirable	
d	The system shall have the capability for malicious call tracing.	mandatory		mandatory		mandatory	
e	Performance/status/Information	-----		mandatory		mandatory	
f	It should be possible to change the dial tone, different ring tone , call waiting tone, conference tone, over ride tone etc. as per requirement at site.	desirable		desirable		desirable	
g	In case of power failure or system failure , the system should transfer all MTNL C O lines to the predetermined extensions.	Mandatory Inbuilt		desirable		desirable	
h	The system should support multiple operator console.	-----		technical support		technical support	

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i	The system should have software based gain control on extensions & trunks for voice improvement in case of low voice.	-----		mandatory		mandatory	
j	The system must have onsite speech recording facility for auto attendant.	desirable		mandatory		mandatory	
k	The system should be Hot swappable.	-----		mandatory		mandatory	
l	The system should retain the original CLI even for call received by extns. Through operator.	-----		mandatory		mandatory	
m	The system shall have support for soft phones for VoIP	-----		technical support		technical support	
n	The system is capable of supporting ACD	-----		technical support		technical support	
12	Unified Messaging : Offered as optional, Vendor should clearly indicate the features offered.	-----		technical support		technical support	
13	Voice Mail System : Vendor should categorically specify-features, capacity, no of mail box etc	-----		mandatory		mandatory	
14	Abbreviated Dialing: Vendor to specify the number of abbreviated dialing in the offered system.	mandatory		mandatory		mandatory	
15	The system use simple English commands & response shall be in English for administration and management of network services & secured by way of password protection. Software supporting documentation shall be in English.	mandatory		mandatory		mandatory	
Sl..no	Item description	8 Extn. To 16 extn.		More than 16 extn. Upto 256 extn.		More than 256 extns.	
		Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance
			(Y/N)		(Y/N)		(Y/N)
16	The system shall adhere to the latest local numbering requirements. These should be freely programmable & flexible numbering plan.	-----		mandatory		mandatory	
17	Provision shall be made to prevent the loss/alteration of memory contents due to power failures, improper operating procedures, any other faulty condition and the procedures for restoring the system to its normal state, etc.	mandatory		mandatory		mandatory	
18	The system shall have auto-restart capabilities to automatically reload the system software after the system power has restored.	mandatory		mandatory		mandatory	
19	System should have different indication/ ring to operator console for certain priority user for responding their call immediately.	Mandatory		mandatory		mandatory	

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20	The system should able to be integrated with the IVR system and Call centre applications.-(Optional item)	-----		Technical support		Technical support	
21	Authorization Code : Every customer shall have his/her authorization code to make outgoing calls thereby ensuring no misuse of the system.	mandatory		mandatory		mandatory	
22	Limitation for certain user to access MTNL Junction line depending on time of day	mandatory		mandatory		mandatory	
23	Reservation on access to MTNL Junction line for certain user	mandatory		mandatory		mandatory	
24	Boss-Secretary feature:	mandatory		mandatory		mandatory	
25	Conference facility : 3/8 party. Vendor should specify the no. of such group offered by the system.	mandatory		mandatory		mandatory	
26	Alarm Monitor: The system should have basic alarm facility on maintenance console for any faults occurring in the system	-----		mandatory		mandatory	
27	Pass word : System access to administrative or configuration resources shall be password protected.	Technical support		Technical support		Technical support	
28	Call Billing software : Vendor should specify feature offered in detail (Optional item)	mandatory		mandatory		mandatory	
29	Operator console : The operator Console should be able to provide necessary information & details to the operators to handle the incoming/ out going calls effectively.	-----		mandatory		mandatory	
a	The operator Console should have screen with LCD display, handset with a provision to connect headset.	-----		mandatory		mandatory	
Sl.no	Item description	8 Extn. To 16 extn.		More than 16 extn. Upto 256 extn.		More than 256 extns.	
		Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance
			(Y/N)		(Y/N)		(Y/N)
b	It shall also have one touch-tone dial pad, buttons for processing calls, and lamps for indicating consoles status and system alarm conditions with on-line indication of no. of waiting call (outgoing calls, incoming calls, Intercom), Date/Time, Name of the calling party etc.	-----		mandatory		mandatory	
c	It shall have integrated electronic telephone directory facility. Vendor shall furnish details minimum of extensions and names can be attached/programmed in the directory.	-----		mandatory		mandatory	

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d	Direct Extension Select add on module with Attendant console for extension busy status for minimum 40 Extensions.	-----		technically support		technically support	
30	Operator Console Features :						
a	All system features shall be implemented in Operator Console. Automatic Callback : It should be possible for Operator to register an automatic call back for an extension that is found busy or no answer.	-----		mandatory		mandatory	
b	Busy override : It should be possible for the Operator to barge-in into the ongoing conversation of a busy extension and inform him of the incoming call.	-----		mandatory		mandatory	
c	Call Hold : It should be possible to hold minimum 4 calls on the Operator Console and attend the 5th call.	-----		mandatory		mandatory	
d	Call queuing : Incoming calls shall get queued on the Operator Console.			mandatory		mandatory	
e	Status verification of a voice terminal : Verify the status of a voice terminal that appears to be out of order and quickly identify a faulty trunk.	-----		mandatory		mandatory	
f	Call intent : This refers to call directed, redirected or returning to the consoles.	-----		mandatory		mandatory	
31	Maintenance free Battery Set : Sealed maintenance free batteries for 6 hour back up with -48 V DC shall support the ultimate capacity of EPABX.	Optional		Optional		Optional	
		technically support		technically support		technically support	
32	SMPS based FCBC (inbuilt)	Desirable		desirable		mandatory	
33	MDF : The system side MDF should have krone modules & aesthetic look for terminating all trunk lines shall be provided with IPM for protection from Lightening & surge voltage all trunk lines.	mandatory		mandatory		mandatory	
Sl.no	Item description	8 Extn. To 16 extn.		More than 16 extn. Upto 256 extn		More than 256 extns.	
		Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance	Feature reqts. (mandatory/ Technical Support)	Compliance
			(Y/N)		(Y/N)		(Y/N)
34	Extension Features: The system should also						

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	<p>have all the standard extension features. Vendor should furnish the details of the features offered by the system.</p> <p>some of them listed as: Auto redial, Auto call back on extensions, Block & unblock extension, Call Back, Call Hold, Call parking, Call taping, Class of service, DISA, DOSA, DIL, , Dial by name, Door phone, Executive Override, Hot line, Group listening, Intrusion, Messages, Monitoring, Mute, Personal greeting, Security, Wake up Call, off-hook alerting, music on hold, DND, follow me, speed dialing, caller ID blocking, conferencing, , Call forwarding. Call pickup within the group as well as outside the group etc.</p>	mandatory		mandatory		mandatory	
35	<p>Earthing :</p> <p>A separate telecom signal earth should be provided and to be extended to system as well as to the power plant & MDF. The signal earth shall maintain a resistance not exceeding 2.0 ohm.</p> <p>Vendor should furnish the details regarding the maximum permissible limit of signal earth for different category of the system for its smooth functioning of voice/ data & video applications. If the system works on electrical earth, Vendor should provide certificate from OEM for the same and furnish undertaking that in case of any fault, the system, peripheral cards etc. will be replaced immediately free of cost.</p>	desirable		desirable		mandatory	

NOTE:-The equipment supplied should adhere to TEC. Spec. No.: Interface requirements of PABX for Network Connectivity :-No.TEC/IR/SW/PBX/004/03/MAR 2015/or latest(if any). In case of non alignment of above specification with TEC GR , specifications mentioned in TEC GR will prevail.

SECTION –VI

Proforma for performance Bank Guarantee

To,
SM(EBG-1I)
MTNL, Mumbai

In consideration of the ED MTNL, Mumbai (herein after called “MTNL”) having agreed to sign an agreement with M/s _____ (hereinafter called ‘Empanelled Vendor’) to supply, install, commission, maintain, expand, up gradation & support free EPABX installed at the customer premise offered by MTNL (hereinafter called ‘the Service’) to MTNL subscribers as per the agreement No. _____ (hereinafter called ‘the said agreement’) on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. _____ (in words

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_____) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement.

1. We _____ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of empanelled Vendor hereby irrevocably and unconditionally guarantee to MTNL that Empanelled Vendor shall render all necessary and efficient services which may be required to be rendered by Empanelled Vendor in connection with and/or for the performance of the said empanelled Vendor and further guarantees that the service which shall be provided by empanelled Vendor under the said agreement, shall be actually performed in accordance with terms & conditions of empanelled Vendor to the satisfaction of the MTNL.
2. We, the Bank, hereby undertake to pay MTNL an amount not exceeding Rs.(Rupeesonly) 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 empanelled Vendor of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.
3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. _____ (Rupees _____ Only) to the MTNL to secure due and faithful performance by empanelled Vendor of all his/their obligations under the said agreement.
4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MTNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the MTNL by reason of breach by the said empanelled Vendor of any of the terms or conditions contained in the said agreement or by reason of empanelled Vendor's failure to perform any of it's obligations under the said agreement."
5. We, the Bank, hereby agree that the decision of the MTNL as to whether empanelled Vendor has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the MTNL by the Bank hereunder shall be final and binding on the Bank.
6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:
 - (a) The Guarantee herein contained shall remain in full force and effect for a period of Five years and six month from the date hereof and that it shall continue to be enforceable till all the dues of the MTNL and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till MTNL satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said empanelled Vendor and accordingly discharged this guarantee.
 - (b) 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 of any obligations by the said empanelled Vendor 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 empanelled Vendor and to forbear or to enforce any of the terms and conditions

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relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said empanelled Vendor or forbearance act or omission on the part of the MTNL or any indulgence by the MTNL to the said empanelled Vendor or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

- (c) Any claim which we have against empanelled Vendor shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the MTNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
 - (d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by empanelled Vendor.
7. We the Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the MTNL in writing.
8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities hereunder.

Dated _____ day _____ for _____
(Name of the Bank)

Witness:

- 1.....
-
-
- 2.....
-

Section –VII

Draft Of Agreement / MOU in Stamp Paper of Rs 100-

AGREEMENT

THIS AGREEMENT (herein after referred to as the "Revenue Share Agreement" or the "Agreement"), entered into on this day of , Two Thousand and Fourteen by and between

Signature of Vendor/
Authorized Signatory
& Seal

MAHANAGAR TELEPHONE NIGAM LIMITED, a Government u/t company incorporated under the Companies Act 1956, having its Registered Office at Mahanagar Doorsanchar Sadan, 5th Floor, 9, CGO Complex, Lodhi Road, New Delhi – 110 003 and local office at Telephone House, Prabhadevi, Mumbai 400 028 through, (Hereinafter called MTNL which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the first PART

AND

M/s (hereinafter referred to as) a company incorporated under the Companies Act 1956, having its Registered Office at -----on the SECOND PART, (which expression unless otherwise repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns) through, a duly authorized signatory vide the power delegated by board resolution no..... passed in the meeting of board of directors held on M/s and MTNL are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS MTNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services, Internet Services & National Long Distance Services having operation in Mumbai and New Delhi.

AND WHEREAS M/shas the requisite hardware & software solution to install, support and maintain Voice & Data EPABX to provide EPABX Services, as also possesses the necessary know-how, operational experience and management expertise to provide the said services, and desires to provide the same at its own cost in MTNL’s customers’ premises and backend transport infrastructure only being done by MTNL on Revenue Share Basis.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the due observance and performance of all the terms and conditions mentioned in this Agreement & EOI No. Dated, MTNL and M/s agree to sign this Revenue Share Agreement on a revenue sharing basis to provide EPABX Services to MTNL’s customers in the service area. Both the parties agree with all terms and conditions laid down in EOI document 6.

1. M/s agrees to furnish an irrevocable Performance Bank Guarantee (PBG) worth Rs.....(2/5/7) lakh in order to ensure timely fulfillment of the obligations under this contract. This PBG shall initially be valid for a period of Five years & six months from the date of signing this Agreement. This PBG shall be renewed/ extended automatically by M/s..... well before expiry at every occasion during the tenure of this Agreement.

2. Duration of Agreement for Empanelment :

2.1 The agreement for Empanelment of M/s shall be valid for three years from the date of agreement made unless revoked earlier for whatever reasons.

2.2 **Extension of Agreement for Empanelment :** MTNL, Mumbai reserves the right to extend the agreement for empanelment, depending on satisfactory performance of M/s to the satisfaction of MTNL. This shall be done on yearly basis limited to a maximum of two years on mutually agreed terms & condition, from the expiry date of the agreement. In case due to any reason no consensus / agreement could be arrived at between M/s.....and MTNL for extending the agreement, M/s.....will provide services for a further period of 6 months on the same terms and conditions so that MTNL can ensure uninterrupted services to its customers. If M/s.....fails to provide the services to MTNL’s customers as per terms and conditions, the PBG shall be forfeited.

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& Seal

- 2.3 All the orders placed to M/s by MTNL for SITC and up-gradation & maintenance on the last working date of this agreement to be executed for a minimum period of 5 (Five) years or for such periods or extended periods as agreed upon by the Customer and MTNL.
- 2.4 On due performance & completion of the contract in all respect, Performance Guarantee will be returned / Released by MTNL, Mumbai without interest after deducting dues, if any, payable to MTNL Mumbai. If the service is extended beyond 5 years, M/s shall renew the PBG for 6 months more from the extended period.
3. **Tenure of the Revenue share Agreement** : M/s.....shall supply, Installation, Commissioning, Expand, Maintenance and Up-gradation of EPABX system at the premises of MTNL's customers and also adhere the SLA/Service agreement for delivering the EPABX services to MTNL Customers on Revenue share basis as defined in EOI. The SLA/Service Agreement between MTNL and Customer shall remain in force initially for a minimum period of Five (5) years from the date of Commissioning of the EPABX system unless revoked earlier for whatever reasons. MTNL may extend, if deemed expedient, the period of agreement by two years on yearly basis as may be agreed between the parties, suo-moto or upon request of Customer at terms and conditions as are defined under the scheme by MTNL from time to time. The decision of MTNL shall be final in regard to the grant of extension.
4. **Commissioning of the EPABX Eqpt.** : M/s shall commission the new EPABX systems at the Customer site within 6 week or as specified in supply order. Failure to do so will invite LD charges as defined in EOI.
5. **Maintenance and Support Services:**
 - 5.1 Empanelled EPABX Vendor has to provide free maintenance support to the customer for the EPABX installed free of cost, for a period of minimum Five Years, from the date such equipment is commissioned or till agreed or extended period.
 - 5.2 M/s..... should have a full fledged service repairing center in the operation area of MTNL, Mumbai, preferably in Mumbai. M/s..... should furnish complete details of the service centre along with contact nos. help line nos. for booking of faults, Fax, email etc.
 - 5.3 M/s..... should have a team of qualified staffs, Engineers/Technicians for undertaking (i) Marketing (ii) installation & commissioning, (iii) repairs & maintenance separately.
 - 5.4 M/s..... shall carry out quarterly preventive maintenance to each site where EPABX is installed and furnish the report.
 - 5.5 Sufficient spares should be available in the stock at service center.
 - 5.6 Fault booked up to 16:00 hrs shall be attempted to be rectified on the same day. Faults booked after 16:00 shall be attempted to be rectified on the same day else attended on next working day and the period for downtime shall start at 09:00 hrs of the next day.
 - 5.7 No Annual Maintenance Charges will be payable to M/s..... for EPABX systems which is to be supplied free by them.
- 6 The applicable laws of India as promulgated/modified/amended or replaced from time to time shall govern this Agreement. This Revenue Share Agreement shall be subject to jurisdiction of the courts at Mumbai.
- 7 This Agreement is a confidential document. M/s.....shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
- 8 This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.
- 9 **Right to Inspect** : M/s will provide the necessary facilities for continuous monitoring of the system, at its own cost when required by MTNL or the licensor (DOT) or the regulator (TRAI) or any law enforcement agency empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of

Signature of Vendor/
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& Seal

the inspection. MTNL would however meet all expenses incurred on the travel, lodging and boarding of its inspectors so appointed for the purpose of such inspection.

- 10 **Confidentiality of Information** : Subject to condition contained in this Agreement, M/s shall take all necessary steps to safeguard the privacy and confidentiality of any information about MTNL and/or MTNL customers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavours to secure.
- 11 This Agreement shall not be assigned, sub-let or sub-contracted by M/s.....
- 12 MTNL reserves the right to provide EPABX systems to MTNL's customers on its own or enter into agreement with other companies for Provision of Voice & Data EPABX/IP EPABX and their installation, support and maintenance to MTNL's customers to provide Telecommunication Services in its licensed service area from time to time in future without any restriction of number of such companies.
- 13 M/s..... may submit their revenue share claims as stipulated in EOI document. MTNL will strive to clear payments within 30 days of receipt from customers. In the event of any delay due to any reasons M/sshall not be entitled to claim any interest on the said payment.
License fee as applicable from time to time (License fee is 8% w.e.f. 01.04.2013) shall be deducted from revenue share payable on a/c of service charges/revenue share, wherever applicable.)
- 14 **Exist Clause** : Either party may terminate the agreement unconditionally after a minimum period of twenty-four months from the date of signing of this Agreement, by giving notice of at least six months in advance. The effective date of surrender of agreement will be six months counted from the date of receipt of such notice by the other party to the authority that signed the agreement on behalf of other party. All EPABX systems installed and commissioned prior to termination of the agreement, M/sshould be maintained and upgraded the EPABX systems for minimum Five Years, from the date such equipment is commissioned or till agreed or extended period as per service agreement between MTNL & Customers.
- 15 **Resolution of Disputes:** Any dispute arising out of or in connection with Agreement shall in the first instance be dealt with mutual negotiations. Any dispute or difference which cannot be resolved through mutual negotiations shall be referred to a sole Arbitrator –ED MTNL, Mumbai or some other person appointed by the ED.
- 16 **Force Majeure** : In the event of any force Majeure clause, M/s..... or MTNL, Mumbai shall not be liable for delays in performing their obligations under his order and the service dates will be extended without being subject to price reduction for delayed service.
- 17 The agreement shall be governed by the provisions of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933 and Telecom Regulatory Authority of India Act, 1997 or any other laws of land modified or replaced from time to time.
- 18 M/s..... will be borne Stamp Duty & Registration charges ,if any required.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed through their respective authorized representatives on the _____(day) _____(month), _____(year).

Signed for and on behalf of MTNL.

Signed for and on behalf of M/s.....

i) Signature

i)Signature

Name:

Name:

ii)Signature

ii) Signature

Signature of Vendor/
Authorized Signatory
& Seal

Name :

Name :

Signature of MTNL Authorized Signatory with seal		Signature of Customer's Authorized Signatory with seal	
Name of Authorized Signatory:		Name of Authorized Signatory:	
Title:		Title:	
Date:		Date:	

Annexure-B

(Strike-off whatever is not applicable)

Compliance (clause by clause) Certificate

Ref. : EOI No SM(EBG-II)/EOI/FREE EPABX /WALK-IN-TYPE/2018-19 Dated: / /2018

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

(Sign. of the Vendor with seal)

Annexure-C

EOI DOCUMENT FORM

From:

.....
.....
.....

To,

Sr. Mgr.(EBG-II)

Telephone House

5TH Floor, West Wing

Dadar (West) Mumbai - 400028

No. SM(EBG-1)/EOI/FREE EPABX /WALK-IN-TYPE/2018-19

Dated: / /2018

Sub: EOI for Empanelment of free EPABX vendors on Revenue share basis.

With reference to your EOI Notice No. SM(EBG-1)/EOI/FREE EPABX /WALK-IN-TYPE/2018-19 Dated: / /2018, calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our EOI Document as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this EOI be accepted either fully or in parts, I / We hereby agree to aEOI Documente by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the MTNL, or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of Rs.(In words rupee) is deposited by DD towards EOI Document document and DD receipt No.....Dated..... is enclosed. I / We also agree to furnish the PBG as and when called for within 14 days.

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (PBG) may be forfeited without prejudice to any other right or remedies of the MTNL, or his successors in the office.

Yours faithfully

Place

Signature of Vendor/
Authorized Signatory
& Seal

Date

Signature

Witness

Name, Address and company's seal

Name

Address.

(If required may be retyped)

Annexure – D.

DECLARATION.

I / We : _____ hereby solemnly affirm that
(Name in capital Letters).

I / We am/are registered under the GST Act of the state of : _____

and / or registered under the Central Sales Tax Act 1956.

My / Our Registration Nos. which are current are as under :

(1) Registration No. under GST ACT : _____.

I / We have filed GST returns up to _____ and have paid Tax as per the returns filed.

I / We am / are not in arrears of any Tax already assessed and demanded by the concerned GST authorities.

I / We have not been black listed by GST or erstwhile tax authorities.

I / We understand that , if any discrepancy is noticed or the statement is found incorrect during the currency of the contract, MTNL shall treat this as breach of contract and shall take any action as deemed fit without any prior intimation to me / us.

Signature of the Tendered or
Authorized person with his office seal.

Telephone No. :

Mobile No. :

Place :

Date :

Signature of Vendor/
Authorized Signatory
& Seal

Note : GST Returns should not be of more than two month old prior to the date of opening of the tender.

Annexure- E

EOI No. SM(EBG-II)/EOI/FREE EPABX /WALK-IN-TYPE/2018-19 Dated: / /2018

(Indemnity Bond on Rs. 100/- Stamp Paper duly notarized)

DECLARATION:

I _____ son of /wife of Shri _____
And proprietor /Director / partner/ Authorized Signatory of
M/S _____

Do hereby solemnly affirm and declare as under:-

1. That I am the sole prop./partner/Director/ Authorized Signatory of M/s -----
----- which has never ever been debarred and / or black-listed by any MTNL unit and not having any on going litigation or court case pending or any other money suits also state that the EOI Document is not submitted in the name of this firm while being Director or partner or proprietor or authorized signatory of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of contractual obligations.
2. That I state & declare that none of my near relatives or any of the partners or other directors are working in MTNL in general and in MM and construction wings in particular.

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

The above declaration is given in accordance with the NIT conditions.

Signature of Prop. /Partner/Director/ Authorized Signatory

(Shri / Smt.)

Signature of Vendor/
Authorized Signatory
& Seal

- Note: 1. The near relatives for this purpose are defined as per clause no. 27 of section-II.
 2. The authorized signatory is signing this indemnity bond on behalf of proprietor/directors/partners and will not relieve the proprietor/directors/partners from any/all the legal bindings as envisaged in NIT/Tender document.

Annexure - G

EXPERIENCE RECORD

CLIENT LIST OF EPABX INSTALLTIONS

Sl.No.	Name of Client	EPABX size & Extns	Make And Model	Contact Phone/Fax or e-mail	Contract Value	Contract Completion Date

Annexure-H

CLIENT FEEDBACK SHEET.

Name of the Client :

Broad Configuration of EPABX

1. Size :
 - a. Make of the Equipment :
 - b. Version :

Sl.No.	Parameter	Rating			
		Poor	Satisfactory	Good	Excellent

Signature of Vendor/
 Authorized Signatory
 & Seal

1.	Delivery Schedules				
2.	Technical expertise in installation and commissioning.				
3	Training imparted				
4	After sales support				
5	Documentation				

Witness
Name

Applicant's
Name

Witness
Signature

Applicant's
Signature

Address
.....
.....
.....

Address
.....
.....
.....

Tel. No.
Mobile No.
FAX No.
Email

Date

Date

- **Note : Feedback from at least three customer shall be submitted.**

Annexure -I

TECHNICAL SUPPORT (POST SALES SERVICES)

1. SUPPORT NETWORK

Service Centre address (In MTNL, Mumbai area) :

Help line no.

Fault Booking System Details :

Email :

Sl.	Location and Address	No. active Installations	Type of Service Provided	Manpower		
				Manager & above	Installation & Commissioning	Operation & Mtce.

Annexure - J

DELIVERY SCHEDULE OF EQUIPMENT/MATERIALS AT SITE AND INSTALLATION

Sl. No.	Details	Size of EPABX	No. of days
1.	Delivery : Period required for delivery of EPABX Equipment including Software, power plant, battery and all related materials at site from the date of placing work order.	(i) 8 extn to 16 extn	
		(ii) >16 extn to 256 extn.	
		(iii) >256 extn. to 512 extn.	
		(iv) > 512 extn.	
2.	SITC : Period required for SITC of free EPABX	(i) 8 extn to 16 extn	
		(ii) >16 extn to 256 extn.	
		(iii) >256 extn. to 512 extn.	
		(iv) > 512 extn.	

Applicant's Name
Applicant's Signature & Designation
Address (Indicate e-mail,)
Tel./ Mobile No.
Fax No.
Date

Annexure -K

OEM DETAILS

Name of Original Equipment Manufacturer (OEM)	Manufacturer's Country of Origin	If manufactured in India, state type of venture (e.g. Joint Venture, Licensed Manufacture etc.) *, **	If Applicant is a Distributor/Agent, state the arrangement(e.g. sole distributor etc.) *, +	Any other information offered by Applicant

* The Applicant to enclose Documents proving validity and currency of agreement.

+ Letter from the OEM indicating continued service support in case of Discontinuation/annulment of agreement with Applicant.

** Letter from OEM (not Indian Manufacturer) as to continued availability of Upgrades in future.

Applicant's Name	
Applicant's Signature & Designation	
Address (Indicate e-mail)	
Tel./ Mobile No.	
Fax No.	
Date	

Annexure-L

Particulars of Applicant seeking to become Empanelled Manufacturer / Authorized Supplier/Dealer.

1. Name & Nationality of the Applicant/Organization:

2. Registered Address/Office Address:

Telephone No(s) :

Fax:

Email:

3. Status of the applicant/organization (with supporting documents). Tick the relevant one:

a	Proprietorship	
b	Partnership	
c	Private Limited	
d	Public Limited	
e	Others(Please specify)	

4. Date of inception of the firm/company/organization:

5. (a) MST/CST No.(if any)(Attach an attested copy of Registration Certificate):.....

(b) GST Registration Number.....

6. Whether assessed to Income Tax : (Yes/No)

7. PAN No./GIR No. :

8. ITCC reference number and date : (Attach the latest valid copy of ITCC)

9. Turn over of the Party/Firm/Company/Organization during the two financial years, year wise (please attach attested copies of supporting documents for proof of turnover, to be reflected through ITCC, audited/certified statement of accounts including balance sheets and P&L statement etc.)

YEAR	TURNOVER	REFLECTED BY*
2014- 2015		
2015 –2016		
2016-2017		

*Give reference of the document attached (original or attested copy)

10. Names, nationality and addresses (offices and residence) of proprietor/partners/director (including Executive Director) with percentage share (if any):

S.NO.	NAME	DESIGNATION	NATIONALITY	ADDRESS

11. Any other relevant information about his business, marketing/distribution/retailing experience, and Professional competence, capability financial standing, etc. that the applicant may like to give:

Notes:

- 1) Please attach supporting documents for information furnished.
- 2) MTNL, if it so desires, may ask for further details, supporting documents, original copies to be shown to MTNL.
- 3) The Vendor is advised to give full details and proofs of experience & turnover of the Applicant's firm / company/ organization applying for Empanelment. Wherever supporting Documents / proofs are not attached in original; the copy should be duly certified and signed by the applicant as true copies and also got attested by Gazetted Officer/1st Class Magistrate, etc. The Empanelled Manufacturer/ Authorized Supplier should be in a position to start the operations within 6 weeks if appointed and asked to do so.

Annexure - M

VENDOR'S BILL FORMAT FOR FREE EPABX WITH ZERO RENTAL PRI PLAN/FIXED SHARE MODEL.

(Bill in Triplicate)

Bill No. :

Dated :

Name of empanelled vendor		
Customer Name & installed site of EPABX		
Work Order No. & Date		
Date of commissioning/ Activation		
Date of Decommissioning of EPABX		
Trunk connectivity details		
(i) Principal No.		
(ii) C.O.Trunk No. :		
(iii)BRI No.		
(iv) PRI No.		
No. of working extensions.		
MTNL Bill reference		
Billing Cycle claimed - Monthly	For the period	
A/C No.:		
Revenue sharing details		Amount
(i)Revenue Share w.r.t. MTNL bill dated with Cap of Rs 70 or Rs 60/Extn/month as per capacity of EPABX.		
(ii) Any other charges		
(iii) Less : i)L.D./penalty ii)Licence fee @-----		
Total (Rs. (i)+(ii)-(iii) Rs.		
(Rupeesonly)		
GST		
Educational CESS :		
Net Bill Amount :		

GST No.

Certified that –

- (i) The eqpt. supplied & commissioned is new one & in conformity with E.O.I No.
Dated
- (ii) The above Free EPABX will be maintained, upgraded, support for Five Years or till agreed or extended period from the date of commissioning of the system.
- (iii) the particulars given above are true & correct & no claim has been made prior to above said period.

Encl: 1. Work order copy (to be attached on first bill claim) 2. Installation report from customer /Monthly service report from customer. 3. Preventive maintenance report.(quarterly)

Seal of the Co.

Authorized signatory

Pre Received

(Vendor)

Received with thanks Rupees from MTNL as against above Bill No.....Dated

Signature of Vendor/
Authorized Signatory
& Seal

Annexure-N

**VENDOR'S BILL FORMAT FOR FREE EPABX WITH RENTAL SCHEME – up to 512 extn
(Bill in Triplicate)**

Bill No. :

Dated :

Name of empanelled vendor			
Customer Name & installed site of EPABX			
Work Order No. & Date			
Date of commissioning/ Activation			
Date of Decommissioning of EPABX			
Trunk connectivity details			
(j) Principal No.			
(ii) C.O.Trunk No. :			
(iii)BRI No.			
(iv) PRI No.			
MTNL Bill reference			
Billing Cycle claimed - Monthly		For the period	
A/C No.:			
Revenue sharing details	No. of working extensions	Rate	Amount
(i) Analog + Digital Extension			
(ii)12% Revenue Share on call charges and PRI plan charges w.r.t. MTNL bill dated....			
(iii)Total of (i) +(ii)			
(iv) Cap of Rs.80 /Extn/month as per capacity of EPABX			
(v) Amount claimed (iii) or (iv) above whichever is lower			
(vi)Any other charges			
(vii) Less : i)L.D./penalty ii)Licence fee @-----			
Total of Part (v+vi) – (vii) Rs.			
(Rupeesonly)			
GST :			
Educational CESS :			
Net Bill Amount :			

GST No.

Certified that –

- (i) The eqpt. supplied & commissioned is new one & in conformity with E.O.I No.
Dated
- (ii) The above Free EPABX will be maintained, upgraded, support for Five Years or till agreed or extended period from the date of commissioning of the system.
- (iii) the particulars given above are true & correct & no claim has been made prior to above said period.

Encl: 1. Work order copy (to be attached on first bill claim) 2. Installation report from customer /Monthly service report from customer. 3. Preventive maintenance report.(quarterly)

Seal of the Co.
Pre Received

Authorized signatory
(Vendor)

Signature of Vendor/
Authorized Signatory
& Seal

Received with thanks Rupees from MTNL as against above Bill No.....Dated

Annexure –O

**VENDOR’S BILL FORMAT FOR FREE EPABX WITH RENTAL SCHEME - More than 512
Extn. & above**

(Bill in Triplicate)

Bill No. :

Dated :

Name of empanelled vendor			
Customer Name & installed site of EPABX			
Work Order No. & Date			
Date of commissioning/ Activation			
Date of Decommissioning of EPABX			
Trunk connectivity details			
(k) Principal No.			
(ii) C.O.Trunk No. :			
(iii)BRI No.			
(iv) PRI No.			
MTNL Bill reference			
Billing Cycle claimed - Monthly		For the period	
A/C No.:			
Revenue sharing details	No. of working. extensions	Rate	Amount
(j) Analog + Digital Extension			
(ii)12% Revenue Share on call charges and PRI plan charges w.r.t. MTNL bill dated....			
(iii)Total of (i) +(ii)			
(iv) Cap of Rs.70/Extn/month			
(v) Amount claimed (iii) or (iv) above whichever is lower			
(vi)Any other charges			
(vii) Less : i)L.D./penalty ii)Licence fee @----			
Total of Part (v+vi) – (vii) Rs.			
(Rupeesonly)			
GST :			
Educational CESS :			
Net Bill Amount :			

GST No.

Certified that –

- (j) The eqpt. supplied & commissioned is new one & in conformity with E.O.I No.
Dated
- (ii) The above Free EPABX will be maintained, upgraded, support for five Years or till agreed or extended period from the date of commissioning of the system.
- (iii) the particulars given above are true & correct & no claim has been made prior to above said period.

Encl: 1. Work order copy (to be attached on first bill claim) 2. Installation report from customer /Monthly service report from customer. 3. Preventive maintenance report.(quarterly)

Signature of Vendor/
Authorized Signatory
& Seal

Seal of the Co.
Pre Received

Authorized signatory
(Vendor)

Received with thanks Rupees from MTNL as against above Bill No.....Dated

Annexure- P INSTALLATION AND COMMISSIONING REPORT

CUSTOMER DETAILS

Customer Name			
Site Address			
Contact Person			
Contact Nos.	Tele.-	Fax-	Mobile -
Mail ID			
Weekly off days			
TRAINING IMPARTED TO	Name	Designation	

EQUIPMENT DETAILS

Size of free EPABX				
Model				
SI No.				
Work Order No.& date				
Equipment Delivered on				
Trunks Details	Attach separate sheet if required.			
	Digital	Analog	IP	Total
Extension (D/A/IP)				
Operator Console				
Activation date				
Decommissioning date				

OPTIONAL ITEMS (attach separate sheet if required.)

Sl. No.	Item	Make & Model	Quantity	AMC w.e.f.

SITE DETAILS

Cabling done by

U. P. S. Yes No

SMPS

Dedicated Earthing by Vendor/Customer Yes No

Capacity

Load Voltage

A/C voltage Volts

Air Conditioning Yes No

Battery Voltage (Optional)

IPM provided on Trunks at

Current Limit set

System MDF Yes No

Customer Remark:

--

Signature of Vendor/
Authorized Signatory
& Seal

All the ordered items have been installed, commissioned and handed over in good working condition along with user manuals and user training imported to our satisfaction.

For Vendor	Date
Signature	
Name	

For Customer	Date
Signature	
Name & Seal	

Annexure- Q Preventive maintenance Report (Monthly)

CUSTOMER :-----

ADDRESS :-----

SYSTEM / CONFIGURATION :-----

DATE :-----Arr.Time:-----Dep.Time-----

Sr.No.	Check Points	Remarks
1.0	Checked input voltage	
2.0	Checked system power supply	
3.0	Checked battery (if available)	
4.0	Checked system earthing	
5.0	Checked complete system hardware	
6.0	Checked complete system software	
7.0	Checked Voice Mail System (if available)	
8.0	Checked Call Billing System(if available)	
9.0	Checked other systems (if available with equipment details)	
	a.	
	b.	
	c.	
	d.	
	e.	
10.0	Taken system regen	
11.0	Taken system backup	
12.0	Resolved all the pending complaints at the site	

M/S :------(vendor)

CUSTOMER:-----

Name of the engineer :	Name:
Signature:	Signature & Company seal :

Signature of Vendor/
Authorized Signatory
& Seal

Annexure- R

Undertaking on company letter head

Working any where in MTNL Area

With reference to your EOI Notice No. SM(EBG-II)/EOI/FREE EPABX /WALK-IN-TYPE/2018-19 Dated: //2018 calling for tender on the above subject, I have read & understood the tender document thoroughly & agree to all the terms & conditions.

I / We : _____ hereby undertake and willing to
(Name in capital Letters).

supply, install, testing, commission, up-gradation & Maintenance of the EPABX system in whole area of operation of MTNL Mumbai or as decided by MTNL.

Place :
Date :

Signature of the Tendered or
Authorized person with his office seal.
Telephone No. :
Mobile No. :