

**MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI
(BW UNIT)**

e-procurement Tender

**e-TENDER DOCUMENT FOR “ Expression of Interest for Consultancy
for obtaining Occupation Certificate of TE Building NERUL, of MTNL
,at Sector-21, Nerul, Navi Mumbai Area “**

**OFFICE OF SENIOR MANAGER (Civil),NM
VASHI TELEPHONE EXCHANGE,
COMPOUND, SEC-16 A, VASHI NAVI MUMBAI– 400703.**

Approved by Dy.GM(C) West & NM.

S.M(Civil)NM

D.G.M(Civil)W&NM

MAHANAGAR TELEPHONE NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISES)

O/o The Senior Manager(Civil), NM, MTNL, Mumbai.
Vashi T. E. Compound, Sect-16A Vashi, Navi Mumbai-400703
Telephone No.: **022- 27663497.**

SECTION I

NOTICE INVITING CONSULTANCY OFFERS e-TENDER

No.SM(C) NM/Nerul TE/e-tender/Arch. Consultancy/OC/18-19/,

dated 10/05/2019

1. On line bids for “**Expression of Interest for Consultancy for obtaining Occupation Certificate of TE Building NERUL of MTNL at Sector-21 Nerul, Navi Mumbai -400706.**” are invited online in <http://www.eprocure.gov.in> Central Public Procurement Portal in two parts (Part A Technical Bid & Part B Financial Bid) in the prescribed forms on behalf of MTNL by Senior Manager(Civil)NM, from empanelled (Empanelled with Council of Architecture) Architects / Architectural firms. The registration of Architect should be valid on the last date of submission of e-tender.

| SR. NO. | Name of work | E.M.D. in Rs. |
|---------|---|---------------|
| 1 | “Appointment of Architectural Consultancy for obtaining Full Occupation Certificate for Nerul Telephone Exchange Bldg, Sector 21, Nerul, Navi Mumbai-400706 | 12,000.00 |

2. Dates for obtaining and submission of online tenders shall be as follows:
 - a) Last date of submission of online e-Tender along with scanned photocopies of eligibility documents up to 15.00 hrs. on or before **30.05.2019**
 - b) Date and time of submission of tender cost and EMD Offline.
Start Date : From 11.00hrs. on **31.05.2019**
End Date : Up to 17.00hrs. on **31.05.2019**
 - c) Date and time of opening of Technical Bid on /after **01.06.2019** at 11.00 Hrs onwards.
 - d) Date of opening of Financial Bid on /after **03.06.2019** at 11.00 Hrs onwards.
 - e) Tenders from eligible Architect Consultants will be received through e-procurement system by the Senior Manager (Civil) NM, Vashi Telephone Exchange Compound, Sect-16 A, Vashi Navi Mumbai-400703 up to 15.00 hrs. on or after **01.06.2019**. Technical Bid will be opened first. Financial Bid of technically qualified Architect Consultants only will be opened on or after **03.06.2019** subjected to the completion of verification of eligibility criteria by Senior Manager(Civil)NM or his authorized representative. Duly filled tender forms will be accepted through e-procurement system only and will not be received by Post.
 - f) EMD of non eligible tenderers shall be refunded.
3. The applicant consulting architect/firms should have commenced and completed consulting work

for multistoried, technical / residential / commercial buildings within the jurisdiction of MCGM, TMC, MBMC, Municipal Corporation of New Mumbai during the last seven years satisfying one of the conditions given below.

- (a) at least one work of 4.80 lakhs
or
- (b) at least two works of 3.00 lakhs
or
- (c) at least three work of 2.40 lakhs

Note:- In addition, the Consultant should have his own office, with sufficient man power for dealing liaisoning with local bodies and equipped with latest authorized Auto-CADD software and plotter.

4. The applicant firm should be empanelled with the “Council of Architecture”. A copy of the current valid Registration Certificate should be uploaded along with the e-tender.
5. Job performance Certificate for completed works, list of works in hand with their status, details of in house facilities and the technical staff employed with their curriculum, details of other associate consultants etc. should be uploaded along with the e-tender.
6. Payment of Rs.590/- (non-refundable) by Demand Draft in the name of AO (Cash-BW), MTNL, Mumbai towards tender cost should be submitted offline in the O/o SM (Civil)NM Vashi Telephone Exchange Compound Sect-16 A, Vashi, Navi Mumbai The Tender documents will not be considered if tender cost is not available at the time of opening of e-tender. **The copy of the DD should be uploaded along with the e-tender.**
7. The corresponding E.M.D is payable off line and should be deposited in the form of Demand Draft/PAY ORDER, valid for at least 90 days from the date of submission of online tenders, drawn on Scheduled/ Nationalised Bank in favour of A.O(Cash-BW), MTNL, Mumbai to be submitted at O/o the Senior Manager (Civil)NM, along with tender cost in a sealed cover marked as ‘C’ within the stipulated time and date as per para 2(b) above. The Tender cost & EMD will not be received after the stipulated date and time of submission. The tender submitted without EMD if any shall be considered NON- RESPONSIVE and shall be summarily rejected.
EMD of non eligible renderers shall be refundable.
The copy of the DD should be uploaded along with the e-tender.
8. Tenderer or his authorized representative if so desired may remain present at the time of scheduled date and time of tender opening at the O/o the Senior Manager(Civil)NM,Sect-16 A,Vashi,Navi Mumbai,The opening of tender is online only.

9. Tender shall be submitted only through www.eprocure.gov.in
10. Booklet containing terms and conditions is available on www.eprocure.gov.in website which can be viewed/downloaded by the intending tenderers.
11. The intending tenderer should have valid PAN & GST registration Certificates. **The copies of the same should be uploaded along with e-tender.**

DATA OF THE PROJECT

1)

| SR. NO. | Name of work | E.M.D. in Rs. |
|---------|---|---------------|
| 1 | “Appointment of Architectural Consultancy for obtaining Full Occupation Certificate for Nerul Telephone Exchange Bldg, Navi Mumbai-400703 | 12000.00 |

- 2) Location : Sect 21, Nerul, Navi Mumbai-400706
- 3) Plinth area rates applicable : CPWD Plinth Area Rates 2012 for Delhi
- 4) Approved Cost Index : Latest CI applicable for Mumbai approved by Employer at the time of approval of drawings by the local body.

SENIOR MANAGER (CIVIL)NM,
Vashi, Telephone Exchange Compound,
Sect-16A, Vashi Navi Mumbai-400703.

TERMS AND CONDITIONS OF AGREEMENT

1.0 DEFINITIONS:

1.1 For the purpose of this agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires: -

- i) "Approved" means approved by Employer's representative in writing including subsequent confirmation of previous approval.
- ii) "Employer" means the Mahanagar Telephone Nigam Limited which expression shall unless excluded by or repugnant to the context include Employer's representative.
- iii) "Employer's representative" means Chief Engineer (Building Works) (hereinafter called CE (BW) of Mahanagar Telephone Nigam Limited, Mumbai or any person authorized by him as designated in charge of the work.
- iv) "Consultant "Means M/s. _____

2.0 SCOPE OF WORK

- 2.1 **A**
 - a Execution of this agreement for Engagement, as a retainer
 - b To search the existing file from NMMC/CIDCO.
 - c. To submit resignation letter of previous architect to NMMC/ CIDCO and acceptance of Supervision Memo from NMMC/ CIDCO
- B** To coordinate with various consultant for document/ status of file.
- C** To persue various departments and NMMC / CIDCO for compliance of all conditions / NOCs mentioned in IOD for obtaining O.C. (Wherever required)
 - a. Fire completion.
 - b. SWD Completion.
 - c. HE NOC.
 - d. Janata Insurance Policy through contractor/bank
 - e. Bank Guarantee through Bank
 - f. SWM Permission.
 - g. Drainage Completion
 - h. Tree Completion
 - i. Rain Water Harvesting etc.
- D** Obtaining Occupation Certificate.
- E** Obtaining Completion Certificate

2.2 Execution/Completion stage

The Consultant shall:

- a) inspect and certify correctness of the physical layout at site as per approved plans.
- b) Co-ordinate the various activities of his sub-Consultants. *If required.*

3.0 PAYMENT OF REMUNERATION

3.1 The cost of the following items shall not be included in the accepted contract amount for the purpose of working out Consultant's fee:-

- (a) Plan approval fee, service connection deposit and any other fees payable to local and/or statutory bodies by the Employer.
- (b) Cost of demolition of the existing buildings or its portion, if any.

PAYMENT SCHEDULE

- i) On completion of clause 2.1 A & B 20%
- ii) On completion of Clause 2.1 C 30%
- iii) On completion of clause 2.1 D &E 50%

4.0 PERFORMANCE Bank GUARANTEE

The successful bidder will be required to furnish Bank Guarantee from Nationalized/ Scheduled Bank by way of Performance Guarantee in the prescribed proforma (Please refer ANNEXURE II), for due fulfillment of the Contract within 15 days from date of award of work for a sum equal to Rs.60,000/- (Rupees Sixty Thousand only).

In case, the Consultant fails to furnish the aforesaid performance Bank guarantee within the stipulated period as mentioned above, the EMD will be forfeited without any further notice.

The Performance Guarantee shall remain valid till the completion of the work and the same shall be released within three months from the receipt of occupation certificate.

4.1 Forfeiture of Performance Guarantee

In case the Consultant fails to complete the work, MTNL without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Guarantee Amount and credit it to MTNL. In case the Bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall be borne by the Consultant. The Consultant forthwith, on demand from MTNL, shall make good the deficit.

5.0 ADDITIONS AND ALTERATIONS

- i) The Employer shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the Consultant shall comply with such request without any extra cost.
- ii) The Consultant shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Architect Consultant except through and with proper approval of the Employer.

6.0 TIME SCHEDULE

6.1 The date of commencement of project will be reckoned from the 15th day of date of signing the agreement or date of acceptance of offer whichever is earlier.

6.2 Completion of various activities as indicated in para 2.1.1(a to e) shall be carried out within Six Months from the date of commencement of the project.

7.0 EXTENSION OF TIME

7.1 To adhere to the above mentioned time schedule the Consultant shall be provided on demand necessary documents, information and certificates/undertakings by the Employer. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Consultant shall be

considered for grant of extension of time. If the Consultant requires extension of time, they shall intimate in writing to Employer within 10 days of the occurrence of such hindrance/delay.

7.2 The Employer after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. (The decision of CE (BW) shall be final and binding).

7.3 Whenever such extension of time is granted, it would be without prejudice to the rights of Employer. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

8.0 ABANDONMENT OF WORK

8.1 That if the Consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the Employer shall forfeit/encash the Performance Guarantee (Decision of CE(BW) shall be final and binding). The Employer shall be at liberty to make full use of all or any of the drawings prepared by the Consultant.

8.2 The Consultant shall also be liable to refund all the fees paid to him up to date plus such damages as may be assessed by the Employer (Decision of CE(BW) shall be final and binding) subject to a maximum of 10% of the total fee payable to the Consultant under this agreement including the recovery of liquidated damages.

8.3 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Consultant shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services rendered by him till date of termination of agreement.

9.0 **FORECLOSURE / RESTRICTION / DEVIATION OF CONTRACT**

9.1 If at any time after acceptance of the tender, the MTNL decides to abandon or reduce the scope of the Work for any reason whatsoever, the Engineer-in-Charge shall give notice in writing of the fact to foreclose or restrict the Contract, to the Consultant and the Consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any loss or profit or advantage which he might have derived from the execution of the work. Further, the Consultant shall not have any claim for compensation by reason of an alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

9.2 In the event of foreclosure of the Contract:

The Engineer-in-Charge shall have the option to take over all Drawings, NOC available with Consultant , correspondence made with any authority in the matter and NOC to appoint new Architect for further process as and when required by Engineer in charge.

10. SUPPLY OF DRAWINGS AND COPY-RIGHT

10.1. All these drawings shall become the property of the Employer and he shall have the right to use the same anywhere else. In that event, the Employer shall pay a royalty to the Consultant on mutually acceptable basis. Such drawings and designs shall not be issued to any other person firm or authority or used by the Consultant firm any other project. No copies of any drawing or documents shall be issued to any one except the Employer and/or his authorized representatives.

11. DETERMINATION AND PRECISION OF AGREEMENT

11.1 The Employer without any prejudice to its right against the Consultant in respect of any delay by

notice in writing absolutely determine the contract in any of the following cases :-

- i) If the Consultant, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.
- ii) If the Consultant commits breach of any of the terms of agreement.

11.2 When the Consultant has made himself liable for action under any of the clauses aforesaid, the Employer shall have powers :

- a) To rescind the agreement.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages under clause 8.2 herein above.

12 GENERAL

- a) The Consultant shall be fully responsible for the technical soundness of the work including those of specialists engaged if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception.
- iii) The Employer will have the work of Consultant and/or his sub-Consultants supervised/ inspected at any time by any officer, check estimates and designs.
- iv) The appointment of Employer's own supervisory staff, if any, does not absolve the Consultant of his

responsibility of general supervision.

- v) The Consultant shall be responsible for design of structures and all provisions/ services of the work Entrusted to him so as to satisfy their requirements.
- vi) The Consultant hereby agree that the fee to be paid as provided herein (clause 3) will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- v) The Consultants shall indemnify and keep indemnified the Employer against any such claims and against all costs and expenses paid by the Employer in defending himself against such claims.
- vi) The Consultant hereby agrees that the Employer shall have the right to take out any of the activities, which in opinion of the Employer is not being performed by the Consultant with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the Consultant.

13. ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration by the Sole Arbitrator to be appointed by CE (BW) MTNL, Mumbai. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

It is hereby further agreed between the parties that

the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

In witness whereof the parties hereto have set their hands and seals the _____ day of _____ Two thousand and _____.

SENIOR MANAGER (CIVIL) NM,
Vashi, Telephone Exchange Compound,
Sect-16 A, Vashi Navi Mumbai-

400703.

PART-A

TECHNICAL BID

Name of Work: Miscellaneous Consultancy for Obtaining Occupation Certificate of Nerul Telephone Exchange Bldg At Sect-21 Nerul Navi Mumbai-400706,

The bidder should upload the following scanned copies of documents along with the e-tender as prescribed in the following manner:

| S.No. | Envelope | Particulars of Document |
|--------------|-----------------|---|
| 1. | A | Registration Certificate: Current Valid Registration Certificate with the 'Council of Architecture'. |
| 2. | B | (a) Job performance certificates for completed works, (b) List of works in hand with their status, (c) Details of in house facilities and the technical staff employed with them and (d) Details of other associated consultants if any. |
| 3. | C | Demand Drafts of Tender Cost and EMD. |
| 4. | D | PAN and GST certificates. |

Note: Scanned documents may be verified with the originals before award of work. In case of any discrepancy is found between Originals and Scanned Copies, MTNL reserves the right to take suitable penal action such as forfeiture of EMD, etc. against the firm.

For detail instructions about e-tendering, please click on the Digital Certificate & Bidder Manual link available on the CPP portal <http://eprocure.gov.in>

SENIOR MANAGER (CIVIL)NM,
Vashi, Telephone Exchange Compound,
Sect-16A, Navi Mumbai-400703.

PART-B
FINANCIAL BID

Name of Work: Miscellaneous Consultancy for Obtaining Occupation Certificate of Nerul Telephone Exchange Bldg, At Sect-21 Nerul Navi Mumbai-400706,

Estimated Amount: **Nil**

| Sl.No | Description of Items | Quantity | Unit | Amount |
|-------|--|---|---------|---|
| 1 | <p>A. a. On execution of this agreement for your Engagement, as a retainer b. To search the existing file from NMMC/ CIDCO. c. To submit resignation letter of previous architect to NMMC/ CIDCO and acceptance of Supervision Memo from NMMC/ CIDCO</p> <p>B. To coordinate with various consultant for document/ status of file.</p> <p>C. To pursue various departments and NMMC / CIDCO for compliance of all conditions / NOCs mentioned in IOD for obtaining O.C. (Wherever required) a. Fire completion. b. SWD Completion. c. HE NOC. d. Janata Insurance Policy through contractor/bank e. Bank Guarantee through Bank f. SWM Permission. g. Drainage Completion h. Tree Completion i. Rain Water Harvesting etc.</p> <p>D. Obtaining Occupation Certificate.</p> <p>E. Obtaining Completion Certificate</p> | One Job containing A,B,C,D & E Items of Description | One Job | Rs.----- Amount in words: () |

Terms and conditions:-

- 1) Lump sum amount should be quoted for all the operations of A,B,C,D and E.
- 2) The Rates quoted should be inclusive of all taxes
- 3) Time allowed for completion of entire job is Six months
- 4) Payment will be made as per terms and conditions of the contract.

Signature of the Architect

ACCEPTANCE

The above tender for the work of Miscellaneous Consultancy for Obtaining Occupation Certificate of Nerul Telephone Exchange Bldg.

for a sum of Rs..... (Rupees.....

.....) which is,% above/below the estimated cost, is hereby

accepted by me (Designation of the officer).....on behalf of the Mahanagar Telephone

Nigam Limited, Mumbai.

(Signature of the Officer)

Dated, the.....day of.....2019.

ANNEXURE-I

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

This agreement made on this day of _____ Two thousand and Nineteen between Mahanagar Telephone Nigam Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Mahanagar Doorsanchar sadan, 6th floor, 9 CGO Complex Lodi Road, New Delhi-11003. (hereinafter referred to as Employer) which expression unless excluded by or repugnant to the context shall include their successors and assignees on the 1st _____ part and M/s. _____, having their Registered office at _____

_____ (hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees on the 2nd part.

Whereas, the Employer is desirous of undertaking Planning, preparation of required Built in Drawings, get NOC for NA and get full OC from the Local authority for Nerul Telephone Exchange Bldg, Sector 21, Nerul, Navi Mumbai-400706." , in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same.

In Witness where of the parties hereto have here into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on
behalf of the MTNL

Signed and delivered for and on
behalf of the Architect Consultant.

(MAHANAGAR TELEPHONE NIGAM LTD.)

(Architect Consultant)

DATE _____

DATE _____

PLACE _____

PLACE _____

IN PRESENCE OF TWO WITNESSES

ANNEXURE-II

PROFORMA FOR PERFORMANCE GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

THIS DEED OF GUARANTEE IS MADE THIS _____ DAY OF _____ between the MAHANAGAR TELEPHONE NIGAM LIMITED hereinafter called the MTNL with it's Registered Office at Mahanagar Doorsanchar sadan, 6th floor, 9 CGO Complex Lodhi Road, New Delhi-11003. (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the one part and _____ hereinafter called the Bank (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

Whereas MAHANAGAR TELEPHONE NIGAM LIMITED accepted the tender of M/s. _____ hereinafter called the Consultant for the work of planning and designing of building project on plot bearing CTS of MAHANAGAR TELEPHONE NIGAM LIMITED as per letter conveyed vide MTNL letter No. _____ dated _____ (hereinafter referred to as the said Contract).

AND WHEREAS the said Contract provides that the Consultant shall furnish unconditional and irrevocable Bank Guarantee to the extent of Rs.60000.00 (Rupees Sixty thousand only) as and by way of Performance Guarantee for the due observance and performance of the Contract.

AND WHEREAS at the request of the Consultant, the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND between the parties hereto as follows:

1. That the Bank hereby agrees and undertakes that if in the opinion of MTNL, any default is made by M/s. _____ in performing any of the terms and or conditions of the agreement or if in the opinion of MTNL the Consultant commits any breach to the Contract or there is any demand by MTNL against M/s. _____ then on notice to the Bank by MTNL, the Bank shall on demand and without demur and without reference to M/s. _____ immediately pay to MTNL.
2. Any manner in which they may direct, the said amount of Rs.60,000.00 (Rupees Sixty thousand only) or such portion thereof as may be demanded by MTNL not exceeding the sum of this Bank Guarantee and as MTNL may from time to time require. The liability of the Bank to pay is not dependant or conditional on the MTNL'S proceedings against the Consultant and the Bank shall be liable to pay the aforesaid amount as and when demanded by them merely on a claim being raised by MTNL.

1. (a) That on receipt of the demand for payment of the amount as aforesaid it will not be open to the Bank to challenge the said demand on any ground whatsoever including the formation of opinion

about the default and/or breach of the Contract and such opinion of MTNL demand shall be final and binding on the Bank. The notice of demand shall be in the form enclosed and when such notice is received, it shall be treated as notice in accordance with the terms of the Bank Guarantee.

1(b) That the Bank undertakes to pay the amount as may be demanded by the MTNL as aforesaid within 2(Two) days of the receipt of the demand. In case the payment is not made within 2(two) days as aforesaid, the Bank shall be liable to pay 24% interest per annum, for the delay in payment and if shall be without prejudice to the MTNL's right for any other remedies that may be permissible under the law.

2. That the Mahanagar Telephone Nigam Limited will have full liberty without reference to Bank and without affecting this Guarantee, postpone for any time or from to time the exercise of any of the powers and rights conferred on MTNL under the contract with the said M/s. _____ which under law relating the sureties would but for the provisions have the effect of releasing the Bank.

2. That the right of MTNL to recover the said sum of Rs. _____ (Rupees _____ only) from the Bank in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and / or whether any dispute or disputes are pending before any officer, Tribunal or Court.

4a) That the Guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the said M/s. _____ but shall in all respect and for all purposes be binding and operative until payment of all money due to the MTNL in respect of such liability or liabilities.

4b) The Guarantee herein contained shall not be affected by any change in the constitution of the Consultant or MTNL or the Bank and shall be a continuing one.

5a) The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of two years from the date hereof restricted to Rs. _____ (Rupees _____ only) and also that the extension of this Guarantee will be provided for by the Bank for such period beyond the said period of two years as the MTNL may feel necessary in this behalf in case the time of the original contract with the Consultant is extended. Provided, further that if any claim accrues or arises against the Bank before the expiry of the said period of two years or an extension thereof, the same shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of two years or any extension thereof

provided the MTNL has given at least three calendar months written notice to the Bank.

5b) The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the MTNL, in writing.

5c) Any time concession or act of omission of indulgence granted by the MTNL to the Consultant/Bank will not constitute any waiver on the part of the MTNL nor the same shall in any way prejudice or adversely affect the Guarantee.

5d) The Guarantee shall not be prejudiced or in any case discharged or vitiated if the MTNL holds any other undertaking/indemnity or any other securities for protection of their interest.

6a) That the Bank declares that it has power to issue this Guarantee in favour of the MTNL under its Memorandum and articles of association and the undersigned has full powers to execute it under the power of Attorney dated _____ granted to him by the Bank.

6b) That the Bank Guarantee can be invoked by anyone of the following Officers of the MTNL.

1. Chairman & Managing Director.
2. Chief Engineer (Building Works).
3. Officer of the rank of Superintending Engineer.
4. Executive Engineer/Concerned Accounts Officer.

The invocation of the Bank Guarantee by any of the above noted/defined officers of the MTNL will be regarded and deemed to be invocation of this Guarantee by the MTNL.

IN WITNESS WHEREOF THE parties have executed these presents the day and year therein above writing.

Signed and delivered by

Signed and delivered by

the constituted attorney for
and on behalf of the Bank in
the PRESENCE OF

FOR AND ON BEHALF OF THE MTNL

1. _____

1. _____

2. _____

2. _____

N.B. The Bank Guarantee shall be from the Nationalised /Scheduled Bank of India. On Stamp paper of Rs. 100/

