

Request for Proposal

For

Supply of GSM/U-SIM Cards



Requested By

Mahanagar Telephone (Mauritius) Ltd

(A subsidiary of Mahanagar Telephone Nigam Ltd-A Govt. of India Enterprise)

**‘MTML SQUARE’, 63, Cyber City, Ebene
Mauritius**

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SECTION-I

GLOBAL TENDER NOTICE

NOTICE INVITING PROPOSAL

RFP No.: MTML/01/2020/GSM-SIM

Dated: 08-10-2020

Mahanagar Telephone (Mauritius) Ltd. (MTML) invites sealed **global RFP** from eligible bidders as per eligibility conditions of RFP, under two bid stage system for **Supply of 200,000 GSM/U-SIM Cards for its GSM/ 3G/4G service in Mauritius branded 'CHILI'**.

The SIM cards required should be of 128k Java enabled with micro browser S@T and must have provision for Over – The – Air (OTA) provisioning for updating Preferred Network List and STK menu apart from having normal features like PIN1, PUK1, PIN2, PUK2, Authentication and Phone Book & SMS memory.

Interested parties are requested to submit their proposal, as per the terms and conditions of the RFP. RFP Document can be purchased from CFO, MTML, 'MTML SQUARE', 63, Cyber City, Ebene, Mauritius on payment of non-refundable MUR 2,000/- (MUR Two Thousand only) by Demand Draft in favour of 'Mahanagar Telephone (Mauritius) Ltd. The RFP Document can also be downloaded from MTML's website 'www.mtmltd.net' in which case the vendor shall submit a Demand Draft of MUR 2,000/- (MUR Two Thousand only) or USD 50 (through TT) towards the cost of RFP document, failing which the offer will not be accepted.

Due Dates for submission of the offers are as below:

1	Date of issue of Request for Proposal (RFP)	08.10.2020
2	Sale of RFP document	08.10.2020 to 28.10.2020
3	Requests for Clarification from Vendors	Upto 17.00 hrs on 29.10.2020
4	Issue of Clarifications by MTML	30.10.2020
5	Last date for Submission of offers	Upto 14.00 hrs of 20.11.2020
6	Date & Time for opening the offers(Techno-Commercial)	14.30 hrs of 20.11.2020

Note:

All timings given above are Mauritius local time. MTML reserves the right to change the above dates at its discretion. Reliance by any person or entity on the schedule set out above shall in no circumstances lead to any liability of MTML.

SECTION - II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION.

Mahanagar Telephone (Mauritius) Ltd. (MTML) invites sealed **global** RFP, under two bid stage system for “**Supply of 200,000 GSM U-SIM Cards**”. In two stage bid system, the bidder is required to submit its technical and financial bids in separate envelopes. In the first stage, only technical bid would be opened and evaluated. In second stage, the financial bid of only those bidders who are found technically suitable will be opened and evaluated, after which the bidder quoting the least cost would be selected.

The quantity of 200,000 SIMs will be taken in not more than two lots with minimum lot quantity of 100,000. The SIM cards so requested must meet the technical criteria specified by MTML in this RFP document.

MTML may additionally like to have the paper packaging suitably designed for MTML. The bidder is requested to quote for the packaging options separately in the bid.

2. DEFINITIONS

“The Purchaser” means the MAHANAGAR TELEPHONE (MAURITIUS) LTD

“The Bidder” means the individual or firm who participates in the RFP and submits its bid.

“The Supplier” means the individual or firm supplying the goods under the contract.

“The Goods” means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

“The Letter of Intent” means the intention of the Purchaser to place the Purchase order on the bidder.

“The Purchase Order” means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “**Contract**” appearing in the document.

“The Contract effective date” means the date of Purchase Order.

“The Contract Price” means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

3. Eligibility:

- 3.1 The bidder should be an Original Equipment Manufacturer (OEM), manufacturing the specific requested equipment OR his authorized distributor/ agent/ representative, duly authorized by the OEM to submit the bid on their behalf, having the certificate of authorization for submitting the bid and supplying and maintaining the equipment on behalf of the OEM. The authorization certificate shall be required to be submitted at the time of bid indicating the commitment of O.E.M. for meeting contractual obligations.
- 3.2 The bidder/OEM, in addition to the above, should also have got an experience of having supplied a minimum quantity of 1,000,000 GSM/U- SIM cards to telecom operators globally.
- 3.3 The sim vendor should be a SIM Alliance member. Membership must be proven.
- 3.4 In support of above eligibility requirement, the bidder/OEM must provide certificate from the operator in the following format
 - a) Name of the organization and country.
 - b) Experience of supplying atleast 1,000,000 GSM/U-SIM cards indicating quantity, type and date of supply.
 - c) Experience of supplying for the requested type
 - d) Statement to the effect that performance against (b) & (c) above is satisfactory.

The above certificate must be signed by senior executive of the organization clearly indicating his /her name, designation and contact details.

4. COST OF BIDDING

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

5. THE BID DOCUMENTS

- 5.1 The goods required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:
 - a) Notice Inviting RFP
 - b) Instructions to Bidders
 - c) General (Commercial) Conditions of Contract
 - d) Special conditions of Contract.

- e) Schedule of Requirements and delivery schedule
- f) Technical Specifications.
- g) Bid Form and Price Schedules
- h) Bid Security Form
- i) Performance Security Bond Form
- j) Letter of authorization to attend bid opening.

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS

6.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser at the Purchaser's mailing address in writing or by FAX (on +230 52940606) or by email (at mtml@mtmltd.net). The Purchaser may, but shall not be obliged to respond in writing to any request for the clarification of the Bid Documents, which it receives not later than the date mentioned above. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

6.2 Any clarification issued by MTML in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6.3 The bidders are required to keep a watch on the MTML web site w.r.t. any amendment to the RFP document or to clarification to the queries raised by the bidders till a day prior to the opening of the RFP. MTML reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the RFP document and amendments for their completeness.

7. AMENDMENT OF BID DOCUMENTS:

7.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

7.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

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

8. PREPARATION OF BIDS

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

8.2 DOCUMENTS COMPRISING THE BID

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

- (a) Authorization to the person signing the offer.
- (b) Documentary evidence established in accordance with the clauses that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (c) Bid Security furnished in proper format.
- (d) A Clause by Clause compliance of the RFP
- (e) A Bid form and price schedule completed in accordance RFP

9. BID FORM

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

10. BID PRICES

- 10.1 The prices quoted shall be **CIF Port Louis Seaport prices** at Mauritius and shall be in **US DOLLAR** for all items as per the schedule of requirement (Section-V) and other items, if any, strictly in appropriate price schedule tables attached to these documents as per Section VII.
- 10.2 The Purchaser shall be responsible for paying all the duties/ levies on equipment & software within Mauritius and the duties/ levies outside Mauritius shall be responsibility of the Bidder.

- 10.3 The prices quoted by the Bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. An offer submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 10.4 The unit prices quoted by the Bidder shall be in sufficient detail to enable the Purchaser to arrive at prices of equipment/system as offered.
- 10.5 'DISCOUNT', if any, offered by the Bidder shall not be considered unless they are specifically indicated in the price schedule. Bidder, desiring to offer discount, should therefore, quote clearly net price taking all such factors like Discount, free supply, etc. into account.
- 10.6 The quoted price shall be all-inclusive and payment of income tax/any other taxes by recipient of payments under this clause shall not be the responsibility of the Purchaser either at the time of supply of equipment or at any time thereafter.
- 10.7 Arranging various clearances of goods and supply such as custom clearance etc. from different Agencies in Mauritius, and transporting & unloading the goods and supply up to the store of MTML shall be responsibility of the purchaser.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- (i) Certificate of incorporation.**
 - (ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.**
 - (iii) Authorization certificate of the manufacturer for supply & maintenance support.**
 - (iv) Authorization to bid in the RFP.**
 - (v) Eligibility requirement as per clause 3 Section II of RFP.**
- 11.2 (i) The bidder shall furnish Annual Report and /or a certificate from its bankers as an evidence that he has financial capability to perform the contract.
- (ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 11.3 In order to enable the Purchaser to assess the proven-ness of the SIMs offered, the bidder shall provide documentary evidence regarding the SIMs being offered by him working satisfactorily with the telecom operators.

12. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

- 12.1 Pursuant to clause 8, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 12.2 The documentary evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) a detailed description of goods with essential technical and performance characteristics and
 - (b) **a clause - by- clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section VI), General Conditions (Section-II), Commercial Conditions (Section III) and Special Conditions (Section IV) shall not be considered.**
 - (c) detailed data/ fact sheet from the OEM indicating compliance of technical specifications.
- 12.3 For the purpose of compliance to be furnished pursuant to the clause 12.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

13. BID SECURITY

- 13.1 The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for **USD 4,000 (US Dollars Four Thousand only) valid for 180 days.**
- 13.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 13.1.
- 13.3 The bid security shall be in the form of a bank Guarantee issued by a first class commercial bank in Mauritius in favour of the purchaser, valid for a period of 180 days from the date of RFP opening.
- 13.4 **The bid not secured in accordance with para 13.1 & 13.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.**

- 13.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 45 days after the placement of firm Purchase Order by the Purchaser or on expiry of the period of the bid validity prescribed by the purchaser.
- 13.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with clause and furnishing the performance security.
- 13.7 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with clause 30.1 or
 - (ii) to furnish performance security in accordance with clause 29.2.
 - (c) In both the above cases, i.e 13.7 (a) & (b), the bidder will not be eligible to participate in the RFP for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of MTML in this regard.

14. PERIOD OF VALIDITY OF BIDS

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

15. FORMATS AND SIGNING OF BID

- 15.1 (i) The bidder shall prepare one complete set of original bid and make one copy of the same clearly marking one as '**Original Bid**' and other as '**Copy of Original**'. In the event of any discrepancy between the copies, the original shall govern.
- (ii) The copy of quality manual and Article or Memorandum of Association may be provided in **original copy**.
- 15.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of

authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

- 15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

- 16.1. Bidders who have downloaded the RFP document shall have to submit the payment of MUR 2000 (or USD 50), **failing which the bids will not be opened further**. The payment can be made before the last date of bid submission either by bank draft or in the bank account as per details provided below -

Name of Beneficiary : Mahanagar Telephone(Mauritius) LTD

Bank : SBI(Mauritius) LTD, Port Louis

Account Number : USD account 156002723102

Swift Code : INILMUMUXXX

IBAN : MU71INIL0801156002723102000USD

Please ensure that the amount remitted is USD 50/-(bearing all commissions at bidder end)

- 16.2 Bids shall be submitted in the following manner in separately sealed envelopes duly superscribed as below: -

Part "A" – Techno commercial/unpriced bid.

Part "B" – Financial/Priced Bid in separate envelopes for each item

- 16.3 Part "A" shall contain original and one copy of UNPRICED BID complete with all technical and commercial details other than price i.e, identical to part "B" with prices blanked out.

THE ORIGINAL BID SECURITY OF REQUISITE VALUE MUST BE ENCLOSED IN A SEPARATE COVER WHICH WILL BE OPENED FIRST.

Each of the unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly superscribed with Bid Document No., item details, bid due date etc., and "Unpriced Bid, - Do not Open before (pl mention date & time as given in section I)". The envelope shall also indicate the name of the Bidder.

- 16.4 Part “B” priced bid shall be submitted in original and one copy with FULL PRICE DETAILS duly sealed in separate envelopes for each item duly superscribed with Bid document No, item detail, due date etc. and ‘Financial/Priced Bid – DO NOT OPEN’
- 16.5 The two envelope containing Part “A” and Part “B” should be enclosed in a larger envelope duly wax sealed and bear the name and address of the bidder.
- 16.6 At least original copies of Techno commercial Bid and Financial Bid should be signed by the bidder on each page.

16.7 Sealing & Marking of Bids:

The Bidder shall seal the original and each copy of the bid in an inner and an outer envelope duly marking both the envelopes as “Original” and “Copy”. The financial bid for each item should be sealed in separate envelopes.

- 16.8 The inner and outer envelopes shall be:

- a) Addressed to Purchaser as follows at the following address :

*Chief Technical Officer
Mahanagar Telephone (Mauritius) Ltd,
‘MTML SQUARE’
Cyber City, Ebene
Mauritius.*

- b) Bear the RFP number, and the words “DO NOT OPEN BEFORE.(Pl mention date & time as given in Section I)”.
c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.
d) Bids may be sent by Registered Post or delivered in person on the above mentioned address. The responsibility for ensuring the Bids are delivered in time would vest with the bidder.
e) Bids delivered in person shall be delivered in person to Chief Technical Officer Mahanagar Telephone (Mauritius) Ltd, on or before the date and time specified. The Purchaser shall not be responsible if the bids are delivered elsewhere.
f) Venue of RFP Opening - RFP will be opened in Conference Room, 2nd Floor MTML Square, Ebene, Mauritius at specified time on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of MTML.

17. SUBMISSION OF BIDS

- 17.1 Bids must be received by the Purchaser at the address specified under para 16.8 not later than the date & time mentioned in section I.
- 17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 7 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 17.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems/equipment as per requirement of the Bid Documents.

18. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 17.1, shall be rejected and returned unopened to the bidder.

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 19.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 19.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 16. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.
- 19.3 No bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION

20. OPENING OF BIDS BY PURCHASER

- 20.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who choose to attend, at the due date & time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section X).
- 20.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 20.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

- 20.4 The date fixed for opening of bids, if subsequently declared as holiday by the MTML, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EVALUATION

- 22.1 The Purchaser shall evaluate the Techno Commercial/unpriced bids to determine whether they are complete, whether any computational errors have been made, whether required sureties has been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 22.2 Bids without proper authorization from the bidder/manufacturers shall be treated as non-responsive.
- 22.3 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any bidder.

23. EVALUATION OF TECHNO-COMMERCIAL BIDS:

- 23.1 The details of financial strength and experience of the bidders shall be examined to determine whether the bidders meet the qualification in accordance with the criteria specified in Clause 3.
- 23.2 During the technical evaluation, MTML at its discretion may call upon the bidders to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTML.
- 23.3 The bids that do not meet all the requirements will be rejected.
- 23.4 Prior to detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 23.5 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.6 Further examination of only such bids determined to be substantially responsive will be taken up and Techno-commercial clarifications/discussions, if considered necessary, obtained/held with such bidders to determine the acceptability of the bids.

24. EVALUATION OF PRICE BIDS:

24.1 The price bid of the technically and commercially acceptable bidders for the accepted models/ items only will be opened in the presence of bidder's representative(s) who choose to attend on the date and time of opening of price Bid.

24.2 Evaluation of the financial offers and ranking of the Bidders shall be based on the following criteria:

The total sum of prices of quoted SIMs in Bid Form & Price Schedule (Section VII Part-II) will be taken for evaluation.

Purchaser has the right to negotiate the prices with the overall lowest quote Bidder on total quoted package price on the prices quoted. The negotiations would be on total package price and/ or itemized prices. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

Note: Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price will be corrected. If there is a discrepancy between the total offer amount and the sum of total prices, the sum of total prices shall prevail and the total offer amount will be corrected. If anywhere, prices are quoted in figures and words and if there were discrepancy between the two, words would prevail. Bidder shall accordingly be bound by the terms of their respective offers corrected in accordance with this paragraph.

25 CONTACTING THE PURCHASER

25.1 Subject to Clause 21, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

25.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

AWARD OF CONTRACT

26. PLACEMENT OF ORDER

Subject to clause 29.2, the purchaser will award the contract to successful bidder(s) whose bid has been determined to be substantially responsive technically and commercially acceptable and has been determined as the lowest evaluated price bid provided further that bidder is determined by the purchaser to be fully qualified to perform the contract satisfactorily.

27. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a)** MTML will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b)** In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running RFP /contract within a period of twelve months from the earliest date of acceptance of LOI at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

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

29. NOTIFICATION OF AWARD & ISSUE OF LETTER OF INTENT

- 29.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 29.2 The bidder shall within 14 days of issue of the Letter of Intent (LOI), give his unequivocal/unconditional acceptance along with performance security in conformity with section IX provided with the bid document.

30. SIGNING OF CONTRACT

- 30.1 The issue of Purchase order shall constitute the award of contract on the bidder. No Separate specific contract needs to be entered.
- 30.2 Upon the successful bidder furnishing performance security pursuant to clause 29.2 the Purchaser shall discharge the bid security in pursuant to clause 13.6.

31. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

32. QUALITY ASSURANCE REQUIREMENTS:

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

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

SECTION III:

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 12% of the value of purchase order within **14 days** from the date of issue of Letter of Intent by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract or providing poor quality material as defined in clause 14 (ii) (d) of section IV of this RFP document.

4.3 The performance security Bond shall be in the form of Bank Guarantee valid for 12 months, issued by a First Class Commercial Bank of Mauritius and in the form provided in 'Section IX' of this Bid Document.

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

5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other testing Gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the

purchaser. Number of personnel to be deputed for the purpose of inspection, testing etc. shall be decided by Purchaser and the costs such as air ticket, lodging and local transportation, daily allowances etc. shall borne by the Purchaser. Any other expenses relating to such inspection testing shall be borne by the Contractor.

- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser at site.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser at site as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its 'Schedule of

Requirements' and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

- 6.2 The delivery of the goods and documents shall be completed as per the schedule of requirement. The actual delivery schedule will be given in purchase order/ work-order.
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation and field trial, if any.

7. TRAINING

- 7.1 The bidder shall provide training for operation and maintenance staff of the purchaser free of cost where required.
- 7.2 The bidder shall provide all training material and documents.

8. INCIDENTAL SERVICES

- 8.1 The supplier may be required to provide any or all of the following services :
 - (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
 - (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. WARRANTY

- 9.1 The warranty period will be of one year. The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection and acceptance of goods, but shall

expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over. Warranty shall also include replacement of faulty Software.

- 9.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 9.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10. PAYMENT TERMS:

The following payment terms shall be applicable for each work-order, for the ordered quantity:

- (i) Irrevocable and confirmed LC to the extent of 100% of Invoice value shall be established through first class bank in Mauritius and advised through first class international bank minimum 15 days prior to the date of delivery. 80% of this amount will be paid on presentation of the Airway documents/ bill of lading, packing list, insurance certificates, Factory inspection reports/ Factory test reports done by manufacturer, to MTML, Mauritius.
- (ii) Balance 20% of the LC amount is payable after 3 months from the date of delivery at Mauritius on furnishing the satisfactory performance certificate from the purchaser.

All Bank charges outside Mauritius shall be borne by the supplier. The confirmation charges for the L/C will be borne by the supplier.

11. CHANGES IN PURCHASE ORDERS

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

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

- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be

made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

12. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

13. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 13.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting Suppliers.
- 13.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 13.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract.
- 13.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

14 Liquidated Damage

- 14.1 The date of delivery of the stores stipulated in the acceptance of offer should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given, save in exceptional circumstances and within the entire discretion of the Purchaser.
- 14.2 Should the Contractor fails to deliver the stores or any consignment thereof within the period prescribed for delivery, the Purchaser shall be entitled to

recover 2% (two percent) of the value of the delayed supply for each week of delay or part thereof up to a maximum deduction of 12% of the contract value. In the case of package supply where the delayed portion of the supplies materially hamper installation & commissioning of the whole system, LD charges shall be levied as above, on the total value of the contract. Quantum of Liquidated Damages assessed and levied by the Purchaser shall be final and not challenge-able by the Contractor. Once the maximum is reached, or delay exceeds a period of 10 weeks, the Purchaser may consider termination of the Contract.

14.3 This clause will not come under the provisions of Arbitration Clause.

15. Insurance

Insurance should cover Contractor's all risks valid up to delivery of goods at MTML stores Mauritius. It should cover Third Party Insurance, accident or injury to workmen and Transit Insurance for 110 % of value of goods.

The insurance shall be for an amount equal to 110 % of the CIF value of the goods from "*warehouse to warehouse*" on "*all risks*" basis including risks of TPND, SRCC and war clauses. All the items shall be fully insured by the Contractor up to the final destination.

Any item/part damage / lost shall be replaced by the Contractor free of charge at first and the insurance claim shall be made by the Contractor to recover the cost of damaged/ lost goods.

16 Force Majeure

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

16.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in

possession of the Contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials / bought out components and stores as the Contractor may with concurrence of the Purchaser elect to retain.

17 Termination for Default

17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part,

- a) if the Contractor fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 13.3.
- b) if the Contractor fails to perform any obligation(s) under the Contract; and
- c) if the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

17.2 In the event that the Purchaser terminates the contract in whole or in part, pursuant to clause 18.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar goods. This liability shall be without prejudice to any other claim which the Purchaser shall be entitled to make against the Contractor. However, the Contractor shall continue performance of the contract to the extent not terminated. The Purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the Contractor and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the Contractor against his any dues under the contract or any previous contract.

18. Termination for Insolvency

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

19. Arbitration & Conciliation

Any dispute, which remains to be resolved through amicable and good faith discussions between the parties within 180 days of the beginning of such discussion, shall be resolved in accordance with the Rules of United Nations Commission for International Trade Law (UNCITRAL). The venue of arbitration shall be Mauritius. The laws of the Republic of Mauritius shall be applicable in arbitration. The language used in arbitration proceedings shall be in English. Each party shall bear its own cost for making submission to the Arbitration. The

Arbitrator shall be appointed by the common consent of both parties, failing which by the Judge in Chambers of the Supreme Court of Mauritius on the application of either or both parties.

20. Subject Laws and Jurisdiction

The contract shall be governed by Laws and the Courts at Mauritius will have jurisdiction to entertain any dispute or claim arising on the contract.

21. Set Off

Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by the Purchaser or the Govt. or any other person or persons contracting through the Purchaser and set off the same against any claim of the Purchaser or Govt. or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Purchaser i.e. the Purchaser or Govt. or such other person or persons contracting through the Purchaser or Govt.

It is an agreed term of the contract that the sum of money so appropriated under this clause by the Purchaser or Government will be kept withheld as such by the Purchaser or Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld under this clause and duly notified as such to the Contractor.

23. NOTICES

22.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by FAX or cable and confirmed in writing, by registered post. For the purposes of this Clause, the contact details of the Purchaser shall be as follows:

Chief Technical Officer
Mahanagar Telephone (Mauritius) Ltd.
'MTML Square'
63, Cyber City, Ebene
Mauritius
Tel No. + 230 5294 3333 Fax +230 5294 0606

22.2 The Purchaser shall notify the Contractor in accordance with Clause 22.1 above in case of any amendment of the contact details specified in the said Clause 22.1.

22.3 The Contractor shall similarly notify the Purchaser of its contact details and any subsequent amendment thereto in accordance with Clauses 22.1 and 22.2.

22.4 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23. Confidentiality

The Contractor agrees that the terms of the contract shall remain confidential. The Contractor and its agents, employees and/or representatives may not disclose any term or condition of the agreement without the prior written authorisation of the Purchaser.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. Provisions spelt out in this section shall prevail over the conditions specified anywhere else in this RFP document, in case of conflict.
2. Purchaser reserves the right to blacklist a supplier for a suitable period in case he fails to honor his offer without sufficient grounds.
3. Sourcing OEM of all spares / equipment's including software components shall be provided by the supplier.
4. **Quality Standards:** The SIM cards shall be manufactured in accordance with the International Quality Standard ISO-9001:2000 for which the manufacturer shall be duly accredited. The quality plan describing the quality assurance system followed by the manufacturer shall be submitted.
5. If the Date fixed for opening of bids is, subsequently, declared as holiday by the MTML, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
6. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this RFP. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.
9. The supply of equipment will be accepted only after Testing/inspection is carried out by MTML's authorized personnel as per prescribed schedule and material passing the test successfully.
10. The bidder shall furnish all-inclusive itemized prices as per price schedule Section VII. The price quoted should be all inclusive for delivery upto MTML's warehouse in Ebene, Mauritius (except duties and taxes as applicable in Mauritius). Custom clearance, local transport & insurance will be the responsibility of the vendor.
11. **DOCUMENTATION:** Bidder shall supply two sets of complete documents on description, operation & maintenance aspect of the SIM cards.
12. SIM Card Reader/ Writer and SIM diagnostic tools: The vendor will provide two sets of SIM cars reader/ writer and diagnostic tools along with all necessary hardware/ software. The tool shall facilitate transfer of phonebooks/other files from a defective 128K SIM card to a new replacement SIM card.
13. For the purpose of interpretation of all clauses of the terms and conditions of this RFP, the decision of the CEO, MTML shall be final.

14. QUALITY CONTROL

(i) The Bidder/their collaborator will specify the quality control procedures and methods adopted by them in their production facilities to ensure the quality standards. If and when the local production set-up is established, the same quality control methods will be implemented and the bidder will guarantee that the cards are of the ETSI quality standards. Purchaser reserves the right to visit the manufacturing facilities at any time at its discretion to check the implementation of the quality procedures.

(ii) Quality Performance

- (a) Failure of SIM cards due to manufacturing/ personalization problems shall not be more than 0.1% of each lot supplied.
- (b) Should the failure of SIM cards be more than 0.1% of the total quantity ordered during the warranty period, the purchaser, in its discretion, may levy penalty which shall be double the cost of the total quantity of SIM cards that have been reported faulty. The quantum of penalty so decided by the purchaser shall be final and shall not be challengeable.
- (c) The bidder shall replace all the defective/faulty SIM cards free of all costs to the purchaser, in addition to the penalty to be levied as at ii (b) above. This should be done within 30 days from the date of reporting of the fault/defect.
- (d) If the failure of SIM cards during warranty period is more than 10% of the total ordered quantity, it would be considered that the cards are of extremely poor quantity and the supplier has not provided the cards as per standard specifications and quality norms. This may result in compensation to purchaser from the Performance Security provided by supplier.

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SECTION V
SCHEDULE OF REQUIREMENT
GSM/U-SIM Cards

SPECIFICATIONS	Quantity	Delivery Period for delivery at MTML store Mauritius
<i>GSM U-SIM Card (128k Phase 2+ JAVA S@T enabled) Triple cut 2FF/3FF/4FF (single IMSI) re-pluggable –Half SIM Body - as per the detailed specifications mentioned in the RFP</i>	200,000	The total quantity is to be delivered in maximum 2 lots. Minimum lot quantity will be 100,000. SIMs are to be delivered within 10 weeks from the date of issue of LOI/ work order for that lot (or) within 8 weeks as from the date of receipt of final executable for the order (PO,LC,Input file & necessary approvals), whichever is earlier
<i>SIM Packaging (Paper type with MTML customization)</i>	200,000	The SIM packing should include 4 panel leaf-let (8 pages) along with ICCID barcode label with personalized data.

SECTION VI

TECHNICAL SPECIFICATIONS

Mahanagar Telephone (Mauritius) Ltd. (MTML) invites offers for **Supply of 200,000 GSM U-SIM Cards.**

The SIM cards (wherever SIM is mentioned in the document, it means 4G U-SIMs, unless specified otherwise) required should be of 128k Java enabled with S@T browser micro-SIM and must have provision for Over – The – Air (OTA) provisioning for updating Preferred Network List and STK menu apart from having normal features like PIN1, PUK1, PIN2, PUK2, Authentication and Phone Book & SMS memory. The detail specifications are given below.

The SIM should be Release 8 USIM (or LTE USIM), which includes LTE files specified in the Release 8 of the 3GPP 31.102 specification. The USIM files system should support:

- EMM parameters storage
- And EPS location information

The vendor need to submit the detailed data/ fact sheet from the SIM CHIP manufacturer substantiating the claim of the vendor complying the technical specifications/ features mentioned in RFP. The vendor shall describe conformity to the all general SIM specifications according to ETSI/3GPP specifications. As a minimum, the SIM must conform to the latest revisions of the following specifications:

ETSI

- GSM 03.48 V8.8.0
- GSM 11.11 V8.14.0
- GSM 11.12 V4.3.1
- GSM 11.14 V8.18.0
- GSM 11.17 V7.0.2
- GSM 11.18 V7.0.1
- TS 101 220 V15.0.0

- ETSI TS 102 127 V6.13.0
- ETSI TS 102 221 V12.1.0
- ETSI TS 102 222 V7.1.0
- ETSI TS 102 223 V11.3.0
- ETSI TS 102 224 V8.0.0
- ETSI TS 102 225 V12.1.0
- ETSI TS 102 226 V12.0.0
- ETSI TS 102 241 V11.1.0
- ETSI TS 102 268 V6.1.0
- ETSI TS 102 310 V9.1.0

3GPP

- TS 11.13 V8.0.0
- TS 11.17 V8.2.0
- TS 23.040 V14.0.0
- TS 23.041 V14.2.0
- TS 23.048 V5.9.0
- TS 31.048 V5.1.0
- TS 31.101 V12.2.0
- TS 31.102 V11.12.0
- TS 31.103 V8.6.0
- TS 31.133 V13.0.0
- TS 31.104 V12.0.0
- TS 31.110 V4.1.0
- TS 31.111 V11.13.0
- TS 31.115 V14.0.0
- TS 31.116 V11.1.0
- TS 31.122 V12.0.0
- TS 31.130 V12.0.0
- TS 31.213 V13.0.0
- TR 31.900 V14.0.0
- TR 31.919 V8.0.0
- TS 33.102 V13.0.0
- TS 33.234 V10.0.0

- TS 33.401 V10.0.0
- TS 35.205 V14.0.0
- TS 35.206 V14.0.0
- TS 35.207 V14.0.0
- TS 35.208 V14.0.0
- TS 42.017 V4.0.0
- TS 43.019 V5.6.0
- TS 51.011 V4.15.0
- TS 51.013 V14.0.0
- TS 51.014 V4.5.0
- TS 51.017 V4.2.0
- TS 15.205 V13.0.0

1) SPECIFICATIONS: The SIMs should have

1. 128K Byte Program/Data Memory (EEPROM / Flash Memory) with atleast 100,000 write/erase cycles.
2. EEPROM/ Flash Memory shall be able to store all the application data and this information is retained even after power is turned off and can be modified or erased using electrical signals.
3. U-SIM should support Milenage for 4G/3G services. The MILENAGE implementation shall be conformant to 3GPP TS 35.205, 3GPP TS 35.206, 3GPP TS 35.207, 3GPP TS 35.208, et.al, or the latest revisions thereof.
4. The U-SIM (128K) must be able to work in 2G/4G network also and must automatically switch between 2G , 3G & 4G depending upon network capability.
5. The 128K SIM cards supplied shall be capable of interworking with the OTA platforms being supplied by the supplier of MTML. The SIM card shall support standard OTA protocols. Successful bidder shall demonstrate the inter-working of the 128K SIM cards with these platforms.
6. Micro browser on the SIM card should support SIM Alliance S@T.
7. It should support Dynamic STK menu, which can be updated via Over the Air facility.
8. The operating system of SIM should support Java 3.0.2 classic edition.

9. The successful bidder shall load SIM based java applets & STK Menu on the SIM card as per MTML requirement. The bidder shall execute the MTML defined plug-ins into the SIM card without any extra cost.
10. The SIM should support at least 30 networks in Preferred Network List (PNL). The PLMN should be modifiable over the air.
11. SIM should have IMEI tracking applet for device management applications. The UICC shall support the triggering of applets based on events including SIM startup, Call-Control envelop (including SMS-MO and USSD) and timers. The UICC shall support the forward of device information to applets, including the capture of IMEI and location information. The details for applet output format would be provided to the successful bidder.
12. SIM should provision with preconfigured MTML APN details along with supporting applet, which should automatically push the APN data to the handset. The applet should support most of the handset make/models.
13. The bidder may propose various other applets & SIM based solutions (as optional), which will bring additional value to MTML.

2) SECURITY

The bidder shall be responsible for safe custody of all algorithms, authentication Key and other data made over to him for customization/personalization of SIM cards as per MTML requirement. The supplier shall commit to taking all necessary measures to secure authentication information against leakage or theft.

The bidder should provide detailed steps of personalization including interface to billing and Customer Care Centre for data transfer, format etc. The bidder shall ensure that all authentication and security related data of the purchaser are handled with utmost confidentiality and that such data are made over back to MTML at the expiry of the contract.

3) General Requirement :

1. Format and layout of the ID-1 SIM shall be in accordance with ISO 7816-1.2(as mentioned below). The card shall have rectangular shape with dimensions complying to ISO 7810. As a minimum, the USIM must be available in

the following form factors. If and when new form factors are standardized, those form factors should be made available as well.

Form Factor	Standard	Length (mm)	Width (mm)	Thickness (mm)
2FF (mini-SIM)	ISO/IEC 7810:2003, ID-000	25.00	15.00	0.76
3FF (micro-SIM)	ETSI TS 102 221 V9.0.0, Mini-UICC	15.00	12.00	0.76
4FF (nano-SIM)	ETSI TS 102 221 V11.0.0	12.30	8.80	0.67

2. The Phonebook of SIM should be able to store 250 basic entries. The enhanced phonebook of U-SIM should be able to handle at least 500 entries with email, second name, other entries like fax numbers, office numbers, groups etc.

3. USIM must be compatible with 3GPP Release 8

4. The SIM configured with the personal identification numbers PIN1/CHV1, PIN2/CHV2, PUK1, PUK2, ADM1 & ADM2 . The cards should be conforming to the RFM/ RAM 03.48 (23.048, etc.) for the OTA key configuration setting keys & micro browser configuration keys.

5. Branding

For the purpose of network branding, it shall be possible to print artwork containing operator's logo and other network related information on SIM card with high precision and quality. It shall be possible to accommodate any change in the artwork design in the subsequent batch of SIM cards. It should also be possible to update the SPN file Over the-air, for purposes of network branding.

6. Advertising

The SIM Browser shall support static, dynamic and Interactive Advertising capabilities in conjunction with the Over-the Air platform.

7. Requirement for GSM/U-SIM and Telecom files

The requirements on GSM/U-SIM and Telecom files with respect to minimum number of ADN's, FDN's and SMS are as below. It is desirable that the number of ADN's are increased based on memory management.

FDN: 5 records
ADN: 250 records
SDN :5 records
LND :10 records
BDN : 5 records
SMS: 20
PLMNsel: 30
FPLMN:20

8. OTA Requirements

The UICC shall support OTA updates for RFM (Remote File Management), RAM (Remote Applet Management) and S@T over SMS Bearer. The UICC shall support Bearer-Independent Protocol (BIP). The supplier shall describe how SIM services are updated including estimates on OTA Bearer utilization.

The supplier must support OTA over IP/HTTP. The supplier shall describe such support including hardware/software needed for the same.

- Files updateable OTA.
EFs that store keys and contain GSM/U-SIM network specific authentication data, such as Ki, OTA keys, ICCID, IMSI, admin codes and PUK shall not be OTA updateable.
- Standard GSM/U-SIM files
The following standard GSM/U-SIM files shall be configured as OTA updateable:
 - Abbreviated dialing Numbers, ADN
 - Fixed dialing Numbers FDN
 - Service Dialing Numbers, SDN
 - MSISDN
 - Service Provider Name, SPN
 - Extension files, EXT
 - Barred Dialing Number, BDN
 - Short message service Parameter, SMSP
 - Language Preference, LP

- Location Information, LOCI
- PLMN selector (Preferred Network List), PLMNsel
- HPLMN search period, HPLMN
- SIM Services Table, SST
- Accumulated call meter, ACM
- ACM maximum value, ACMmax
- Price per unit and currency Table, PUCT
- Group Identifier Level 1 and 2, GIDI and GID
- CBMI Selection, CBMI
- Cell Broadcast Message Identifier for data download, CBMID
- Cell Broadcast Message Identifier Range selection, CBMIR
- Access Control Class, ACC
- Forbidden PLMN, FPLMN
- Emergency Call Codes, ECC
- GPRS Location Information, GPRSLOCI
- Operator controlled PLMN selector with Access Technology, OPLMNwACT
- HPLMN selector with access technology, HPLMNwACT
- Last used access technology, RPLMNACT
- Higher Priority PLMN search period, HPPLMN
- Image, IMG
- Image instance data files, IIDF

Other than the above, such files as required by the SIM Browser, shall also be over the Air updateable.

9. SIM DSTK Browser and Security

Browser and menu files:

The setup menu file (s) and all files under DF2700 (except key files) shall be OTA updateable. Security counters should be OTA updateable.

BROWSER Implementation:

BROWSER menus shall be implemented in EEPROM. Plug-ins needs to be supported in the SIM card.

BROWSER Menu

This file contains the menu data to be used as input for preparation of a SET UP MENU proactive SIM command. The contents of this file will determine which script is to be executed when the user selects a menu item. Browser should be able to support minimum 20 service sub-titles.

BOOKMARKS

Bookmarks support is mandatory for the SIM cards Browser Plug-ins implementation

10. The SIM shall have sufficient memory to store the operation system. The operating system must be Phase 2+ & Phase 3G and should also include SIM based value added services client called browser.

11. The SIM Should have

- Data Security
- Tamper-proof design
- Counter measure against reverse engineering
- ROM Code Not Visible
- Reset Operations are selective if abnormal condition is detected
- Counter measuring for SPA/DPA
- Anti-cloning feature
- PoR Blocked for Authentication Failure feature
- H/W protection against side channel attacks, for DPA / SPA

The SIM Supplier should provide proof of above compliance.

12. Storing of OS & browser either in EEPROM/ Flash Memory for accessing SIM based applications shall not affect the memory requirement for application usage i.e. 128K

13. Electrostatic overload: The chips shall comply with MIL STD 883C technical specifications and shall accept Class Three electrostatic overload (Threshold > 4000 volts). The SIM Supplier should provide proof of such compliance.

14. Contact lifetime: Contact Lifetime of Chip Module in terms of insertion into / extraction from a mobile phone or a card reader shall be a minimum of 100,000 cycles. The SIM Supplier should provide proof of such compliance.

15. Contact pressure: The contact pressure shall be large enough to ensure reliable and continuous contact. The radius of any curvature of the contacting elements shall be greater than or equal to 0.8 mm over the

contact area. The SIM should be able to withstand the contact force upto 0.5 N per contact.

16. Electronic signals and transmission protocols : Electronic signals and transmission protocols shall be in accordance with ISO/IEC 7816-3 (25)

17. Supply Voltage; The Chip Module shall be capable to operate at 5V, 3V and 1.8V. The SIM Supplier should provide proof of such compliance.

18. Operating Temperature : The chip module should be capable to operate in the temperature range -25°C to +85°C. The SIM Supplier should provide proof of such compliance.

19. Anti tear mechanism: Chip Module shall have anti tear mechanism to prevent the data damage during accidental voltage cut off (battery failures, battery pullout without switch off etc.)

20. Data retention: 10 years minimum

21. The bidder may propose separately the available latest browser plug-in & Java applications for additional features

22. The art work & design of the 128K SIM cards will be specified at ordering stage. The cards are to be printed in multi colours as per MTML requirements.

23. The Bidder will be required to give an undertaking that the chip modules offered will be

- a) Milenage for U-SIM and 2G context
- b) Will protect data and authenticity for the entire life of the chips.
- c) Will withstand force up to 0.5 N per contact.
- d) Contact lifetime of the modules in terms of insertion into / extraction from a mobile phone or a card reader will be minimum 10000 cycles.
- e) Shall comply with MIL STD 883C technical specification and shall accept Class Three Electrostatic overload.
- f) Electronic signals and transmission protocols shall be in accordance with ISO / IEC 7816 -3 (25).
- g) Shall be capable to operate at 1.8V, 3V and 5 V.

- h) Baud Rate shall be – clock frequency / 372 (minimum).
- i) Have anti-tear mechanism to prevent data damage during accidental voltage cut-off.
- j) S@T Browser will run on each and every chip modules supplied by the bidder.
- k) The USIM will be LTE capable, implying that they must be able to log onto LTE network automatically without any need to amend the sim file structure. The SIM must comply with minimum 3GPP TS 31.102 release 8.

24. The Triple cut SIM Cards to be supplied should be with Dual Thickness.

25. SIM Packaging:

- i) SIM packaging will be in a small glossy paper pouch (paper thickness at least 250 GMS) which should contain SIM card along with 4 panel leaflet (8 pages).
- ii) On the front & back side of the pack, MTML logo along with given artwork, in at least 4 colours, need to be printed.
- iii) On one side of pouch the vendor needs to print/ label will ICCID, MSISDN (optional) with ICCID barcode. It is desirable to have a cut in the paper pouch to make MSISDN printed on SIM visible from outside, to avoid wrong packaging.
- iv) The pack should be properly sealed.
- v) To Increase product visibility, instead of rectangular/square card body shape , bidders may also propose for precuts and key fobs and other differential shapes, as an optional quote.

SECTION VII

**PART- I
BID FORM**

RFP No.: MTML/01/2020/GSM-SIM

Dated: 08-10-2020

To

Chief Technical Officer
MAHANAGAR TELEPHONE (MAURITIUS) LTD,
Mauritius

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your LOI.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 12% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2020

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of

witness

Address

Signature

SECTION VII

PART-II

PRICE SCHEDULE FOR GSM/U-SIM CARDS

(Prices in US Dollars only)

S.No	Item Description (As per SoRt)	Quantity	Basic Unit Price	Taxes & Duties (Outside Mauritius)	Freight, Forwarding, Packaging	Insurance	Any Other Charges	Basic all inclusive Price {(4)+(5)+(6)+(7)+(8)}	Discounts	Total Price {(9)-(10)}x(3)
1	2	3	4	5	6	7	8	9	10	11
1	U- SIM – Triple cut (2FF+3FF+4FF)	200,000								
2	Paper Packaging	200,000								

Note:

1. The price quoted should be CIF Port Louis Seaport prices at Mauritius.

Section-VIII

Bid Security Form

RFP No.: MTML/01/2020/GSM-SIM

Dated: 08-10-2020

Ref No. :

Date :

To
Mahanagar Telephone (Mauritius) Limited
'MTML SQUARE', 63, Cyber City
Ebene, Mauritius

Whereas [Name of Bidder] hereinafter called "The BIDDER" has submitted its Offer dated [date of submission] for the "Supply of GSM/U-SIM Cards" hereinafter called "The Equipment".

KNOW ALL PEOPLE that we [name of bank] of [name of country] having our registered office at [Address of Bank] hereinafter called "The BANK" are bound unto Mahanagar Telephone (Mauritius) Limited, hereinafter called "The MTML" by the amount of USD 4,000/-(US Dollar Four thousand only) willingly and truly to be paid out to the said MTML upon entering any of the conditions specified below. The BANK, binds itself, its successors and assigns by these presents sealed with the common seal of the said bank this day of 2020.

The conditions of this obligation are:

a) If the BIDDER withdraws its Offer during the period of Offer validity specified by the BIDDER in its offer submitted to MTML;

or

b) If the BIDDER is selected for the second stage of the bidding process by the MTML, and is notified accordingly during the period of Offer validity if selected for award of contract fails to sign the contract within one month from the date of acknowledgement of Letter of Intent (LoI) and furnish the Performance Security in accordance Clause 29.2 of Section II and Clause 4 of Section III, General Condition of Contract.

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

This guarantee will remain valid for 180 days from the date of submission and any demand in respect thereof should reach the bank not later than date.

Signature of Bank

Seal of Bank

Section IX
Performance Guarantee Form

RFP No.: MTML/01/2020/GSM-SIM

Dated: 08-10-2020

-

Ref No. :.....

Date:.....

To

Mahanagar Telephone (Mauritius) Limited
'MTML SQUARE', 63, Cyber City
Ebene, Mauritius

Whereas [Name of supplier] hereinafter called "The SUPPLIER" has agreed for the "Supply of GSM/U-SIM Cards" hereinafter called "The Equipment". as per the conditions of Letter of Intent (LoI) issued to the SUPPLIER by Mahanagar Telephone (Mauritius) Limited, hereinafter called "The MTML"

AND WHEREAS it has been stipulated by you in the said Letter of Intent that the Supplier shall furnish you with a bank guarantee by a reputed first class commercial bank located in Mauritius specified therein as security for compliance with the SUPPLIER's performance obligations.

AND WHEREAS we have agreed to give the appointed SUPPLIER a guarantee:

THEREFORE, we hereby affirm that we are guarantors and responsible to you on behalf of the SUPPLIER up to a total of US DOLLAR..... {Amount of the Guarantee in Words}. We undertake to pay you, upon your first written demand declaring the SUPPLIER to be in default of its obligations and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to provide or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of

Signature of Bank

Seal of Bank

SECTION X

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
[To reach CTO, MTML before time of bid opening]**

To

The Chief Technical Officer
MAHANAGAR TELEPHONE (MAURITIUS) LTD,
'MTML SQUARE', 63, Cyber City
Ebene, Mauritius

Subject: Authorization for attending bid opening on
_____ (date) in the RFP of

Following persons are hereby authorized to attend the bid opening for
the RFP mentioned above on behalf of
_____ (Bidder) in
order of preference given below.

Order of Preference	Name	Specimen
<hr/>		

I.

II.

Alternate
Representative

Signatures of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.