



**MAHANAGAR TELEPHONE NIGAM
LIMITED**

**Tender Enquiry No.MTNL/20-
80(447)/2019-MM/C & P-AMC
Dated 27.07.2019**

TENDER

FOR

**AMC of Computers and Peripherals
at MTNL Corporate Office**

Dated: 27.07.2019

To,

Ref: Tender Notice No. MTNL/20-80(447)-MM/2019-MM/C&P-AMC dated 27.07.2019

Dear Sir,

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

S. No.	TITLE	Section No.	Page No.
1	Notice Inviting Tender (NIT)	Section - I	3
2	Instructions to bidders	Section - II	4-18
3	General Conditions of Contract	Section - III	19-32
4	Special Conditions of Contract	Section - IV	33-42
5	Schedule of Requirements	Section - V	43
6	Bid Form	Section - VI	44
7	Price Schedule	Section - VII	45
8	Proforma for Bid Security	Section - VIII	46
9	Proforma for Performance Bank Guarantee	Section - IX	47-48
10	Proforma for additional Bank Guarantee	Section-IX-A	49-50
11	Letter of Authorization	Section-X	51

Please acknowledge receipt of bid documents by signing on duplicate copy of this letter and provide complete address for correspondence including Telephone Number, FAX, and Telegraphic address.

Your offer complete in all respects as per enclosed documents must reach latest by **15.00** hrs of **26.08.2019** at the following address:

Sh. Balveer Singh, Dy.General Manager (MM)
Mahanagar Telephone Nigam Limited, Corporate Office,
5th floor, Room No. 5304,
Mahanagar Door Sanchar Sadan,
9,CGO Complex,
New Delhi – 110 003.

The "Instructions to Bidder" and "General Terms and Conditions" are applicable for this Tender. However, the clauses mentioned in the "Special Conditions of Contract" & Technical Specifications will supersede the General Terms & Conditions.

Tender bids shall be opened at **15.30 Hrs.** on **26.08.2019**. The representatives of the bidders who wish to be present during tender opening may kindly make it convenient to attend the same.

Thanking you,

Yours faithfully,

(Balveer Singh)
Dy. General Manager (MM)

Encl: Bid Documents

SECTION – I

NOTICE INVITING TENDER

T.E.No. MTNL/20-80(447)/2019-MM/C&P-AMC dated 27.07.2019

Due date of bid submission : 26.08.2019 up to 15:00 Hrs

Due date of bid opening : 26.08.2019 at 15:30 Hrs

1. On Behalf of Chairman and Managing Director, Mahanagar Telephone Nigam Limited (MTNL) invites OPEN Tenders for “Annual Maintenance Contract of Computer Hardware, Software and peripherals in MTNL Corporate Office”.
2. **Sealed Tenders** under **single bid system** (Techno-Commercial bid/Financial bid) are invited from reputed bidders fulfilling the following eligibility requirements.
3. **BIDDER’S ELIGIBILITY CRITERIA:** Pl. refer clause 3 of Section II, Instruction to the Bidders.
4. Bid security in the form of bank guarantee will be **Rs. 10,540/- (Rupees Ten Thousand Five Hundred Forty Only)**.
5. Intending bidders may download the tender document from the website <https://eprocure.gov.in/epublish/app> or www.mtnl.in. However, bidders have to submit cost of tender document as **Rs.590/- (including GST @18%)** in form of DD/pay order **drawn in favour of “MTNL” payable at Delhi** along with submission of bids.
6. The tender document may be issued to eligible bidders free of cost. Before issue of such documents for free of cost, the bidder needs to submit details of their registration with NSIC for the tendered item along with their approved ‘Monetary limit’. Their eligibility as per the terms and conditions of the tender in question shall also be examined, and if they meet the conditions stipulated, they may be issued the documents free. If the value of procurement is more than their monetary limit, they are not entitled for free tender document.
7. The tender document shall be issued to MSEs (Micro & Small Enterprises) units/bidders registered with MSME free of cost, provided the tendered item is listed in the Registration Certificate of MSME.

DGM (MM), CO

SECTION - II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Mahanagar Telephone Nigam Limited (MTNL) invites sealed Tenders for “Annual Maintenance Contract of Computer Hardware, Software and peripherals in MTNL Corporate Office”.

2. DEFINITIONS:

- a. **“The Purchaser** “means the Mahanagar Telephone Nigam Limited (M.T.N.L.).
- b. **“The “Bidder”** means the individual or the firm who participate in this Tender and submits its bid.
- c. **“The supplier”** means the individual or firms supplying the goods under the contract.
- d. **“The Goods”** means all the equipment, machinery and /or other materials which the Supplier is required to supply/provide to the Purchaser under the contract for commissioning/proper operation of the system and also includes any spares for the equipment.
- e. **“Advance Purchase Order (APO)”** means letter indicating the intention of the purchaser to place Purchase Order on the bidder.
- f. **“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 there in. The Purchase Order shall be deemed as “contract” as defined below :
- g. **“Contract”** means the agreement between MTNL and the successful bidder called Contractor for the execution of the works including supply of all documents to which reference may be made in order to ascertain the rights and obligations, of the parties and shall include the Instructions to bidders, General Terms and Conditions of the Contract, Agenda, Supplementary Agreement(s) (if any) as part of the Contract.
- h. **“The Contract Price”** means the price payable to the supplier under the purchase order for the complete fulfilment and proper performance of its contractual obligations to the satisfaction of MTNL.
- i. **“Contract Date”** means the date on which the Contract comes into effect.
- j. **“Certificate of Acceptance/Taking Over Certificate”** means the certificate issued by MTNL to the Contractor upon completion of all performance tests of the Equipment / works.
- k. **“Site”** means the place(s) other than the Contractor’s premises, to which the stores are to be delivered.

- l. **“Variation orders”** means a written agreement entered between the parties varying the items mentioned in the Schedule of Prices.
- m. **“Works”** means the jobs undertaken by the contractor in order to complete the task falling within the scope of the Contract.
- n. **“Commissioning”** means successful completion of all performance tests on equipment procured.
- o. **“Inspector”** mean officers deputed by MTNL for performing particular jobs/functions relating to testing.

3. Eligibility Conditions for bidders:

- i) The bidder should be an Indian registered Company having Rs.10 lacs of annual turnover in at least two financial years out of three previous financial years 2016-2017, 2017-18 & 2018-19. Annual Reports/ Audited Balance Sheets supporting this should be enclosed with the bid.
- ii) The Bidder should have executed comprehensive maintenance contracts for at least total 50 nos. of Desktop PC, printers, UPS and 10 Nos. of Laptops in one Purchase order or at most in three purchase orders, in Government /Semi-Government / Government undertaking Companies for a minimum period of one year. In support of this, certificates from the customers regarding successful execution of AMC must be enclosed with the bid.
- iii) The Bidder should have at least two qualified & experienced Engineers having diploma/Degree in Computer/Electronics engineering, from a recognized university. Curriculum Vitae along with the supporting documents such as certificate/degree/diploma & experience certificate of the engineers should be submitted as the documentary proof along with the bid.
- iv) The company should have adequate physical infrastructure like in-house Test and Repair Centre in Delhi/NCR to support AMC. The details of available infrastructure & its location must be enclosed along with the bid.

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. BID DOCUMENTS:

- 5.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Documents include the following:

S. No.	TITLE	Section No
1	Notice Inviting Tender (NIT)	Section –I
2	Instructions to bidders	Section –II
3	General Conditions of Contract	Section – III

4	Special Conditions of Contract	Section – IV
5	Schedule of Requirements	Section – V
6	Bid Form	Section –VI
7	Price Schedules	Section – VII
8	Performa for Bid Security	Section– VIII
9	Performa for Performance Bank Guarantee	Section – IX
10	Performa for Additional Bank Guarantee	Section – IX A
11	Letter of Authorisation	Section-X

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 bids which are not substantially responsive to the Bid Documents in every respect may result in rejection of the bid. In respect of interpretation/clarification of each and every clause of this tender and in respect of any matter relating to this tender, the decision of MTNL will be final.

6. CLARIFICATION OF BID DOCUMENTS

6.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest by **08.08.2019**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded on the MTNL's website.

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

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

6.4 MTNL proposes, if, required, to hold a Pre-Bid conference to discuss the queries raised by the prospective bidders. Venue, Date and time of the conference shall be displayed on the website.

6.5 The commercial and technical requirements of the tender are subject to revision depending upon the outcome of Pre-Bid conference. The prospective bidders are required to keep a watch on MTNL' website for any such revision.

7. AMENDMENT TO 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/alter any terms & conditions of the bid documents by amendments as long as they are uniformly applied to all.

7.2 The amendments shall be displayed on website <https://eprocure.gov.in/epublish/app> and these amendments will be binding on all bidders.

7.3 In order to give prospective bidders reasonable time to take the amendments into account while preparing their bids or for any other reason, the Purchaser may, at its discretion, extend the last date / time for the submission of bids suitably.

8. PREPARATION OF BIDS

8.1 LANGUAGE OF BID:

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and MTNL shall not be responsible for any loss/likely loss due to error in translation what so ever. 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)** Documentary evidence established in accordance with clause 3 indicating that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b)** Bid Security furnished in accordance with clause 13.
- c)** A Clause by Clause compliance of the Section-II, Section-III and Section IV of the Tender Document.
- d)** A bid form attached as (Section VI) in this document.
- e)** A copy of price schedule (Section VII) with all relevant tables duly filled indicating the quantity of each item with price column blanked out must be enclosed with the bid.
- f)** Certificates to be submitted in support of eligibility conditions as per Clause 3, Section-II of tender document:-
 - (i)** Certificate should be on the letter head of the issuing Company containing registered office address of the company.
 - (ii)** Certificate should indicate the date of issue.
 - (iii)** Certificate should contain name and designation of the signatory.
 - (iv)** Certificate should contain Contact Telephone Number or Fax Number or e-mail id of the signatory.
 - (v)** Date of commissioning of system and period of operation should be mentioned.
 - (vi)** Certificate issued by Bidder or any other third party shall not be considered.
 - (vii)** Self certificate shall not be considered.
 - (viii)** Press release, website information shall not be considered.

- (ix) All certificates should be valid on the date of submission of the bid.
- (x) No certificate will be considered after date of submission of the bid.

9. BID FORM:

The bidder shall complete the Bid form and the appropriate Price Schedule strictly in the format furnished in the Bid Documents, indicating jobs to be undertaken along with a brief description of the goods, services, quantity and prices as per Section –V & Section –VII.

10. BID PRICES

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

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

- 10.2** The supplier shall quote as per price schedule given in **Section VII** for all the items given in schedule of requirement.
- 10.3** The Basic Unit Price CIF-destination (excluding GST credit eligible amount) quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account. Any change in incidental charges will not alter the basic prices during the contract period. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 10.4** “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule of the bid. Bidders offering discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

In addition to above, in case the discount is not quoted in price schedule separately and discount is provided to the purchaser post supply then the same will be considered as value of supply and accordingly supplier shall raise a credit note to MTNL. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such discount plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.

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

responsibility of the bidder to avail the reduced rate of custom duty as applicable.

(b) The goods may be shipped in the name of MTNL. The vendor shall be responsible for custom clearance, insurance and transportation till the commissioning and handing over of the system to MTNL etc. on behalf of MTNL, including payment of custom duty, insurance, freight and other charges, if any. MTNL will issue necessary letter of authorization, if required, for the purpose of claiming concessional custom duty as per 10.5(a) whenever applicable.

10.6 Changes, if any, requested by the bidders for supply of indigenous items in place of imported items and vice versa, quoted in the bids, may be considered only on the lower of the two rates.

11. DOCUMENTS NEEDED FOR ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

11.1 Pursuant to Clause 3 & 8.2, the bidder shall furnish, as part of the bid, documents establishing the bidder's eligibility to bid, and its financial, technical and production capability to perform the contract. Any subsequent correspondence in this regard shall be treated as post tender offer/clarification and shall not be entertained.

The documents shall comprise of following: -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) Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
- (iv) Approval from Reserve Bank of India /SIA in case of foreign collaboration.
- (v) Latest and valid NSIC Certificate duly certified by NSIC (if applicable)
- (vi) Annual Report and/or a certificate from its bankers as evidence that the bidder has financial capability to perform the contract.
- (vii) Documentary evidence about technical and repair capability necessary to perform the contract.
- (viii) Users' certificates regarding experience in supply and support.

11.2 The bidders shall have a Nodal Centre existing/ proposed to be opened, to facilitate the interaction preferably in Delhi /NCR which shall form part of contractual commitment. The services of the Centre shall be available throughout the period of contract.

11.3 If any document is not submitted by bidder at the time of submission of bid in support of Bidders Eligibility Criteria, evaluation of bids will be based on available documents in the bid and non submission of documents will be treated as non availability of documents.

12 DOCUMENTS FOR ESTABLISHING SERVICES ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS.

12.1 Pursuant to Clause 8.2, the bidder shall furnish as part of his bid, documents establishing the conformity of Bid Documents to all services which the bidder proposes to supply under the contract, by clearly indicating 'complied' or 'not complied'. No ambiguity in compliance should be there in the bids.

12.2 The documentary evidence of the 'services' shall be to the purchaser's satisfaction and the bidder shall state that they will comply with all conditions specified in special conditions of contract and other conditions of this tender.

12.3 The documentary evidence of the services in conformity to the Bidding document may be in the form of literature, drawings and data. It may comprise of:

- a)** Detailed implementation schedule covering all the activities of the work and Bar/PERT chart.
- b)** A clause-by-clause compliance on the purchaser's Specifications and Commercial Conditions demonstrating substantial responsiveness to the 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. In case there is no deviation, "NIL" deviation statement shall be given. A bid without clause-by-clause compliance of the Commercial Conditions (Section III) and Special Conditions (Section IV) shall not be considered. Further, wherever specifications indicate a specific parameter to be met, bidder shall indicate the actual value of the parameter.

13. BID SECURITY

13.1 Pursuant to clause **8.2(b)**, the bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee or Demand Draft/Pay Order/Banker's Cheque issued in favour of 'MTNL' by any Scheduled bank, payable at Delhi/New Delhi for **Rs 10,540/-** (Rs Ten Thousand Five Hundred Forty only). The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", "WITHOUT LIMIT" or "MORE THAN Rs 50 LAKHS", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. (For details of returns/ adjustments/ forfeiting, refer to clause 13.5, 13.6 and 13.7 below).

The MSEs(Micro & Small Enterprises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-

- a)** A proof regarding current registration for the tendered items will have to be attached alongwith the bid.

b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

13.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the forfeiture of the security, pursuant to para 12.7.

13.3 The bid security shall be in the form of a Bank Guarantee as per enclosed format issued by a Scheduled Bank of India in favour of the Purchaser.

13.4 A bid not secured in accordance with Para 12.1 and 12.3 shall not be opened by the Purchaser as it is non-responsive and the bid will be returned unopened.

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

13.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order (APO) satisfactorily pursuant to the **clause 29** and furnishing the performance security.

13.7 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form or

(b) In the case of a successful bidder, if the bidder fails to sign the contract and furnish performance security in accordance with **clause 29 & 30**.

(c) (i) In both the above cases, i.e. 13.7 (a) & (b), the bidder will not be eligible to participate in the MTNL tender for **any item/product** for one year from the date of issue of APO. The bidder will not approach the court against the decision of MTNL in this regard.

(i) Further, if the said bidder is MSE/SSI unit registered with NSIC/MSME bodies, in addition to action as mentioned **under Clause 13.7 (c) (i)** above, such bidder will also be deprived off from exemptions in tender fee, Earnest Money (i.e. Bid Security) and Performance Security Deposit (i.e. Performance Bank Guarantee) for next one year after they become eligible to participate in MTNL Tenders.

14. PERIOD OF VALIDITY OF BIDS

14.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 21.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may request in writing the bidder's unqualified/unequivocal consent for extension(s) to the period of bid validity. The request and the responses there-to shall be made in writing. The

bid security provided under Clause 13 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. The bidder accepting the request and granting extension will not be permitted to modify his bid.

15. FORMAT AND SIGNING OF BID:

- 15.1** The bidder shall prepare Five (4) numbers of copies of the bid, clearly marking one copy as '**Original Bid**' and the remaining Three (3) as '**Copy No.1**', '**Copy No. 2**', & '**Copy No.3**'. In the event of any discrepancy between them the '**Original Bid**' shall govern/prevail.
- 15.2** The original and all copies of the Bid shall be typed or printed, numbered sequentially and shall be signed with date, by the bidder or a person or persons duly authorized to bind the bidder to the contract. An index of various documents and page no., where it is available, shall be given. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. The bid 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 initiated by the person or persons signing the bid with date.

16 PROCEDURE FOR SUBMISSION OF BIDS

All copies of 'Techno-Commercial Bid'/'Financial/Price Bid' should be numbered sequentially and signed by the bidder on each page.

17. SEALING AND MARKING OF BIDS:

- 17.1** The bid should be submitted in two covers. The first cover shall contain the original and four copies of the bid duly marked 'ORIGINAL' & 'COPY'. The second cover shall contain documents establishing bidder's eligibility as per Clause 3 along with Bid Security as per Clause 13. Both the covers should be sealed separately by the personal seal of the bidder.
- 17.2** (a) The envelopes shall be addressed to the purchaser at the following address:
- Sh.Balveer Singh
Dy.General Manager (MM)
MTNL Corporate Office,
Mahanagar Doorsanchar Sadan
Room No.5304, 5th floor,
CGO Complex
New Delhi-110003
- (b) The envelope shall bear (the project name); the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.

(d) Tender may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 17.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

(e) Bids delivered in person on the day of tender opening shall be delivered upto 15:00 Hrs. of **26.08.2019** at the venue (address is given in clause 17.2 (f) below) of the tender opening. The purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of Tender Opening:

Tender will be opened in Room No.5304,5th Floor , MTNL Corporate Office, Mahanagar Door Sanchar Sadan , 9, CGO Complex, New Delhi-110003 at **15:30** Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice boards of Corporate Office MTNL.

17.3 If both the envelopes are not sealed and marked as required at para 17.1 and 17.2, the bid shall be rejected.

18. DEADLINE FOR SUBMISSION OF BIDS:

18.1 Bids must be received by the Purchaser at the address specified under Clause 17.2 not later than 15:00 hrs of **DD.MM.YYYY**.

18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders subject to the previous deadline will thereafter be subject to the deadline as extended.

19. LATE BIDS:

Any bid received by the Purchaser after the prescribed time for submission of the bid as per Clause 18, shall be rejected and returned unopened to the bidder.

20. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

21. BID OPENING:

21.1 The Purchaser will open the Techno-Commercial/Price bids, in the presence of authorised bidder's representatives who choose to attend, at the date and time specified in NIT. The bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder/representative before they are allowed to participate in bid opening. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

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

21.3 The Bidder's name, modifications, bid withdrawal and the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

22. CLARIFICATION OF BIDS:

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

23. PRELIMINARY EVALUATION:

23.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any arithmetical errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

23.1.1. If the sum of components of the unit price adds up to an amount different from the quoted unit price, still the quoted unit price will be taken into account for evaluation. However, lower of the two prices i.e., quoted unit price or sum of the components of unit price shall be considered for ordering.

23.1.2. If the sum of total prices in any table of Section-VII is different than the actual sum, then the higher prices will be considered for evaluation of the bid and lower prices will be considered for ordering purpose.

23.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, their bid shall be rejected.

23.3 Prior to the detailed evaluation pursuant to clause 24, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

23.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

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

23.6 If a firm quotes 'Nil' charges/consideration, the bid shall be treated as non-responsive and will not be considered.

Note: A firm may quote 'NIL' charges for certain item(s) in the break up, but must have a financial consideration at over all bid level.

24. EVALUATION OF BIDS:

24.1 The bids of bidders will be opened in the presence of bidder's representative(s) who choose to attend on the date and time of opening of Bids.

24.2 The bidder's name, bidder's quoted price (net cost to MTNL excluding **GST credit- eligible amount**) for all the items as per Section VII shall be announced at the time of opening of bids.

24.3 Evaluation criteria shall be as follows:

- (i)** Evaluation of the price bids and ranking of the bidders shall be based on the Total cost of AMC of all the items as a package as per SOR (Section V) on the basis of Net cost to MTNL excluding GST Credit-eligible Amount (as per price schedule given in Section-VII).
- (ii)** The final price so evaluated for each bidder shall be ranked in ascending order.
- (iii)** In case the price is not quoted by the bidder in the format specified in Section-VII, then the bid shall be rejected without further evaluation.

25. COMPARISON OF BIDS:

The comparison of short-listed bids shall be made on the basis of Final price as explained in clause 24.3 above.

26. CONTACTING THE PURCHASER:

26.1 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, or at any other time and in the event of its being so established by MTNL, the bidder's tender may be cancelled.

26.2 Any effort by a bidder to modify his bid or influence the Purchaser, in the Purchaser's bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.

27. AWARD OF CONTRACT: PLACEMENT OF ORDER

The Purchaser shall consider placement of order for commercial supplies only on those eligible bidders whose offers has been found technically,

commercially and financially acceptable. **The Purchaser reserves the right to counter offers price(s) against price(s) quoted by any bidder.**

28. AWARD CRITERIA :

Subject to clause 30, the purchaser will award the contract to successful bidder whose bid has been determined to be substantially responsive, technical 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.

29. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD OR PLACING ORDERS:

(a) MTNL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the value of the goods and services contained in the running tender/contract **within a period of twelve months from the date of start of AMC** 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.

(c) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed on the existing vendors **within a period of twelve months from the date of start of AMC** at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

30. PURCHASERS'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 to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

31 NOTIFICATION OF AWARD (ISSUE of APO):

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

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

32 SIGNING OF THE CONTRACT:

32.1 The issue of Purchase order shall constitute the award of contract on the bidder.

32.2 Upon the successful bidder furnishing performance security pursuant to clause 31, the Purchaser shall discharge the bid security in pursuant to clause 12.

33. ANNULMENT OF APO:

Failure of the successful bidder to comply with the requirement of clause 31 above shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security in which event the Purchaser may make the offer to any other bidder at its discretion or call for new bids.

34. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in outright rejection of the bid.**

(i) Clause 17.1 of Section II: The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.

(ii) Clauses 13.1, 13.3 & 14.1 of Section II: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 13.1 & 13.3 and bid validity is less than the period prescribed in Clause 14.1 mentioned above.

(iii) Clause 3 & 11 of Section II: If the eligibility condition as per clause 3 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 11 of section II are not enclosed, the bids will be rejected without further evaluation.

(iv) Clause 12.3 (b) of Section II: If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

(v) Section III Commercial conditions, Section IV Special Conditions of Contract & Section VI Technical Specifications: Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

(vi) Section VII Price Schedule: Prices are not filled in as prescribed in price schedule.

(vii) Section II clause 10.5 on discount which is reproduced below:
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

35. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers

whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

- 36.** Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 37.** The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time. Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MTNL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

- (a)** Members of a Hindu undivided family.
- (b)** They are husband and wife.
- (c)** The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

SECTION - III

GENERAL CONDITIONS OF CONTRACT

1. APPLICATION:

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

2. STANDARDS:

The services done under this contract shall conform to the standards mentioned in the Technical Specifications.

3. PATENT RIGHTS:

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

4. PERFORMANCE SECURITY:

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

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

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

4.3 This Performance Security shall be valid for 30 months and shall be extendable on yearly basis at the time of renewal of the contract.

4.4 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in 'Section IX' of this Bid Document.

4.5 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. **PERIOD OF EXECUTION:**

The equipments have to be maintained for a period of two years initially. This shall be extendable for a further period up to 1 year on same terms and conditions as specified in Clause 27 of Section IV.

6. **SPARES:**

6.1 The Bidder shall maintain all spares inventory.

6.2 The Bidder shall have an adequate capacity of spare stocks as well as adequate tools and test equipment, etc to ensure smooth support and for ensuring the time limits for clearing the critical/major faults.

6.3 Spares, if available with MTNL shall also be made available to the bidders for rectification of faults, if and when required. The list of such spare available with MTNL shall be made available to bidder on request.

6.4 The bidder is required to keep sufficient number of spares, taking into account the obsolescence of components, so as to run the system for its expected life time.

6.5 In case any obsolete hardware, for which the bidder cannot provide maintenance support, is required to be replaced, the bidder shall replace the same by an equivalent or higher hardware, at no additional cost to MTNL.

6.6 The bidder shall prepare the periodic report of Action taken/suggested, and final status of problem. This report shall be sent to **Divisional Engineer (IT)/ Manager (IT), MTNL,CO.**

6.7 A certificate to ensure that these spares shall be sufficient for system maintenance during the agreement period, shall have to be given by the supplier and any additional spares, if required shall be supplied free of cost. MTNL shall have the right to use these spares during contract period and these shall be stored separately at MTNL Corporate office as applicable.

7. **PAYMENT TERMS:**

7.1 For fulfilling the conditions under AMC, the following procedure shall be followed for paying the AMC provider, the charges for the services rendered by the AMC provider under this Agreement.

7.2 MTNL shall not pay any charges in advance. Bills for maintenance contract shall be raised by bidder on quarterly basis to the designated unit of MTNL and shall be paid by MTNL at the end of each quarter, in arrears, after successful execution of the works as per contract terms. The certificate for

proper execution of work shall be given by the Divisional Engineer (IT)CO or the designated unit officer as intimated from time to time.

- 7.3** The **Divisional Engineer (IT),CO** shall issue the necessary certification for satisfactory performance of work within 10 days of completion of each quarter and the payments shall be processed within one month after issuance of such certifications and receipt of invoices from the bidder. All payments shall be made by the Account units concerned based on the report received from **Divisional Engineer (IT)** after deducting penalties if any.
- 7.4** MTNL reserves the right to adjust any over-payment of AMC charges in any quarter, any time during the period of AMC.
- 7.5** Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.
- 7.6** No payment will be made for goods rejected at the site on testing .For goods rejected at the site on testing the credit note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered by issuing an invoice/debit note for the corresponding amount at the risk and cost to the supplier including applicable GST, if any.
- 7.7** Payment of GST/Custom duty shall be released on production of necessary supporting documents i.e. GST/customs invoices etc.If the supplier fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc., the amount pertaining to such Duties/Taxes will not be paid. Tax amount will be payable to the supplier only after supplier declares the details of the invoices in its GSTR-1 and GSTR-3 and the same is reflected in GSTR-2A of MTNL on GSTN portal.
- 7.8** Wherever domestic reverse charge is applicable on MTNL or in case vendor is un-registered under GST Act, vendor shall not charge tax on invoice. It shall be the liability of MTNL to pay tax under reverse charge mechanism.
- 7.9** No payment of GST shall be made to those bidders, who are either not registered for GST or who are registered under Composition Scheme of GST.
- 7.10** If status of a bidder who was initially registered on GST under Composition Scheme at the time of submission of financial bid, subsequently his status changes to normal GST registered vendor any time before delivery of Goods (raising invoice against delivery of Goods), under such circumstance, his unit price will be discounted by the applicable Tax rate as applicable under the composition scheme. In such cases if the vendor furnishes necessary supporting documents regarding GST payment and which is also GST credit eligible amount to MTNL in such cases the GST payment will be reimbursed.
- 7.11** Entire payment of invoice shall be paid by MTNL only after the credit of the GST portion in the invoice is selected in the GSTN portal i.e. the outward return in GSTR 1 is uploaded by the supplier by 10th of the subsequent month and duly reflected in MTNL account on GSTN portal.
- 7.12** TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

8. PRICES:

- 8.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- (b) In the case of revision of non-Creditable Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices. However, no increase shall be permitted.
- (ii) (a) Prices mentioned in Col. 10 of the Price Schedule in **Section-VII** Part-II of the Bid Document once fixed will remain valid during the scheduled delivery period. Increase and decrease of non-Creditable Taxes will not affect the price during this period. The revision of Creditable Taxes (both increase & decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.
- (b) Any increase in taxes and other statutory non Creditable duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The revision of Creditable duties (both increase & decrease) shall be allowed while reimbursing the same in extended delivery period.
- 8.2 (i) Vendors should furnish the correct HSN classification under GST/Customs tariff Head in the Price Schedule. If the credit for Duties and Taxes under CGST Act read with ITC rules is found to be not admissible at any stage subsequently owing to wrong furnishing of HSN/Tariff Head or any other reason, then the vendors will refund such non-admissible amount, if already paid along with penalty and interest, if any charged by the concerned authority.
- (ii) In case the Duties & Taxes which are non- Creditable as per the quotes indicated in the Price Schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CGST Act read with ITC rules, then the supplier is to submit necessary documents in this regard which may enable the purchaser to avail the Input credit provided such credit is still available for the amount so paid as per CGST Act read with ITC rules. However, in case the input Credit is not available for this amount, then the vendors will refund the amount equivalent to such Duties & Taxes if already paid to them
- (iii) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN/Tariff Head from the GST/Customs authority where the HSN/Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST/Customs Tariff notifications.

- (iv) The Unit prices of items for any requirement for add-on orders shall remain firm. The duties/taxes shall be paid as per rates applicable at the time of placement of add-on orders (Both Creditable & Non-Creditable).

9. CHANGE IN ORDERS:

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

- a) The place of services ; or
- b) The services to be provided by the supplier.

9.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of receipt of the change in order.

10. SUB-CONTRACTS:

10.1 The bidder/the supplier can not assign/transfer and sub-contract its interests/obligations under the contract without the prior written permission of the purchaser.

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

11. DELAYS IN THE SUPPLIER'S PERFORMANCE

11.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

11.2 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.

11.3 (a) If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall promptly notify to the Purchaser in writing the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall

evaluate the situation and may at its discretion extend the period of performance of the contract subject to furnishing of additional bank guarantee in the format provided in Section – IX-A, by the supplier @ 5% of the total value of the Purchase Order.

- (b) The vendor has to submit their request for extension along with the required additional BG, undertaking as per Clause 21 Section-III (Fall Clause). The decision regarding extension shall be communicated within two weeks of the receipt of request.
 - (c) The initial validity of Additional Bank Guarantee shall be 1 years. The validity of Bank Guarantee may be extended if required.
 - (d) The additional Bank Guarantee shall be released after three months from the date of completion of supply.
- 11.4** 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.

12. PROGRESS REPORT

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

13. LIQUIDATED DAMAGES:

This Clause of LD will be applicable in case the successful bidder is not able to start the support services within the time frame specified in tender; after acceptance of the Purchase Order.

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the purchaser on account of delay/breach on the part of the supplier.

- 13.1** The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 13.2 below.
- 13.2** While granting extension of delivery period as per **Clause 11**, the liquidated damages shall be levied as follows:
- (a) **(i) For delivery of stores:** Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to

the purchaser shall be entitled to recover Liquidated Damages, for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

(ii) Installation &Commissioning: Should the supplier fail to install and commissioning the project with the stipulated time the purchaser shall be entitled to recover Liquidated Damages, 0.5% of the value of the purchase order for each week of delay or part thereof or a period upto 10(TEN) weeks and thereafter @0.7% of the value of the purchase order for each week of delay or part thereof or another 10(TEN) weeks of delay. In cases where the delay affects installation/commissioning of only a part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.

(iii) Provisions contained in **Clause 13.2(a) (i)** shall not be applicable for durations(periods) which attract L.D. against **Clause 13.2(a) (ii)** above.

- (b)** DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the Executive Director, or any other officer, looking after the work of Executive Director/CGM concerned, in case of tenders floated by Units and by the CMD in case of tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c)** In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d)** Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (e)** The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- (f)** The Liquidated Damages shall be calculated on the all inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes

- (g) If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under **Clause 13.2** above.

13.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

13.4.1 Notwithstanding anything contained in this Agreement or any other agreement between the parties, the Purchaser may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the supplier in its hand in relation to this or any other contract between the parties (which includes purchaser's right to claim such amount against invoices raised by the supplier or Bank Guarantees submitted by the supplier under this Contract or any other contract) or which may become due to the supplier. Any such recovery of Liquidated Damages shall not in any way relieve the supplier from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.

13.4.2 To facilitate recovery of Liquidated Damages from the invoices raised by the supplier, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, interest and penalty, if any.

14. FORCE MAJEURE:

14.1 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 MTNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

14.2 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.

15. TERMINATION FOR DEFAULT:

15.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

a) if the supplier fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 11.

b) if the supplier fails to perform any obligation(s) under the Contract; and

c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

15.2 In the event of Purchaser terminates the contract in whole or in part, pursuant to clause 15.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the supplier and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against his any dues under the contract or any previous contract.

16. TERMINATION FOR INSOLVENCY:

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

17. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

17.1 The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations.

17.2 However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations

fails, then, such disputes or differences, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

- (a)** Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs.20 crores, there shall be three Arbitrators.
- (b)** For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt of India or above.
- (c)** For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel alongwith the letter invoking the Arbitration. The other Party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.
- (d)** For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, alongwith the letter invoking the Arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.
- (e)** The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made thereunder shall be applicable. The Arbitration proceedings shall be held in Delhi/ Mumbai only.
- (f)** In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- (g)** The Arbitration proceedings shall be in English language.
- (h)** The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
- (i)** No person other than the Empaneled Arbitrators of MTNL, shall be appointed as an Arbitrator to adjudicate the dispute.

17.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such

dispute or difference shall be taken up by either party for resolution through AMRCD(Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in **DPE OM No. 4(1)/ 2013-DPE (GM)/ FTS-1835 dated 22-05-2018 , dated 04.07.2018 and dated 11.07.2018.**

18. SET OFF:

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

In case of Set off the claims by purchaser from dues of supplier against any other contract, the Purchaser reserves the right to recover the claims from the Invoices raised by the supplier for which the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, if any.

- 19.** The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned Planning Branches of MTNL (Corporate Office).

20. FALL CLAUSE:

- 20.1** The prices will be governed as per provisions in Clause 8.1 of Section III. Further, if at any time during the contract;

- (a)** It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;

And/Or

- (b)** The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc. and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security and Additional Bank Guarantee.

- 20.2 (a)** The vendor while applying for extension of time for delivery of equipment/ services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/or offered to sell the same or similar equipment/service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”
- (b)** In case undertaking in Clause 20.2 (a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.
- 21.** MTNL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor who has been found to have committed misconduct and also to suspend business dealings pending investigation.

22. GST Invoice:

Tax Invoice terms:

- (a)** All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- (b)** Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- (c)** In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- (d)** It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
- (e)** Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing the credit.
- (f)** MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- (g)** Supplier should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed timelines
- (h)** In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.

- (i) In case of supply of goods, place of supply shall be every such place where goods are delivered. Even in a scenario wherein goods are collected by MTNL from vendor's warehouse/factory gate, the place of delivery shall be the location(s) of MTNL as mentioned in the PO.
- (j) "It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL"

23. GST compliances

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier needs to ensure the following points:
 - (1) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (2) Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.
 - (3) Supplier needs to pay the entire self-assessed tax on timely basis.
 - (4) Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied ,if any would be recovered from the supplier.
 - (5) In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
 - (6) Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.
 - (7) A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then indemnity clause 27 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

24. Tax Indemnity clause

MTNL has the right to recover tax loss suffered by it due to any mis-declaration on invoice by the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.

25. Job work

It may be noted that in case of goods sent to supplier for repair and maintenance qualifies as job work, it shall be supplier's responsibility to send back the goods within prescribed timelines i.e. 1 year for goods held as stock and 3 years for capital goods.

26. Movement of goods

It shall be supplier's (registered under GST) responsibility to issue GST compliant E-way bill for movement of goods by way of supply or otherwise. As per GST law, E-way bill (wherever applicable) along with prescribed documents are to be carried by the person-in-charge of conveyance. In case supplier fails to issue E-way bill (wherever applicable) due to non-compliance or default or due to lack of diligence on his part, it shall indemnify MTNL for the consequential loss suffered by it, if any till the supplies are delivered in good condition.

In case of movement of goods other than by way of supply (for instance return of goods sent by MTNL at supplier's premises for repairs) from supplier's premises to the registered premises of MTNL, Vendor/contractor shall be required to move goods under a GST compliant delivery challan.

- 27.** In case of procurement from unregistered vendor/supplier, the supplier is required to select the transporter who can issue an E-way bill (wherever applicable) as per GST law.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & "**General (Commercial) Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. The Bank guarantee for bid security as prescribed in clauses 13.1 & 13.4 of Section II of the bid document shall be submitted to DGM (MM) before the schedule date and time of submission of the bids. The bank guarantee so submitted shall be as per the format given in **Section VIII** on prescribed judicial paper with stamp of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.
3. In case where the documents of bid security are not submitted in the manner prescribed under clause 2 above, cover containing the commercial, technical and financial offers **SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. The equipments to be brought under Annual Maintenance Contract are as per **Section-V** of this tender document. It is mandatory for the bidders to quote the AMC prices for complete list of items as given in **SECTION-V**, the bidders quoted for partial list of items shall be considered techno commercially non responsive and their bids shall be summarily rejected.
- 5.1 An Engineer of contracted firm should be available throughout the office hours to attend for any kind of problem in respect of the following:
 - a. **Hardware:** Servers, Desktop PC, Laptop, UPS (500 VA to 1 KVA) and Printers[B/W Laser, Colour laser, DeskJet, Dot matrix, & Multifunction printer (Scan +Fax +Copy +Print).
 - b. **Software:** (i) Operating System: Windows/Unix/Linux etc, (ii) Application software MS office, (iii) Internet explorer and other popular browsers, (iv) anti-virus (Norton, Mcafee, Symantec etc.) & Hindi software (Akruti, APS, Unicode etc.)
 - c. **In case on site engineer is unable to rectify the fault for hardware, software or UPS then the bidder shall first arrange for its rectification by deputing an expert engineer at site**
- 5.2 A small service centre to repair the computer & peripherals should be set up in the MTNL, CO premises & adequate spare should also be available.
6. The evaluation criteria for ranking shall be the total AMC charges quoted for all items (inclusive of all taxes /duties etc.) as mentioned in **SECTION –VII**. However MTNL reserves the right to increase /decrease the quantity of the items (mentioned in **SECTION-V / SECTION VII**) for award of AMC.
7. The maintenance engineer should be available from 1000 Hrs to 1745Hrs on all working days of MTNL at the office premises of MTNL at Mahanagar Door Sanchar Sadan,5th floor, 9,CGO Complex, New Delhi -3. The location of office premises may change during AMC period. In case the services are required on holidays/Sunday , no extra remuneration will be given.
8. The AMC shall be awarded to the lowest accepted bidder (L-1) only.

9. The contractor shall truly and faithfully carry on the said job of the comprehensive maintenance of the computer equipments of MTNL awarded under this AMC contract in such proper manner / standard fashion as is done by the service/business houses to the extent possible and to the satisfaction as mentioned in **SECTION-VII**.
10. Date fixed for opening of bids is, if subsequently, declared as holiday by, 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.
11. Systems have to be maintained during the entire period of contract in proper working condition along with:
- a. Regular **Quarterly Preventive Maintenance** (please refer clause 12 below).
 - b. Servicing of the computer hardware and software installed therein.
 - c. Checking with software test programs and
 - d. Removal of fault on calls including removal of any functional disorder of the computer systems such as viruses, corruption of software programs and data etc. thereon taking a certificate from individual user in the **Format for booking / Rectification of fault** as given in **Annexure II**.
 - e. The contractor will be responsible for rectification of problems like virus problems, reloading of corrupt operating system/software's like Windows, MS-Office Anti-virus & Hindi software etc. **during the two years period agreement**.
 - f. A certificate from individual user in the format for satisfactory Maintenance and working during the quarter as given in Annexure I for each quarter should be submitted.
12. **Quarterly Preventive maintenance** is to be carried out during the last month of each quarter. Preventive maintenance will include inspection of each system, scanning for Virus, scanning hard disk for any defects/ problems therein keeping MTNL Corporate office computer systems active and free from any defects/disturbance and also taking appropriate measures /steps on time to set right of the malfunctioning of the Corporate Office computer systems aforesaid. Thereon obtaining a satisfactory working certificate from the user after physical cleaning of the system i.e. PC, Monitor, Printer, Keyboard and other accessories with a blower/ vacuum cleaner as per requirement and wiping the surface of the systems with a good quality cleaning liquid, cloth and brush etc. On no account, equipment or any of its accessories shall be allowed to be taken out of its normal installed location. Only replacement of sub assemblies of the whole unit on a like-by-like or later version basis will be permissible and the replacement of such assemblies should be done with the written approval of maintenance In-charge of MTNL. Before taking up preventive maintenance, the contractor will submit a schedule of preventive maintenance to DE (IT)/Mgr(IT), MTNL, CO.
13. The comprehensive maintenance shall be carried out at following Office / premises of MTNL:
- a. **4th ,5th and 6th floor of Mahanagar Door Sanchar Sadan ,9 CGO Complex, New Delhi -110003**
 - b. **At the residence of senior officers.**
 - c. **At any other place if the office is shifted to that place**

In case the Contractor feels that the equipment cannot be repaired at site then a substitute of the equipment has to be provided, before taking the faulty equipment for repair.

14. The consumable items like Ribbons, CD-ROMs, Cartridges, drums, Cassettes and picture tube of monitor shall not be covered under this contract. **Batteries of all UPS and Laptops are covered under this contract. Repair & replacement of UPS parts are covered in the contract. Repair & replacement of printer parts including printer heads, cartridges carriage holder , belt, Teflon, logic cards, fuser assembly ,adopter and printer heads are covered in the contract.**
15. **Hard Disks** shall be covered under AMC, and in case hard disk goes faulty in any machine the same shall be replaced with Hard Disks of SEAGATE/ SAMSUNG/WD make of the same or higher capacity. Similarly if any motherboard goes faulty it shall be replaced either by a similar motherboard or else with an equivalent Intel **Motherboard**. SMPS and all types of VDUs (Monitors), should be kept in sufficient numbers, as standby are also to be covered under AMC. All the above mention items should be replaced / repaired without any extra cost.
16. The comprehensive maintenance includes diagnosis of faults of computer systems and repair of such faulty parts detected faulty therein i.e. any kind of peripheral's/PC's/UPS faulty assembly/card. . If any faulty part is declared as '**Repair not Possible**' then replacement of it shall be supplied by the Bidder without any extra financial implication to MTNL. The same will be applicable for the LAPTOPS. However "Repair Not Possible" cases arising due to physically *visible* burnt cards/parts will not be covered in this contract. In this regard, the decision of MTNL will be final.
17. The AMC contractor during the Course of attending "On Call Service" or during the course of Preventive Maintenance Service, noticing requirement of any replacement of any parts consequent upon any fault or otherwise, the contractor will replace such parts at the site of equipment. Replacement of parts should be done with the approval of individual user and counter signed by the computer in-charge as designated by DE (IT)/Mgr(IT). Necessary and sufficient inventory of cards have to be kept in order to rectify the fault on time.
18. The contractor will make suitable arrangement to register the complaints at the telephone/fax/email indicated by him. He will make sure that the complaint is attended from 10:00 hrs to 17:45 hrs for every complaint booked. Contractor will issue a complaint number and make entry in complaint-register serially on receiving of the complaint. Performa for the same is enclosed vide Annexure II.
19. All faults reported on or before 12:00 Hrs on a day shall positively be cleared on the same day at the earliest and positively by 17:45 hrs.
20. The fault booked after 1200 Hrs will also be cleared as far as possible on the same day but definitely by 1200 Hrs on the next working day. If the fault cannot be set right as specified in clause no 19 and 20 above, bidder will provide a standby item of equivalent or higher specification. In case the fault cannot be removed at the user premises the contractor will be allowed to take out the faulty unit only after providing the standby system of it.
21. The bidder shall record in the History card (Annexure – III) with individual user whose computer are under AMC and fill whenever any compliant is

rectified and get it signed from the user upon his satisfaction to the fault clearance along with the customer call report.

22. Contractor shall also supply manpower for shifting of PCs, Printers and other peripherals as and when required within the premises of MTNL for all the systems under AMC. Routine cleaning of all the PCs and their accessories has to be carried out once in a month with a good quality cleaning liquid, cloth and brush etc. Routine cleaning of PCs in last month of quarter shall be carried out under the preventive maintenance schedule only as detailed above.
23. Preventive maintenance for UPS shall also be carried out in each quarter with check for **proper battery backup**. Afterwards proper entry has to be made in user history card. The call reports for preventive maintenance shall be submitted along with the bill. Non-performance of preventive maintenance in UPS shall attract similar penalties as levied in case of computers. A certificate from each user in the format as given in Annexure –I for each quarter should be submitted.
24. The maintenance engineer of the AMC bidder will submit a service slip to MTNL in-charge after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, model No, SI No. etc.
25. **Penalty:**
 - a. All faults booked before 12.00 Hrs. on any working day will have to be rectified the same day. Fault booked after 12.00 Hrs. will have to be attended latest by next working day by 12:00 Hrs. In case the firm fails to rectify within the time frame he has to provide a standby identical system on the next working day before 12.00 Hrs. and take parallel action for repairing. If the contractor fails to make the system working by any of the two options penalty of Rs 200/- (Rs. two hundred only) will be imposed per working day per system from the next working day of the booking of the fault. Fault booked will be treated as rectified only if the AMC Contractor gets satisfactory report from the user on the date of rectification. Every weekend the AMC Contractor will have to bring his records of booking and repairs carried out for verification and signature of Mgr (IT), MTNL, CO.

Breakdown period will include only working days.

- b. In case of non-adherence to preventive maintenance schedule, a **penalty of 10%** of the total of AMC charges for concerned quarter for every such failure in a quarterly schedule will be recovered.
- c. In case of fault where no STAND BY is provided and fault persists beyond ONE WEEK or faulty equipment is taken by bidder for repair and not repaired within ONE WEEK, MTNL, shall be at liberty to get the same repaired from outside source and recover the cost from AMC contractor from the pending AMC bill or from performance bank guarantee in addition to other penalties as per clause 25(a).
- d. MTNL at its own discretion may decide on getting technical audit of systems done by successful bidder without any additional cost.

26. Taking over/Handing over of systems:-

- a. All the systems are to be taken over for maintenance by the firm simultaneously with signing of the agreement on "as is where" basis. The AMC contractor may inspect and bring out faulty units which he is not in a position to take over for AMC without repairs. If no such list/information is submitted within 7 working days it will be treated as all the machines have been taken over by him and no separate letter will be issued by him in this regard. In case of major repairs requiring in any machine for which separate charges are to be claimed, the contractor may submit a detailed estimate for approval of the competent authority of within a period of one week from the date of agreement and thereafter all the systems shall be deemed to have been taken over by the bidder satisfactorily and no such claim will be entertained.
 - b. After expiry of the contract all the machines are to be handed over by the outgoing AMC contractor to the computer in-charge or to the new AMC contractor within 3 working days of expiry of contract in working conditions and a certificate to this effect is required to be obtained by the contractor from the concerned officer in-charge of the maintenance and to be produced along with the final claim of the AMC charges. The faults pointed out by new AMC contractor during the inspection before take over of the Computer systems are to be rectified within next one working day by the outgoing AMC contractor, and any further delay in rectification of faults thus pointed out shall make him liable for imposition of penalty as per Tender terms and conditions applicable to outgoing AMC bidder. Failure to handover all the machines after 7 days will attract an additional penalty at the rate of Rs 100 per day per machine not handed over.
 - c. Monthly call reports to be maintained serially for the number of complaints attended on call basis and a report for carrying out monthly routine cleaning of Computer Systems / Accessories and report of quarterly preventive maintenance shall be furnished to the respective in-charge of maintenance for each quarter. The quarterly bills/claims shall not be entertained in case this clause is not followed strictly.
- 27.** The agreement shall be in force for a period of two years initially, which shall be extendable by a further period of one year on same terms and conditions, if decided upon to do so by MTNL, 30 days before the expiring of contract on the terms and conditions of this tender.
- 28.** MTNL reserves the right to increase/decrease the quantity of the item (mentioned in SECTION-V/SECTION-VII) during the period of agreement at the same unit price of individual items finalized in this tender.
- 29.** SDE(IT) MTNL Corporate Office, 5th floor of **Mahanagar Door Sanchar Sadan, 9 CGO Complex, New Delhi -110003** (contact No. 011-24325110, 24327106,) shall be the coordinating officer from MTNL side for all activities relating to AMC.
- 30.** The items offered for AMC can be inspected at Corporate Office by the bidder between 3:00 Pm to 5 PM on any working day by prior appointment with Sr.SDE(IT).

31. Payment shall be released only after production of satisfactory service certificate from all users as per details given below:
- a. Certificate regarding satisfactory maintenance as well as preventive maintenance dully signed by each user as per **Annexure-I** for each quarter
 - b. Photocopy of complaint register as per format in **Annexure-II** for each quarter.
 - c. Copies of customer call report dully signed by user for each quarter
 - d. The comprehensives maintenance charges shall be payable to the contractor by MTNL in four quarterly installments at the end of each quarter if the contractor discharge his obligations satisfactorily.
 - e. All bills for payment etc. presented by the contractor shall be verified and certified by **Sr.SDE (IT) CO** prior to their submission to finance cell for release of payment etc.
 - f. The rates fixed /offered by MTNL for comprehensive maintenance agreement shall remain valid for the period of two years from the date of award of AMC. However the benefit of reduction of taxes/duties shall have to be passed on to MTNL.
32. The contractor shall at its costs and risks depute a competent engineer with his capable assistant to the said location of the MTNL for rendering the aforesaid service more effectively and maintain always a ready stock of spares and other replacement items or to attending the faults and removal as aforesaid.
33. MTNL reserves right of getting the faulty items/equipments attended by any other Agency, if the calls/complaints are not attended within the stipulated period as per the agreement and debit the costs from the next payments due to the contractor.
34. **Breach of Contract & termination**
- 34.1 In case, the MTNL is not satisfied with the performance of contractor in attending the complaints or in case of repeated failure of contractor in attending complaints, MTNL reserve the right to terminate the contract on the risk and cost of AMC firm by giving a notice of 30 days in writing. In such case no payment will be given for the balance period of AMC including periods of unsatisfactory services and/or the performance bank guarantee may be encashed.
- 34.2 In the event of the contractor becoming insolvent or going into liquidation, MTNL shall be entitled to treat such insolvency or liquidation as a breach of contract on selected bidders part from the moment it occurs.
35. It should be ensured by the AMC contractor before installing any software in the PCs that it is a licensed version of the original software. Unauthorized/unlicensed software should not be installed in the PCs.
36. Only one rate should be quoted against each item. Quoting of multiple rates against a single item will tantamount to violation of the tender clauses and the bid will be rejected.
37. MTNL reserve the right to physically verify the sites where the AMC contractor is already doing AMC. The cost for the same shall be beared by the bidder.

38. The AMC contractor must have maintenance facilities in Delhi/NCR. Details of facilities available in Delhi/NCR shall be furnished with the bid in accordance with the eligibility clause.
39. Rates for annual maintenance should be quoted for all the items in **SECTION –VII** and bidders quoting partial rates for selective items will be summarily rejected.
40. Frequent faults of same nature in the same PCs and peripherals, UPSs etc. will be considered as example of inefficient attendance by the AMC contractor and if repeated faults of same nature in the same PC / peripherals/ UPSs are noticed frequently, the contract may be terminated.
41. The AMC Bidder should have his own repair center for repairing of the computer systems, Laser Printers, Inkjet Printers and DOT MATRIX printers. For the repair of special purpose items like scanners, CD Writers, Modems, Cartridge Tape Drives, DAT Drive and switched Ethernet LAN equipments etc. Bidder should have sufficient expertise/ resources and bidder will have to produce a proof of infrastructure and expertise/ resources available for this purpose. may physically verify infrastructure and manpower of the bidder.
42. The total AMC cost should be quoted in the format as given in **SECTION–VII**. Offers are liable to be rejected in case the above-mentioned format is not complied.

Annexure -I

Format for satisfactory Maintenance and working during the quarter...of Year.....

Sl. No.	User Name	Section	Location	Phone no.	Preventive maintenance (servicing of PC/ Printer/ UPS etc) Done (Yes/No)	Scanning of virus done (Yes/No)	Cleaning of the system (PC/ Printer/ UPS etc) with good quality liquid, cloth, brush etc. (Yes / No)	Preventive maintenance of UPS with proper backup done (Yes/No)	Signature of user

Annexure -II

Format for booking /rectification of fault during the quarter.....of Year...

S.N	User Name	Location	Phone no.	Type of fault	Complaint no	Date of booking and time	Date of rectification and time	Rectified (Yes/No)	Remarks

Note : Complaint no should be booked serially starting from 1 tofor each quarter

HISTORY CARD

Name of user				Location			
Designation				Phone no.			
Section				Fax. no.			
PC Details							
Printer Details							
UPS/CVT Details							
Any other details							
S.No.	Type of fault	Complaint no.	Complaint booking date & time	Complaint rectified date & time	User signature	Remarks	

Note : History card will be kept with user only

SECTION – V

SCHEDULE OF REQUIREMENTS

S.No	Item	QUANTITY	MAKE
1	Desktop	179	SIS / ACER/HP / HCL / IBM / DELL
2	Monochrome Printer	116	HP / RICOH / SAMSUNG / PANASONIC / LEXMARK
3	MFP	31	HP / RICOH / PANASONIC
4	UPS	157	ZEBRONICS / ITON/ MICROTEK / SAMTEK/EL NOVA / SAMTEK / SOMAX / COMPAT / BPE / SIS / CYBEX/ETC.
5	Laptop	21	ACER / HCL / SIS / LENOVA / DELL / IBM / HP / Apple

SECTION -VI

BID FORM

Tender No.

Date:

To

DGM (MM)
MAHANAGAR TELEPHONE NIGAM LIMITED,
CORPORATE OFFICE
NEW DELHI.

Dear Sir,

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

Dated this day of 200

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of

witness

Address

Signature

SECTION VII
PRICE SCHEDULE

Sl No.	Item	Qty	AMC Charges per unit per annum	Total AMC Charges per Annum	GST		Price including GST (Rs)	GST Credit Eligible Amount	Net cost to MTNL excluding GST Credit Eligible Amount
					Rate (%)	Amt. (Rs.)			
1	2	3	4	5(=3x4)	6	7(=5*6)	8(=5+7)	9	10(=8-9)
1	Desktop	179							
2	Monochrome Printer	116							
3	MFP	31							
4	UPS	157							
5	Laptop	21							
	G.Total								

Note:

1. In case the bidder is registered under composite scheme then no GST shall be payable. Bidder should make declaration in bid document with regard to being a Composition Dealer under GST and fill the amount as "NIL" in the column "GST Credit Eligible" in column 9. The vendor shall mention in the invoice prominently that it is under composition scheme under GST, ACT 2017.
2. The bidder submitting the offer with concessional Goods and Services Tax (GST), shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to MTNL it shall be included in the price of the goods/services and "NIL" amount be mentioned in the column "GST Credit Eligible" in column 9.

SECTION VIII

BID SECURITY FORM

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

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the Contract, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clauses 13 and 32.2 of section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority.
Name
Signed in Capacity of
Full address of Branch

Tel No. of Branch
Fax No. of Branch

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, MTNL (hereinafter called 'MTNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the MTNL that the MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the _____ day of _____
for _____
(Indicate the name of bank)

SECTION-IX-A

ADDITIONAL BANK GUARANTEE BOND

To

MTNL

1. In consideration of the Competent Authority, MTNL (hereinafter called 'MTNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions **related to extension of Delivery Schedule** contained in the said Agreement, on production of **additional bank guarantee** for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said Contractor(s) of any of the terms or conditions **related to the Delivery Schedule** contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s)' of any of the **Delivery Schedule related** terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement **within the extended delivery schedule**. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We(name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **Delivery Schedule related obligations against the said Agreement** have been fully met or till _____(office/Department) MTNL certifies that the **Delivery Schedule related** terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR(for delivery of goods)/ONE AND HALF YEARS(for turnkey projects) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Dated the _____ day of

for _____
(indicate the name of bank)

Witness:

1.....

2.....

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach DGM (MM), MTNL Corporate Office before date of bid opening)

To

DGM (MM)
MTNL, CO

Sub: Authorization for attending bid opening onin the Tender No.

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

Order of preference	Name	Specimen Signatures
---------------------	------	---------------------

I

II

Alternate
Representative

Signature of bidder /
Officer authorized to sign the bid
documents on behalf of the bidder
(Attested copy of Attorney must be
attached)

Note: _____

1. Maximum of two representatives will be permitted to attend bid opening. In case 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 authorisation as prescribed above is not received.