

TE No. MTNL/Delhi/Repair of Power Module/2020-21/01

**Price: Rs. 590/-
(Inclusive of GST @ 18%)**

MAHANAGAR TELEPHONE NIGAM LIMITED

**(A Government of India Enterprise)
O/o Executive Director, MTNL Delhi
1st Floor, Eastern Court, Janpath
New Delhi**



TENDER DOCUMENT

Rate Contract for repair of Different Make Power Modules

For

Wireless Service Of MTNL Delhi.

Tender No.: TE No. MTNL/Delhi/Repair of Power Module/2020-21/01

Date of Closing: 15.00 hrs. as per date given in online NIT

Date of Opening: 15.00 hrs. on next working day of closing date, as given in online NIT

**O/o AGM (A & Legal) MM
MM Section, 8th Floor, Kidwai Bhawan,
Janpath, New Delhi.
Email ID: agmmmwsmd@gmail.com
Telephone: 011-23719250**

MAHANAGAR TELEPHONE NIGAM LIMITED
O/o Executive Director, MTNL Delhi
1st Floor, Eastern Court, Janpath
New Delhi

To

Ref: TE No. MTNL/Delhi/Repair of Power Module/2020-21/01/

Dear Sir,

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

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Address:---

O/o AGM (A & Legal) MM
MM Section, 8th Floor, Kidwai Bhawan,
Janpath, New Delhi.

Email ID: agmmmwsmd@gmail.com

Telephone: 011-23719250

Covering Letter

Tender shall be submitted through e-tendering on website <https://eprocure.gov.in/eprocure/app>. Your offer complete in all respects as per enclosed documents must be submitted latest by 15:00 hrs on due date. The “Instructions to Bidder” and “General (Commercial) conditions” are applicable for this tender. However the clauses mentioned in the “Special Conditions of Contract” & “Technical Specification” will supersede the “General (Commercial) Conditions”. Tender bids shall be opened on line at 15:00 Hrs. on next day. The representatives of the bidders may attend the bid opening either online after logging on e-procurement portal or at MTNL premises.

**Asstt. Genl. Manager (A & Legal) MM
MM Section, 8th Floor,
Kidwai Bhawan, Janpath, New Delhi.
Email ID: agmmmwsmd@gmail.com
Telephone: 011-23719250**

Annexure-A Check List

Bidders are requested to check that the following documents are submitted with the Techno-commercial bid. This check List should also be submitted (with Yes/ No) with the bid.

Sr. No.	Check Item	Yes/No
1.	Bid is prepared and submitted as per clause no. 14 & 15 of Section-II.	
2.	Cost of tender document or copy of NSIC Certificate / MSME Registration Certificate as per Clause 2, Section-I has been submitted.	
3.	Bid Security Declaration or NSIC Certificate as per Clause 12, Section-II has been submitted	
4.	All the documents as required vide Clause no. 2 of Section II.	
5.	All the required documents as per Clause no. 10 of Section II.	
6.	General POA for authorized signatory should be as required under clause 10 of section-II. (duly notarized)	
7.	Whether Bid Security Declaration is valid for 150 days from date of opening of tender.	
8.	Bid form is filled. See Section VII.	
9.	Price schedule is filled as per format at Section XI.	
10.	Declaration regarding any deviation/ Compliance (clause by clause) certificate is submitted as per annexure B	
11.	Bid validity is 150 days	
12.	Indemnity Bond on Rs. 100/- STAMPED PAPER as per section-X (Duly Notarized)	
13.	Format for Self-Certification regarding local content (LC) as per Section-XVI	

(Sign. Of the bidder with seal)

SECTION – I

NOTICE INVITING TENDER

T.E. No. : MTNL/Delhi/Repair of Power Module/2020-21/01/

On behalf of ED MTNL, Delhi, sealed tenders are invited in two parts (part-A Techno-Commercial and Part-B Financial bid) for rate contract for repair of exicom make power modules. **Part-A i.e. Techno-Commercial bid shall comprise all the documents submitted by the bidders to establish eligibility and which are required as per techno-commercial conditions of the tender document. Part-B i.e. Financial bid however, shall comprise only 'Price Schedule' as per Section-XI of the tender document.**

1. Description:

S. No.	Item	Rating	Quantity (In Nos.)	Average Annual Turnover (In Rs.)
1.	Delta Module	50A	1000	7,95,000/-
2.	Delta Module	25A	100	
3.	ITI	25A	100	
4.	Exicom	50A	50	
5.	Power Plant on site repair	Upto 300A	25	

2. Intending bidders may download the tender document from the website. The cost of tender document may be paid off line in the form of DD/Pay order of Rs.590/- (Rupees Five hundred ninety only) **in favour of 'Account Officer (Cash) MM, MTNL, payable at New Delhi** before scheduled date and time of opening of Bids.

The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation (NSIC) UNDER SINGLE POINT REGISTRATION SCHEME for the tendered items are exempted from payment of tender document Fee on submission of copy of current and valid NSIC certificate. **If the value of procurement is more than their monetary limit, they are not entitled to get free tender document.**

The MSEs (Micro & Small Enterprises) units/bidders registered with MSME for the tendered items are exempted from payment of tender document Fee on submission of copy of current and valid MSME Registration Certificate. **If the value of procurement is more than their monetary limit, they are not entitled to get free tender document.**

The scanned copy of the Demand Draft/ Pay Order for Tender Document Fees or copy of valid NSIC certificate/ valid MSME Registration Certificate (if applicable) shall be enclosed by the bidder in its bid and Demand Draft or copy of valid NSIC certificate/ valid MSME Registration Certificate shall be submitted to AGM (A &

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Legal) MM MTNL, MM Section, 8th Floor, Kidwai Bhawan, Janpath, New Delhi, before scheduled date and time of opening of the bids.

3. Bidder has to sign “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for a period of one year as per declaration at “Section-VIII” in the Tender Document.

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” or” without limit “or “more than Rs.50,00,000/- (Rs. Fifty Lacs)”, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lacs) 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.

The MSEs (Micro & Small Enterprises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security declaration 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 along with bid.
- (b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.

“Bid Security Declaration” / copy of valid NSIC Certificate/ valid MSME Registration Certificate (if applicable) for tendered item shall be submitted before the scheduled date and time of opening of the bid to AGM (A & Legal) MM, 8TH Floor, Kidwai Bhawan, New Delhi-110001 without which the bid shall be rejected summarily.

4. A scanned copy of the “Bid Security Declaration” / valid NSIC Certificate valid MSME Registration Certificate (if applicable) shall be uploaded along with Techno-Commercial bid. NSIC and MSME certificates of tendered item shall be acceptable only.
5. Corrigendum, amendments, clarifications, if any, will be posted at the above website, hence bidder has to go through the above website for the same, before submission of the bid.
6. The techno-commercial bids shall be opened online on the stipulated date & time and in case of the date falling on any holiday or in case of unforeseen contingencies, the bid shall be opened on the next working day at the same time without any further notice. Financial bid of only technically qualified bidders will be opened on a later date based on the scrutiny of the techno-commercial bids. The opening date & time of Financial Bid of eligible bidders shall be intimated on website.
7. MTNL reserves the right to cancel/reject the tender /bid without assigning any reason.

**O/o AGM (A & Legal) MM
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Section -II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) "The Purchaser" means the Mahanagar Telephone Nigam Limited.
- b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- c) "The Supplier" means the individual or firm "supplying the goods/providing services under the contract.
- d) "The Goods" means all the equipment, machinery, and/ or other services, which the supplier is required to supply/provide to the purchaser under the contract.
- e) "The Purchaser Order" means the order placed by the purchaser, after the acceptance of LOI by the purchaser including all attachments and appendices thereto and all documents incorporated by reference there in. It along with the letter of intent and bid documents constitutes the contract.
- f) "The contract price" means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligations.
- g) The "LOI" means the intention of purchaser to place the purchase order on the bidder.
- h) "Validation" is a process through which the equipments/system is tested to ascertain its performance against set standards as per tender specification in MTNL Telecom Network.
- i) **PMI (Preference to Make in India)** :- Minimum Preference in % (of Total Quantity being procured) for Make In India Telecom Products, Services, Works as notified by DoT.
- j) **Local Content (LC)** :- Local contents means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxed) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- k) **Minimum Local content:** The local content requirement of categorize a supplier as Class-I local supplier is minimum 50%. For Class-II local supplier the local content requirement is minimum 20%.
- l) **Class-I local supplier** :- Means a supplier or service provider whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-I local supplier under DPIIT order dated 16th Sep.-2020.
- m) **Class-II local supplier:-** Means a supplier or service provider whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier but less than that prescribed for Class-I local supplier under DPIIT order dated 16th Sep.-2020.
- n) **Non - local supplier:-** Means a supplier or service provider whose goods, services or works offered for procurement, has local content less than that prescribed for Class-II local supplier under DPIIT order dated 16th Sep.-2020.
- o) **Margin of Purchase Preference:-** It is the maximum extent to which the price quoted by a Class-I Local supplier may be above the L-1 price for the purpose of Purchase Preference.

Words, term and expressions not specifically defined herein or in Tender documents shall have the same meaning assigned to them in the Indian, Sale of Services Act, 1930 or the Indian contract Act, 1872 or the General clause Act, 1897 as the case may be. Heads notes are for convenience purpose only and shall not affect the interpretation or construction of any provision hereof/bid documents.

2. ELIGIBILITY OF BIDDERS:

- 2.1 (i) This invitation of the bid is open for all reputed firms engaged in similar type of work as per scope of this tender mentioned under section V & VI.

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- (iii) The participating bidder must have experience of repair of Power Modules/Power Plants for at least **310 Nos.** of Power Modules of any make during last three years **2017-18, 2018-19 & 2019-20**. The bidder will attach copies of PO's /work orders in support of above claim along with satisfactory work completion certificate.
- (iv) The average annual turn over of the bidder should be at least Rs. **7,95,000/- Rupees Seven lakh ninety five thousand only** during any of three audited financial years **2016-17, 2017-18, 2018-19 and 2019-20** supported by audited balance sheets /Annual Reports.

2.2 Preference to Make in India:

- 2.10.1 As notified by Dept. of Telecom through office Memorandum dated 29.08.2018 i.r.o Public Procurement (Preference to Make in India) Order 2017- Identification of Telecom Products, Services or works reg., sufficient local capacity and local competition are available under Telecom Services/Works (Table –A). Accordingly, as per the DPIIT order dated 04th June'2020 and subsequent DPIIT order dated 16th Sep.-2020 **only Class-I local supplier shall be eligible to bid.**
- 2.10.2 The Preference to Make in India (PMI) shall be 100% with required local content of at least 70% for the tendered items i.e. the 100% quantity is reserved for local suppliers who fulfill the PMI (Preference to Make In India) criteria notified by the Govt. of India..
- 2.10.3 The Margin of Purchase Preference shall be 20%, The purchase preference shall be given to only class-I local suppliers, however, class-II local suppliers will not get any purchase preference.
- 2.10.4 The local suppliers, at the time of bidding or solicitation shall be required to indicate % of local content and **provide self-certification in the format given in Section-XVI** that the items offered meets the local content requirement as per DoT notification. They shall also give details of the locations at which local value addition is made.
- 2.10.5 In compliance to Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPITT & DoT notification dated 19.02.2020, any foreign Govt. which is not allowing Indian suppliers to participate and /or compete in procurement of tendered telecom equipment, the bidders from those country(ies) are not allowed to participate in this tender.
- 2.11 **Pursuant to Office Memorandum No 6/18/2019-PPD, Dated 23.07.2020 issued by Dept. of expenditure i.r.o. Insertion of rule 144 (xi) in the General Financial Rule (GFR) 2017, following provisions shall be applicable in this tender:-**
 - 2.11.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the said Memorandum.
 - 2.11.2 'Bidder' including the term tenderer means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - 2.11.3 Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated , established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated. established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity ; or
 - f. . A natural person who is a citizen of such a country ; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - 2.11.4 The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) . who , whether acting alone or together . or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) "Controlling ownership interest" means ownership of or entitlement more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control Page 9 of 139 the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- II. In case of a partnership firm. the beneficial owner is the natural person(s) who , whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of senior managing official ;
- V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership .
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .

2.11.5 In respect of para 2.11.1 to 2.11.4 above, bidders are required to submit a certificate/undertaking in the following format:-

"I.....S/D/O..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that we M/sis not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we, M/s fulfill all requirements in this regard and is eligible to be considered. Copy of valid registration by the Competent Authority is attached herewith (if applicable) . Further, it is to undertake that we M/s will not sub-contract any work to a contractor from such country (ies) unless such contractor is registered with the Competent Authority"

3. 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 of the bidding process.

B. BID DOCUMENTS:

4. Documents Required:

4.1 The services required, bidding procedures and contract terms are prescribed in the bid document. The bid document include,

S.NO.	Title	Section
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Part A : Techno-Commercial Bid			
6	Deviation Sheet	Annexure-B	
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12	Price Schedule	XI	
Part C: (Document required at the time of award of Contract)			
13	Performance Security Form	XII	
14	Performa for Agreement	XII-A	
15	Warranty Certificate	XIII	
16	Instructions for Online Bid Submission	Annexure-C	
17	ECS Form	XV	
18	Format for Self-Certification regarding local content (LC)	XVI	

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

5.0 CLARIFICATION OF BID DOCUMENTS:

5.1 Prospective bidders requiring any clarification on the Bid Documents shall notify the purchaser on line by using e-procurement web site. <https://eprocure.gov.in/eprocure/app> The purchaser shall response in writing to any request for the clarification of the bid documents, which it receives latest within 14 days from the date of issue of NIT. The query (without identifying the source) and clarifications by the purchaser shall be posted on e-procurement website <https://eprocure.gov.in/eprocure/app> for information of all the prospective bidders.

5.2 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 the relevant clauses of the bid documents.

5.3 The clarification, if any, can also be downloaded from the e-tendering website & bidder is expected to see the e-tendering website for clarification before submitting the bid.

5.4 Pre-bid conference, if required, shall be held and the minutes circulated.

6. AMENDMENT TO BID DOCUMENTS

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- 6.1 At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bid document by amendments.
- 6.2 Amendment shall be displayed on e-procurement website <https://eprocure.gov.in/eprocure/app> and these amendments will be binding on the all bidders.
- 6.2.1 In order to give prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS.

7. DOCUMENTS COMPRISING THE BID:

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

- a) Documentary evidence establishing in accordance with clause 2 & 10 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 12.
- c) A clause-by-clause compliance of the goods/services offered as per clause 11.2.
- d) A bid form and price schedule completed in accordance with clauses 8 and 9.
- e) Bidder must have authorization letter from Purchaser in case of supplier.

8. BID FORM:

- 8.1** The bidder shall complete the Bid form given in Section-VII and the appropriate price schedule given in Section-XI in the format furnished in the bid documents, indicating the goods to be supplied, a brief description of the goods, quantity and prices.
- 8.2** Printed terms and conditions enclosed with the Tender Document will be considered as forming part of the bid. In case terms & conditions of the contract applicable to this bid, as specified in the bid documents are not acceptable to bidders, they should clearly specify the deviations.
- 8.3** MTNL shall not accept any deviations in respect of any commercial conditions as laid down in the bid documents normally. However, the bidder shall give a statement of deviations to the provisions of the technical specifications and commercial conditions, if there are any deviations.

9. BID PRICES

- 9.1 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

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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.

- 9.2 The supplier shall quote as per price schedule given in Section XI for all the items given in schedule of requirement.
- 9.3 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.
- 9.4 “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.

- 9.5 **(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 9.5(a) whenever applicable.

- 9.6 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.

10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION:

- 10.1 The bidder shall furnish, as part of his bid documents establishing the bidder’s eligibility, the following documents or which ever is required as per terms and conditions of bid documents.
- i) Certificate of incorporation.
- ii) Articles or Memorandum of Association or Consortium Partners Agreement, partnership deed or proprietorship deed as the case may be.
- iii) Approval from Reserve Bank of India/SIA, in case of foreign collaboration.

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- iv) Latest and valid NSIC certificate duly certified by NSIC if applicable.
- v) Bid Security Declaration as per Section-VIII
- vi) ISO Certificate (if available).
- vii. Duly notarized general power of Attorney (on non judicial stamp paper of worth Rs. 100/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested.**
- viii. Deviation Sheet (UNDERTAKING & DECLARATION)/ Compliance (clause by clause) certificate is submitted as per annexure B.
- ix. Documents as per Eligibility Criteria given in Clause no.2 of Section-II.
- x. Valid PAN.
- xi. Bid Form and Form-A as per Section-VII
- xii. Indemnity Bond on Rs. 100/- Stamped paper as per Section-X
- xiii. Format for Self-Certification regarding local content (LC) as per Section-XVI
- xiv. Valid Goods and Services Tax Identification Number (GSTIN). If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document. In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification Number (GSTIN) of all the states where from the supplies are planned to be made should be provided.
- xv. A self-declaration along with the evidence that the bidder is not black listed by GST or erstwhile indirect tax authorities.
- xvi. In case the supplier gets black-listed during the tenure of MTNL contract, then in such cases the vendor will indemnity to MTNL for any loss of eligible GST credit as quoted in the bid. Further in such cases MTNL reserve the right to revise the unit price in such a manner that total cost to MTNL post GST creditable amount remain the same after taking into account the loss of GST eligible credit amount.
- xvii. In case the bidder is registered under composite scheme, then bidder has to submit declaration to this effect along with bid document. After submission of bid, if bidder either become ineligible for composition scheme (Business turnover cross the Rs 75 lakhs annual limit) or voluntarily opt out of composition scheme then he should submit such declaration to MTNL immediately on occurrence of this event along with proof of approval from GST authorities in this regard.
- xviii. Documents/ Undertaking in support of meeting the various technical requirements as per **Section-VI** of the tender document, wherever applicable.
- xix. Declaration Regarding Black Listing as per Annexure-G.
- xx.** Pursuant to Department of Promotion of Industry and Internal Trade (DPIIT) orders as on date of bid opening, Subsequent guidelines/directives issued by Department Of Telecommunications (DOT) and latest update/order on the date of opening of bids shall

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also be applicable on the participated firms. The firm shall **provide self-certification in the format given in Section-XVI.**

- 10.2 (i) The bidder shall furnish annual report / audited balance sheet as evidence that he has financial capability to perform the contract as per clause no. 2(iii) of section-II.
- (ii)The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the purchaser to assess the proven ness of the system/goods offered, the bidder shall provide documentary evidence regarding the system/goods being offered by him.
- 10.4 The documents which falls under minor infirmity & does not affect the relative ranking or substantive responsiveness of the bidders shall be identified by TEC and called from the bidders.

11. DOCUMENTS ESTABLISHING SERVICES CONFORMITY TO BID DOCUMENTS:

- 11.1 Pursuant to clause 7 above, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all services, which he proposes to supply under the contract.
- 11.2 The documentary evidence of the services conformity to the bid document may be in the form of literature, drawings, data and he shall furnish.
- a) A detailed description of the Services, essential technical and performance characteristics.
- b) A clause-by-clause compliance on the purchaser's technical specifications (section-VI), special conditions (section-IV), Instructions to bidders (section-II) and commercial conditions (section-III) demonstrating substantial responsiveness to the technical specifications and commercial conditions should be submitted with the bid as per Annexure-B. In case of deviations, a statement of deviations and exceptions to the provision of the technical specification and commercial condition shall be furnished by the bidder(s) as per Annexure-B. A bid without clause-by-clause compliance of the technical specification (Section-VI), Instructions to bidders (section-II), commercial conditions (Section-III) and special conditions (Section-IV) as per above shall not be considered.
- 11.3 For purposes of compliance to be furnished, pursuant to clause 11.2 (b) above, the bidder shall note that the standards for workmanship, service, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only not restrictive.

12. BID SECURITY DECLARATION

- 12.1 In lieu of Bid Security / EMD, bidders (other than MSE / SSI unit registered with NSIC / MSME bodies) are required to submit "**Bid Security Declaration**" along with their bid in the format given in **Section-VIII.**
- 12.2 The Bid Security **Declaration** is required to protect the purchaser against the risk of bidder's conduct, which would warrant the action as per **Section-VIII.**
- 12.3** The bid security declaration shall be in the form of **Section-VIII.** valid for a period of 150 days from the date of tender opening.

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- 12.4** The bid not secured in accordance with para 12.1 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 12.5** If the bidder fails to comply with the conditions of bid security declaration as per **Section-VIII**, they will not be eligible to participate in the MTNL tender for any item / product for one year from the date of issue of APO/LOI. The bidder will not approach the court against the decision of MTNL in this regard.
- 12.6** Further , if the said bidder is MSE/SSI unit registered with NSIC/MSME bodies, in addition to action as mentioned under para 12.5 above , such bidder will also be deprived of from exemption from tender fee, and Performance Security (PBG) for next one year after they become eligible to participate in MTNL tenders.

13. PERIOD OF VALIDITY OF BIDS.

- 13.1 Bids shall remain valid for 150 days from the date of bid opening prescribed by the purchaser, pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMATS AND SIGNING OF BID

The bid shall be typed or printed, numbered sequentially and digitally signed 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. **The copy of power-of-attorney shall be enclosed along with the bid and original power of attorney shall be submitted along with Bid Security to AGM (A & Legal) MM, MM Section, 8th Floor, Kidwai Bhawan, Janpath, New Delhi.**

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

- 15.1 Bids along with documents as indicated in clause 7 shall be digitally submitted in the format prescribed by MTNL. The Supporting documents shall be suitably mapped along with the format.
- 15.2 **Tender Opening:** Tender will be opened online by the designated tender opening committee of MTNL on the schedule date and time of opening of the bids. The representative of the bidders may attend the bid opening either online after Logging on to the website <https://eprocure.gov.in/eprocure/app> or at MTNL premises.

16. SUBMISSION OF BIDS:

- 16.1 Bids must be received by the purchaser not later than the date and time specified in NIT.
- 16.2 The purchaser may at his 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 previously subject to the deadline will thereafter be subject to the deadline as extended.

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16.3 The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternated offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

9. LATE BIDS:

E-Tendering system is date and time locked. The system will not accept any bid after the scheduled date and time of submission of the bids.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

18.3 **In case of withdrawal of bid after deadline for submission of bid, the bidder shall be debarred from participation in MTNL's future tender for the said item for next two years in addition to forfeiture of EMD. The bidder will not approach the court against the decision of MTNL in this regard.**

E. BID OPENING AND EVALUATION:

19. OPENING OF BIDS BY PURCHASER:

19.1 The purchaser shall open bids on due date & time as per NIT. The bidders representative (Maximum two) who choose to be physical present at MTNL premises shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

19.2 If the date fixed for opening of bids, is subsequently declared as holiday by MTNL, 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.

20. 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 online. However, no post bid clarification at the initiative of the bidders shall be entertained.

21. PRELIMINARY EVALUATION:

21.1 The 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.

21.1.1 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.

21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and

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quantity, the unit price shall prevail and 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, its bid will be rejected.**

- 21.3 Prior to the detailed evaluation, pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the bid documents 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.
- 21.4 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.
- 21.5 The purchaser may waive any minor infirmity or non-conformity or Irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. The documents which falls under minor infirmity & does not affect the relative ranking or substantive responsiveness of the bidders shall be identified by TEC and called from the bidders.
- 21.6 "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.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

The evaluation and comparison of responsive bids shall be done on the basis of Net cost to MTNL excluding GST Credit-eligible Amount (Total cost in Col. 12 as given in price schedule of Section-XI of the bid document).

23. CONTACTING THE PURCHASER:

- 23.1 Subject to clause 20, 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.
- 23.2 **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 shall result in the rejection of the bid.**

F AWARD OF CONTRACT:

24.0 PLACEMENT OF ORDER:

- 24.1 The purchaser shall consider placement of order for commercial services on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been validated by the purchaser or its authorized agency/agencies.
- 24.2 The Preference to Make in India (PMI) shall be 100% with required local content of at least 70% for the tendered items i.e. the 100% quantity is reserved for class-I local suppliers who fulfill the PMI (Preference to Make In India) criteria notified by the Govt. of India/DoT.
- 24.3 Among all qualified bids, the lowest bid will be termed as L-1 and the contract for full quantity will be awarded to L-1.
- 24.4 Further, MTNL reserves the right to negotiate the price against price(s) quoted by L1 bidder prior to award of contract/Purchase Order.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

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- (a) MTNL will have the right to increase or decrease up to 25% of the value of the 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 situations 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 goods and services contained in the running tender/contract within a period of 12 months from the date of WO 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 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. (with the approval of Board).

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

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

27 ISSUE OF ADVANCE WORK ORDER:

- 27.1 The issue of an advance purchase order shall constitute the intension of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within **14 days** of issue of the AWO give his acceptance along with performance security in conformity with the Section-XII of the bid documents.

28 SIGNING OF CONTRACT:

- 28.1 The issue of purchase order shall constitute the award of contract on the bidder.
- 28.2** Upon the successful bidder furnishing performance security pursuant to Clause-27, the purchaser shall discharge the bid security in pursuant to Clause-12.

29 ANNULMENT OF AWARD:

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

30 QUALITY ASSURANCE REQUIREMENTS:

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

- A Quality Policy.

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- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of quality.
- Configuration management and change control mechanism.
- A quality plan for the services
- Periodical internal quality audits.

31. Summary rejection of Bids

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

- (i) **Clause 15.1 of Section II:** The bids will be recorded/ returned unopened if covers are not properly sealed with 'OFFICIAL SEAL/STAMP' of the bidder.
- (ii) **Clauses 12 & 13.1 of Section II:** The bids will be rejected at opening stage if Bid Security declaration is not submitted as per Clauses 12 & Section-VIII and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (iii) **Clause 2 of Section II:** If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 2 of section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) **Clause 11.2 (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 XI Price Schedule:** Prices are not filled in as prescribed in price schedule.
- (vii) **Section II clause 9.4 on discount of which relevant part 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".
- (viii) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31(i), 31(ii) of Section II and clause 2 (ii) of Section IV though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition, if any.

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Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to the competent authority (ED for Units and Director (Tech.) in Corporate Office) as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of W.O. against the instant tender.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment/services in time. Further, the suppliers whose equipment// services 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.
33. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
34. 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 Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorized signatory of the bid may also sign this certificate. Due to any breach of 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:

- i. Members of a Hindu undivided family.
- ii. They are husband and wife.
- iii. 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 as per section-X.

- 35 Bidders are hereby cautioned that any attempt for cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black listing or debarring these bidders besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

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36. Different firms or companies having any common partner(s) / Director(s) or one firm being subsidiary or holding company of the other are not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.
37. In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.
38. Genuineness of the papers is the responsibility of the bidder, if at any stage it is found that the papers submitted by the bidder are not in order, the bid or work order/purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder will be taken.
39. If any fraud, misappropriation of funds/stores is detected on part of the bidder at any stage, the bid or work order/Purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder will be taken.

Section-III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The general conditions shall apply in all contracts, made by the purchaser for the procurement of goods.

2. STANDARDS:

Services supplied 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 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 **3%** of the contractual value mentioned in Advance Work Order within 14 days from the date of issue of Advance Work Order by the purchaser. 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.
- 4.2 The suppliers (Small Scale Units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME may claim for exemption from payment of Performance security up to the amount equal to their monetary limit. In case of suppliers having monetary limit as "NO LIMIT", 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. The NSIC enlistment certificate, which is not renewed within 2 years before the date of opening of the tender is not considered as a valid certificate and the firm is not exempted from furnishing the Performance Security.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee/Demand Draft issued by a scheduled Bank and in the Performa (applicable in case of PBG) provided in 'Section XII' of this Bid Document.
- 4.4 The performance bank guarantee shall be for a period of **two years** and shall be renewed if contract period is renewed.
- 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. INDEMNIFICATION

- 5.1 The vendor shall be liable to MTNL and shall indemnify and hold harmless MTNL from claims and suits for third parties brought in contract or tort for

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Claims arising from the Supplier's performance or non-performance of the Obligations of the Agreement. For such claims the Vendor shall fully indemnify MTNL for all its legal costs.

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

5.3 The Vendor shall be liable for any loss or damage to MTNL property and shall indemnify and hold harmless MTNL from any liability arising from the use of the provided solutions/products.

6. EXECUTION OF TIME LIMIT:

The time period as stipulated in the contract or LOI/PO/Work Order shall be deemed to be the essence of the contract.

7. INSPECTIONS AND TESTS:

7.1 The purchaser or his representative shall have the right to inspect and test the services for their conformity to the specifications.

7.2 Notwithstanding the pre-supply test & inspection prescribed in clause 7.1 above. The equipment & accessories on receipt at purchasers premises shall also be tested during & after installation (before takeover) and if any equipment or part there of is found defective, the same shall be replaced at the supplier's cost.

7.3 If any goods/Services or any part thereof, fails to fulfill the requirements of the contract, the inspector shall give the contractor/supplier notice setting forth details of such failure and the supplier, shall make the defective goods/Services, or alter the same to make it comply with the requirements of the contract forth with. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within the stipulated time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of the services as the case may be, which fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

7.4 Nothing in clause 7 shall release the supplier from any warranty or other obligations under this contract.

7.5 Inspection and testing shall be as per provisions in the General Specifications.

7.6 Inspecting authority shall be prescribed in the LOI/PO.

8. PAYMENT TERMS: -

8.1 **The payment will be made to the Contractor as per Clause 8.2 and the contractor should submit his pre-receipted bills in the office of GM (BSS) HQ for payment in duplicate along with work satisfactory completion certificate issued by area SDE**

and counter signed by controlling officer. The details of the following are also submitted with invoices for release of payment.

- i) Serial number and date wise record of faulty power plant collected and repaired duly verified and signed by area SDE.
 - ii) Work satisfactory completion certificate issued by area SDE and counter signed by controlling officer.
- 8.2
- i) The 90% payment shall be released after submission of bills along with satisfactory work completion certificate issued by SDE BSS of that area along with the serial number wise list of repaired modules,. The payment can be claimed after repair of each 50 Power plant modules. For last bill the number of modules can be less than 50.
 - ii) Remaining 10% of the payment can be claimed after 6 months of repair by submitting satisfactory report from SDE BSS of that area and counter signed by controlling officer.
- 8.3 No payment shall be made for the unsatisfactory service during the contract period
- 8.4
- (i) **Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.**
 - (ii) **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.**
 - (iii) **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.**
 - (iv) **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.**
 - (v) **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.**
 - (vi) **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.**
 - (vii) **TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be)**

9. WARRANTY:

- 9.1** The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty. This warranty shall survive inspection or payment for acceptance of goods, but shall expire except in respect of complaints notified prior to such date or 6 (Six) months after the stores have been taken over.
- 9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned period of **6 (Six) months** or minimum guarantee period of the supplied material, whichever may be later. If any defect is not remedied within a reasonable time the purchaser may proceed to the work at the contractor's risk and expenses, but without prejudice to may other rights which the purchaser may have against the contract in respect of such defects.
- 9.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

10.1 GST Compliance

- (i) Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required and Amount of Input tax Credit to be availed by MTNL. Duties, taxes & Cess for which the firm has to furnish GST Compliant invoices as per GST Law is to be indicated separately in the Price Schedule.
- (ii) The bidder who submits 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 should be included in the price of the goods/services.
- (iii) In case, bidder is registered under compounding scheme or any rule/notification where MTNL is not eligible for input tax credit then the bidder should not disclose any amount GST components (CGST, SGST, and IGST) and Amount of Input tax Credit to be availed by MTNL.
- (iv) Bidder must mandatorily mention HSN & SAC numbers
- (v) The amount is to be mentioned in Figures as well as words. In case of variation, the value in words shall prevail.
- (vi) Declaration by Bidder

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- a. We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date”.
 - b. We hereby certify that HSN/ SAC are correct & credits of GST for the amount are admissible as per GST Laws.
- (vii) The bidder must pass on the benefit on account of any future reduction in the rate of tax or the benefit of input Tax Credit to MTNL by way of commensurate reduction in price.
- (viii) TDS/TCS under both Direct Tax Law and GST Law shall be deducted at the prescribed rate.

10.2 GST Invoice:

- i. All the details of bidder (name, address, GSTIN/ unregistered bidder, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- ii. Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in GST compliant format and within the time prescribed under GST law.
- iii. In case of any deficient/incomplete/rejected supply, MTNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment. Credit Note as per GST Law to be issued by the bidder to MTNL immediately on receipt of intimation from MTNL and also within the time limit prescribed under GST law for any excess charging of taxable value or tax charged or in case the goods or services supplied are found to be deficient.
- iv. It would be the responsibility of the bidder to declare correct information on invoice and GSTIN 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 bidder, the same would be recovered by MTNL along with interest & penalty as applicable under GST law from the bidder.
- v. Registered location of the both the parties i.e. MTNL and bidder should be mentioned in the agreement with GSTIN No. Further, bidder should raise invoices at the registered premise of MTNL where goods/ services are delivered/consumed for availing of credit and ensure that the place of supply as per GST law is same as registered premise of MTNL.
- vi. MTNL could at any time instruct the bidder to raise its invoices at a particular location of MTNL
- vii. It is the responsibility of the bidder to ensure that place of supply and the GSTIN of MTNL is in the same state. If for any reason they are not in the same state, the bidder shall intimate to MTNL and give adequate time before raising of the invoice.
- viii. Bidder shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable MTNL to claim tax benefit on or before the stipulated time period provided by the GST law.

TE No. MTNL/Delhi/Repair of Power Module/2020-21/01

- ix. It is the responsibility of the bidder to ensure that outward supply return (GSTR-1) would be filed correctly. If not, the loss caused to MTNL for disallowance of ITC due to such lapse would be borne by the bidder.
- x. Reporting of correct outward supply by bidder in the outward return (GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify MTNL of the loss of credit due to mis-match. The compliances to be adhered by bidder includes (but is not limited to) the following:
 - (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by bidder for capturing information on the invoice.
 - (iii) Bidder needs to pay the entire self-assessed tax on timely basis.
 - (iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder 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 invoice details on GSTN is to be submitted by bidder. Such changes w.r.t. the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder. In case of mismatch because of Bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify MTNL for the losses of credit and interest paid due to mismatch.
 - (v) Bidder to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the bidder would be recovered from the bidder.
 - (vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case bidder gets black listed during the tenure of MTNL contract, then bidder must indemnify MTNL the loss of input tax credit along with interest & penalty levied by GST authority, if any, borne by MTNL due to default of bidder.
- xi. Bidder has to ensure visibility of the invoice in GSTR 2A of the respective MTNL State / UT for release of the GST amount in the Bill/ Invoice.
- xii. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- xiii. It shall be the responsibility of the bidder to mention the correct state/ UT of place of supply of goods/services in the invoice issued to MTNL.

11. CHANGE ORDERS:

- 11.1 The purchaser may, at any time, by a written order given to the supplier, make change within the general scope of the contract in any one of more of the following Specifications, where goods to be supplied under the contract are to be specifically provided for the purchaser;
- 11.2 The place of delivery, or
- 11.3 The services to be provided by the supplier.

11.4 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 receipt of the change in order.

12. SUB-CONTRACTS:

12.1 The bidder/the supplier cannot assign/transfer and sub-contract its interests/obligations under the contract.

13. DELAYS IN THE SUPPLIER'S PERFORMANCE:

13.1 Delivery of the services and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its LOI/Work Order/PO.

13.2 Delay by the supplier in the performance of its service obligations shall render the supplier liable to any or all of the following sanctions; forfeiture of its performance security, imposition of penalty and/ or termination of the contract for default. The purchaser does not bind himself to accept lowest or any other tender. 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 ground for the purchaser's action.

14. Penalty /LD charges:

14.1 Penalty will be imposed on the vendor @ Rs. 500/- per day per Power Module after seven days with a cap of **25%** of annual PO value with condition that sufficient and satisfactory services is given by vendor otherwise it may exceed upto the PO value.

14.2 Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

15 DEFECTS: The tenderer shall indemnify MTNL and keep MTNL indemnified against any loss, damages and other costs that MTNL may be put into or incurred by reason of any error or any defect in goods/services.

16. Fall Clause

16.1 The prices will be governed as per provisions in Clause 10 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.

- 16.2** (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 16.2 (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.

17. TERMINATION FOR DEFAULT:

- 17.1** The purchaser may, without prejudice to any other remedy for breach of contract by written notice of default, sent to the contractor, terminate this contract in whole or in part:
- a) If the contractor fails to deliver any or all of the services within the time period specified in the contract, or any extensions thereof granted by the purchaser pursuant clause 12.
- b) If the contractor fails to perform any obligation (s) under the contract,
- c) If the contractor, in either of the circumstances, does not remedy his failure within a period of 30 days (or such long period as the purchaser may authorized in writing) after receipt of the default from the purchaser.
- 17.2 In the event the purchaser terminates the contract in whole or in part, pursuant to para 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, services 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 its other rights under law or the contract provided elsewhere, purchase the balance quantity of the services at 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.
- 17.3 Quality assurance conducting agency while clearing the services will strictly adhere to the package discipline as described in work order services made in full, as per purchase order, of all the packages during work order period only will be deemed to have been supplied within the scheduled delivery period.

- 17.4 Firms registered with NSIC etc shall note that in case they fail to commence the services within the stipulated time period or extended period as the case may be, their performance will be noted in the performance register of MTNL and also shall be notified to NSIC besides taking recourse to other circle & units and other rights and also other punitive measures.

18. 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.

19. DISPUTE RESOLUTION MECHANISM/ARBITRATION, APPLICABLE LAW AND JURISDICTION:

- 19.1 The parties shall Endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, If, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, in that event, such disputes or differences, whatsoever arising between the parties in respect of this Agreement/contract shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:
- (a) For this purpose the Purchaser/MTNL shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.
 - (b) The dispute/Claim less than 20 crores shall be referred to the sole arbitrator for adjudication. Beyond the claim limit of Rs.20 crores, there shall be three Arbitrators.
 - (c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a name of three Arbitrators from the aforesaid Panel along with the letter invoking the Arbitration. The other Party shall convey its consent for the one name as an Arbitrator out of three names within 15 days of receipt of such request.
 - (d) For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party shall **also** convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.
 - (e) **Thereafter, the appointment order of the sole arbitrator/panel of three Arbitrators will be issued by ED, MTNL Delhi, or any other officer on his behalf. In case, the office of ED, MTNL Delhi, becomes non-existent due to restructuring or any other reason whatsoever, the officer who shall look after the works of ED shall issue the appointment order.**

- (f) **Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi only.**
- (g) In the event of such an Arbitrator, to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- (h) No person other than the Impaneled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute
- (i) The Arbitration proceedings shall be in English language.
- (j) The law of land as promulgated/modified /amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi.

19.2 ARBITRATION CLAUSE- FOR COMMERCIAL CONTRACTS BETWEEN CPSEs AND GOVERNMENT DEPARTMENTS/ORGANISATIONS.

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

19.3. The contract shall be governed by Indian Laws and the court at Delhi will have Jurisdiction to entertain any dispute or claim arising out of contract.

20. SUBJECT LAWS & JURISDICTION:

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

21. THE WORK ORDER WHEN ISSUED TO THE SUCCESSFUL BIDDER CONSTITUTE THE CONTRACT.

The work order when issued to the successful bidder constitutes the contract with collateral support from NIT terms and conditions as well as formal agreement on stamped paper affixed with non judicial stamps, all of which finally form the contractual obligations to be adhered to, be performed by the bidder and the non performance of any or all of such obligations make the contractor liable for consequential effects.

22 PROTECTIVE CLAUSE:

MTNL, New Delhi reserves the right to disqualify such bidders who have a record of not meeting the contractual obligation against contracts entered into with MTNL.

- 23. i)** Purchaser has the power to alter the time of submission of the bids and opening of the bids at his discretion.
- ii) Purchaser has got the power to modify, alter any terms & conditions as long as they are uniformly applied to all.
- iii) Negotiations shall be carried out with L-1 bidder only, if necessary, based on merits and circumstances.

24. DISQUALIFICATION:

- 24.1 No vendor is permitted to offer his quote against this tender, if any person responsible for award and execution of contractor or if any of his near relatives is/are posted/working as Account Officer/Sub. Divisional engineer or as any other office in any rank above these two, and is an incumbent of any office which is responsible for the award and execution of this contract which would cause an unfair bias in favour of the vendor. The term near relatives means wife, husband, parents, grandparents, children, brothers, sisters, uncles and cousins.
- 24.2 After the award, the contractor shall intimate the names of the persons who are working with him or subsequently employed by him and who are near relatives to any group B or any other officer in the office responsible for award and execution of this work on this tender. The term near relative means same as explained in the preceding paragraph.
- 24.3 The awarded work shall be cancelled if any of the above conditions is violated and for consequential losses if any, to the successful vendor, the MTNL is not responsible.

25. Contract period

- 25.1 The Contract shall be valid for one year from the date of issue of Work Order by GM (BSS) unit.**
- 25.2** MTNL, Delhi reserves the right to extend the contract for a further period of **One Year** on mutual consent of both the parties at the same terms and conditions, from the expiry date of the Contract.

SECTION-IV

Special conditions of contract:

Tender No: MTNL/Delhi/Repair of Power Module/2020-21/01/

1 Scope of Work:

The requirement is for repair of Delta, ITI & Exicom make Power Modules and repair of Power Plant on site.

2. Special Conditions shall supplement various instructions/commercial/Technical conditions and specifications for goods/services as contained in bid documents. In case of any contradiction, the provisions herein shall prevail.
3. In case at any stage, if it is found that the document in support of qualification to tender conditions is forged or tempered with or manipulated to take undue advantage, then the concerned bidder shall be liable for forfeiture of bid security or Performance security and/or debarring/blacklisting from participation in any of the tenders of MTNL for at least one year.
4. Purchaser reserves the right to visit the vendor premises to ensure the capability of the vendor to meet demand of MTNL before or after the award of work.
5. The contract will be valid for a period of one year
6. The bidder shall bid for 100% quantity otherwise bid shall not be evaluated.
7. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
8. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
9. The purchaser reserves the rights to offer counter offer price(s) against the price(s) quoted by any bidder.
10. Penalty will be imposed on the vendor @ Rs. 500/- per day per Power Module after seven days with a cap of **25%** of annual PO value with condition that sufficient and satisfactory services is given by vendor otherwise it may exceed upto the PO value.
11. Vendors repair centre should be Delhi Based so that services can be expedited in emergency.

Section V

Tender Enquiry No. MTNL/Delhi/Repair of Power Module/2020-21/01/

SCHEDULE OF REQUIREMENTS

1. **Scope of Work: MTNL is a licensed mobile service provider in Delhi and NCR area. Presently MTNL is having around 700 BTS locations divided in following different zones of the licensed area. South Delhi, West Delhi, North Delhi, Central Delhi an TY area. To repair faulty power modules installed at MTNL Mobile tower locations and also to attend power plant faults (control panel, backplane, individual slot etc) at site.**

2.

S. No.	Item	Rating	Quantity (In Nos.)
1.	Delta Module	50A	1000
2.	Delta Module	25A	100
3.	ITI	25A	100
4.	Exicom	50A	50
5.	Power Plant on site repair	Upto 300A	25

The quantity of the faulty modules and power plants indicated in the bid is tentative and can increase or decrease by 25%.

3. **Place of delivery & Delivery Schedule: Hand Over of faulty Modules & delivery of repaired Power Modules will be accepted at GSM Store, Janakpuri, New Delhi. Delivery of repaired Power Modules should be within seven days of handover of faulty power modules.**

4 **Inspection Authority: Work done satisfactory certificate issued by BSS (Units) on monthly basis at the time of release of payment will be sufficient.**

5. **Contract Period : The contract period will be One year**

6. **Paying Authority: Accounts officer (Cash) MS, 6th Floor, Kidwai Bhawan, New Delhi**

PART-A
(Techno-Commercial bid)

Annexure-B
(Strike-off whatever is not applicable)
Clause-by-Clause Compliance Certificate

Tender Enquiry No. MTNL/Delhi/Repair of Power Module/2020-21/01/

It is to certify that the tender document is carefully read & understood and all the Sections, Annexures and Clauses including Section- II (Instruction to Bidder); Section-III (Commercial Conditions); Section-IV (Special Conditions); Section-VI (Specifications); are complied unconditionally & unequivocally. **There is no deviation from the terms & conditions of the tender.**

Signature of Proprietor/Director/Partner/Authorized Signatory
(Sh./Smt./Miss. _____)
Capacity in which signing along with Seal.

OR

Declaration of Deviation (If any)

It is to certify that the tender document is carefully read & understood and all the Sections, Annexures and clauses including Section- II (Instruction to Bidder); Section-VI (Specifications); Section-III (Commercial Conditions); Section-IV (Special Conditions); are complied unconditionally & unequivocally **except the following deviations from the terms & conditions of the tender.**

- A)
- B)
- C)
- D)

Signature of Proprietor/Director/Partner/Authorized Signatory
(Sh./Smt./Miss. _____)
Capacity in which signing along with Seal.

SECTION- VI

TECHNICAL SPECIFICATIONS

Tender Enquiry No. MTNL/Delhi/Repair of Power Module/2020-21/01/

Technical specification of Power modules to be repaired are as under:

1. The faulty modules has to be collected from a nodal location in each zone i.e. one nodal location per zone (North Delhi, South Delhi, West Delhi, Central Delhi & TY Delhi).
2. Serial number wise record of faulty power plant collected and repaired must be maintained by the awarded firm in duplicate.
3. Faulty modules have to be repaired and delivered back at the nodal locations within 7 days. Proper record should be maintained by the awarded firm.
4. The collection of faulty modules can be done in nodal locations in batches like 20, 30, 50 etc.
5. The SMPS rectified must work for at least 6 months from the date of rectification, if any fault is reported within 6 months of rectification then same has to be rectified again by vendor free of cost.
6. The faults like backplane of power plant, control panel etc. has to be attended on the site.
7. The rate quoted by the awarded firm shall remain valid for one year from the date of award of work/PO.
8. The quantity of the faulty modules and power plants indicated in the bid is tentative and can increase or decrease by 25%.

**SECTION-VII
PART -- A
BID FORM**

To,
**O/o AGM (A & Legal) MM
MM Section, 8th Floor, Kidwai Bhawan,
Janpath, New Delhi.
Email ID: agmmmwsmd@gmail.com
Telephone: 011-23719250**

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 deliverin conformity with the said drawings, conditions of contract and specifications for the sum shown in the price schedule 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 @3% 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 of 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.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understood that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2021

Name and Signature.....

In the capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

**SECTION-VII
(PART-B) FORM-A**

1. The Tenderer
 - i) Name of the Company
 - ii) Mailing Address
Telephone
FAX
 - iii) Location of Repair/manufacturing facility.
 - iv) Name of the Managing Director/Proprietor, etc.

2. Manufacturing/Repair Capacity, (Product wise)
 - i) Licensed Capacity
 - ii) Installed Capacity.
 - iii) Equipped Capacity for through put.
 - iv) Actual production/sales of the quoted items during the last three years.

3. i) Brief description of the facilities for Repair/Manufacture, production, inspection, Testing and quality assurance.

ii) If the equipment (s) being offered has been evaluated/ tested by any organisation such as TEC/DOT (QA)/ISI /ISO 9001/9002 or equivalent certification etc., details of same May please be provided.

4. State whether the equipment offered conform to the specifications in the tender and subsequent amendment, if any clearly state the deviations, if any.

5. State specifically whether the price(s) quoted, to the to the best of your knowledge and belief, are not higher than what is permissible to you from a private purchaser for similar good under any law in force at the time of bidding If not, state the reason(s) and the margin of profit.

- 6) Constitution of the Company
i.e. is the company Registered under
 - i) The Indian Companies Act 1913

 - ii) The Indian Partnership Act 1931
Name of the Partners i)
ii)
iii)
 - iii) Any other Act (give details)

7. Brief description of After sales service facilities available with the Bidder
 - i) Repair shop
 - a) Location
 - b) Facilities available for repairs

- ii) Nos of employees for customer support/
after sales service at Delhi
(attached documentary proof)
 - a) Engineers
 - b) Technicians

8. Are you providing comprehensive post warranty annual maintenance to the organizations at Delhi where you have supplied/serviced similar goods in the past.

- i) If yes, name three such organizations
- ii) Are the above organizations satisfied with the performance and quality of Service rendered?

Signature with Stamp

SECTION VIII

No.....

Dated:.....

BID SECURITY DECLARATION

Subject: Declaration of bidder (Other than MSME) in lieu of submission of Bid Security deposit / Earnest Money deposit.

Sir,

We M/s are submitting this declaration in lieu of Bid Security deposit / Earnest Money deposit against MTNL Tender Enquiry No.....dated.....

2. We do hereby declare that we will not withdraw or modify our bids during the period of validity of bid specified in tender document and if we are awarded the contract we will sign the contract and submit a performance security of requisite amount before the deadline defined in the bids / Advance Purchase Order/LOI.

3. We further declare that if we are failed to comply as per our declaration at para 2 above, we M/swill not be eligible to participate in the MTNL tender for any item / product for one year from the date of issue of APO/LOI. We will not approach the court against the decision of MTNL in this regard.

Signature of authorize signatory

Name.....

Address.....

Office Stamp.....

SECTION -IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (in the office of O/o AGM (A & Legal) MM, MM Section, 8th Floor, Kidwai Bhawan, Janpath, New Delhi before date of bid opening)

Subject: Authorization for attending bid opening against T. E. No. **MTNL/Delhi/Repair of Power Module/2020-21/01/**

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 Preference Name Specimen Signature

I.

II.

Alternate
Representative.

Signature of Bidder
OR
Officer authorized to
Sign. The bid documents
On behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION -X
(INDEMNITY BOND ON Rs. 100/- STAMPED PAPER (duly notarized))

DECLARATION:

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

Do hereby solemnly affirm and declare as under:-

1. That I am the sole prop./partner/Director/ Authorized Signatory of M/s -----

----- which
has never ever been debarred and / or black-listed by any MTNL/BSNL unit and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor or authorized signatory of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of contractual obligations.

2 That I state & declare that none of my near relatives or any of the partners or other directors, are working in MTNL in general and in MM and construction wings in particular.

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

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

Signature of Prop. /Partner/Director/ Authorized Signatory

(Shri / Smt./Miss)

Note:

1. If the firm has been debarred and / or blacklisted by any Deptt. Of Central Govt./State Govt./PSU/Public bodies / Municipalities in past and now the order has been revoked or period finished or court case is under process, then firm should furnish details of such cases.
2. The near relatives for this purpose are defined as per clause no. 34 of section-II.
3. The authorized signatory is signing this indemnity bond on behalf of proprietor/directors/partners and will not relieve the proprietor/directors/partners from any /all the legal bindings as envisaged herein in this NIT.

PART-B
(Financial Bid)

SECTION-XI (PRICE SCHEDULE)**PRICE SCHEDULE FOR RATE CONTRACT FOR REPAIR OF POWER MODULES**

SL No.	Pricing component	Rating in AMP	QTY.	HSN Code	Basic Price in Rs.	GST		Unit Price including GST (Rs.)	Total Price incl. GST (Rs)	GST Credit Eligible Amount	Net Cost to MTNL Excluding GST Credit Eligible Amount
						Rate (%)	Amt. (Rs.)				
1	2	3	4	5	6	7	8	9	10=(9*4)	11=(8*4)	12=(10-11)
1.	Delta Module	50A	1000								
2.	Delta Module	25A	100								
3.	ITI	25A	100								
4.	Exicom	50A	50								
5.	Power Plant on site repair	Upto 300A	25								
Total											

NOTE:

1. **“We hereby certify that HSN code shown in Col. 5 are correct & Input Tax Credit for the amount shown in Col. (11) above is admissible as per GST Rules”.**
2. 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 11. The vendor shall mention in the invoice prominently that it is under composition scheme under GST, Act 2017.
3. 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 11.
4. Evaluation shall be done as per the Total cost as per column 12.
5. I undertake to give minimum 3(Three) months warranty for the repaired goods.

(Signature of the bidder)

PART-C
(Documents required at the time of award of
Contract)

Section-XII

Performa for Performance Security Bond

B.G. NO. : -----
DATE OF ISSUE : -----
VALID UPTO: -----
P.O.NO. : -----

PERFORMANCE BANK GUARANTEE

THIS DEED OF GUARANTEES IS MADE ON THIS-----DAY OF -----
-----between the Mahanagar Telephone Nigam Limited (MTNL) (which expression shall unless excluded by or Repugnant to the contest include his successors and assigned) of the one part and -----Hereinafter called The Bank (which expression shall unless excluded by or repugnant of the context include its successors and assignees) of the other part.

WHEREAS MAHANAGAR TELEPHONE NIGAM LIMITED accepted the tender of M/s. -----
-----hereinafter called the seller to supply to Mahanagar Telephone Nigam Limited as per purchase order Not.-----dated-----
----- (hereinafter referred to as the said purchase order).

AND WHEREAS THE said purchaser order provides that seller shall furnish bank guarantee to the extent of 3% of the value of the order as and by way of security for the due observance and performance of the terms and conditions of the purchase order.

AND WHEREAS at the request of the seller the bank has agreed to execute these presents.

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

1. The bank hereby irrevocably and unconditionally guarantees to the Mahanagar Telephone Nigam Limited that the seller shall render all necessary and efficient services which may be required to be rendered by the seller in connection with and/or for the performance of the said purchase order and further guarantees that the services which shall be supplied by the seller under the said purchase order shall actually be performing the work required of it to the satisfaction of the MTNL and same shall be free from any defects arising from faulty services s, designs and workmanship, such as corrosion of the services inadequate quantity of services s, inadequate contract protection, deficiencies in circuit design and/or otherwise whatsoever and in the event of the seller's failing or neglecting to render necessary services as aforesaid and or in the event of the services failing to give satisfactory performance or proving not free from deficiencies or defects as herein before mentioned and in the said purchase order and particularly warranty clause mentioned therein, the Bank shall indemnify and keep the MTNL indemnified to the extent of against any loss or damages that may be caused to or suffered by the MTNL by reason of any breach by the seller of any of the aforesaid terms and conditions and the seller of any of the aforesaid terms and conditions and the Bank further undertakes to pay to the MTNL, such sum not exceeding-----on demand and without DEMUR in the event of seller's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the purchase order and/or deficiencies and defects in the satisfactory performance of the services and equipment.
2. The decision of the MTNL as to whether the seller has failed to or Neglected to perform or discharge his duties and obligations as a foresaid and/or whether the services are free from deficiencies and defect and are capable of performing the work required and as to the amount payable, to the MTNL, by the Bank herein shall be final and binding on the bank.

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1. The liability of the Bank under this Guarantee shall be as of Principal Debtor.
2. The guarantee herein contained, shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said purchase order and it shall continue to be enforceable till **24 months** after the services have been taken over, all the dues of the MTNL under or by virtue of the said purchase order have been fully paid and its claim certified or discharged or till it is certified by the MTNL that the terms and conditions of the said purchase order have been fully and properly carried out by the said seller and a NOT DEMAND CERTIFICATE submitted to this effect by the seller.
3. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of **24 months** from the date hereof and also that the extension of this guarantee will be provided for by the bank for such period beyond the said period of Three and half years as the MTNL may feel necessary in this behalf. Provided further that if any claim accrues or arises against the bank before the expiry of the said **24 months** or an extension thereof, the same shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of **24 months** or another extension thereof.
4. The Guarantee herein contained shall not be affected by any change in the constitution of the seller or the Bank and shall be continuing one.
5. The MTNL has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time any of the pores exercisable by it against the seller and either to enforce or forbear any of the terms and conditions of the said purchase order and the bank shall not be released from its liability under this guarantee by any exercise by the MTNL of the liberty with reference to the matter referred aforesaid or by reason of time being given to the seller or any other forbearance, act. Of the commission on the part of the MTNL, or any indulgence by the MTNL to the seller or by any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing the bank from its liability.
6. The Bank under take not to invoke this Guarantee during its currency except with the previous consent of the MTNL in writing.

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

Signed and Delivered by

Signed and Delivery by

The constituted attorney for
and on behalf of the Bank in the Presence of

1.----- 1. -----

2.----- 2. -----

SECTION-XIII

PERFORMA FOR AGREEMENT

This AGREEMENT is made on this day of _____

BETWEEN

MAHANAGAR TELEPHONE NIGAM LIMITED DELHI a company registered under the Indian Companies Act and having its registered office 5th Floor, Mahanagar Doorsanchar Sadan, 9, CGO Complex, New Delhi (hereinafter called the MTNL Delhi.)

The term MTNL shall unless repugnant to the context of contrary to the meaning shall include all its assigns, successors and persons nominated or appointed by MTNL and interalia deal with the supervise the execution of this contract.

AND

_____ A COMPANY REGISTERED UNDER THE INDIAN Companies Act having its registered office at _____ who is Managing Director in the company and is fully authorized and competent to enter into sign this agreement on behalf of the company (hereinafter called "Contractor")

Contractor shall mean unless repugnant to the context or contrary to the meaning and include its permitted assigns and successors thereof.

WHEREAS the contractor has made the offer/ tender to duly perform the work under this contract being the supply of _____ after making himself aware and understanding fully the implications of the terms and conditions and specifications along with the contract and related documents/ agreements which offer / tender has been accepted by the MTNL Delhi on the terms and conditions mentioned herein after and after representing that he is fully capable of complying with the aforesaid terms.

WHEREAS contractor has undertaken to furnish a Performance Guarantee for a sum of Rs. _____ only in the form of Bank Draft drawn in favour of MTNL Delhi on any schedule bank at Delhi or an unconditional irrevocable Bank Guarantee in favour of MTNL Delhi a minimum period of **24** months.

1. WHERAS THE CONTRACTOR HAS SUBMITTED THE REQUIRED Income Tax Certificate from the Income Tax Office concerned in other appropriate form.

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Any delay in successful commissioning execution of the work shall attract liquidated damages at the rates prescribed in the tender document.

The contract document shall mean and include apart from the present document, the following:

- a) The terms and conditions stated in the Notice Inviting Tender No.----- including instructions/special instructions and General/Special conditions contained therein.
- b) The specification for ----- contained in Section-VI of the Tender Document.
- c) Amendments/modifications issued vide letter No.-----dated-----
- d) Offer of the contract dated-----

2. Now, THEREFORE, the contracting parties agree that the contractor shall supply the ----- and the following terms & conditions.

Item	Quantity (Nos.)	All Inclusive Unit Price (Rs.)	Total for the Qty. proposed in the purchase	Warranty period

3 (I) MTNL shall have discretion to place add-on order(s) up to a maximum of 100% in one or more lots during one-year from the date of signing of this agreement and at the same prices subject to the terms & conditions stipulated in NIT.

(ii) Any delay in successful supply of the ordered quantities of the item shall attract liquidated damages at the rate prescribed in the tender document.

4. INTERPRETATION:

i)The contract shall compromise of all documents, referred to herein before under para _____ provided that in the event of any inconsistency between the terms thereof and the terms of any other documents or para _____ compromising part of this contract, the terms hereof shall prevail.

ii) The words it and he and their derivatives are used for any person whether male or female or a juristic person. Unless contrary appears from the contract work imparting the singular number include the singular number.

iii) The marginal notes, if any, or the heading shall not control the meaning of the body of the clauses stated hereinabove. The same shall not be referred to for the purpose of interpreting and constructing the terms of this contract.

5. JURISDICTION:

The parties hereby agree that the courts in the city of Delhi/New Delhi alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising under this contract and any award or awards made by the sole arbitrator hereunder shall be filled in the concerned courts in the city of New Delhi only.

6. EFFECTIVE DATE:

This contract shall become effective on from the date the Performance Bank Guarantees to the satisfaction of MTNL is furnished by the SBO. On receipt of the said guarantee. MTNL shall issue a certificate which shall specify the date on which the guarantee was received by MTNL, which date shall for the purpose of this contract, be deemed to be the EFFECTIVELY DATE.

IN WITNESS WHEREOF both the parties have put their signature below: -

EXECUTIVES

WITNESSES:

- 1.
- 2.

SECTION-XIV

WARRANTY CERTIFICATE

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The contractor shall warrant that the services/job done as per section-V shall be free from all defects and faults and shall be of the highest grade and consistent with the established and generally accepted standards for the materials/job of this type and shall perform in full conformity with the specifications. The contractor shall be responsible for any defects that may develop during proper use arising from faulty design, workmanship inadequate quantity of material to meet the requirements, inadequate contract protection, deficiency in circuits design or other wise and shall remedy such defects at his cost, when called upon to do so by the purchaser, who, shall state in wiring in what respect the store/job is faulty. The warranty shall survive inspection or payment for and acceptance of goods/job but shall expire except in respect of complaints notified prior to such date, **6 months** after the date of taking over.

Is it becomes necessary for the contract to replace or renew any defective portion(s) of the equipment(s) under this clause, the provisions of the clause shall apply to the portion(s) of equipment(s) so replaced or renewed until the end of the above mentioned period of **6 months**, whichever may be late. Similar provision will be applicable in respect of rectifications made to the job/works. If any defect is not remedied within a reasonable time, MTNL shall proceed to do get the work/supply at the contractor's risk and expenses, but without prejudice to any other rights, which MTNL may have against the contractor in respect of such defects.

Replacement/renewal/rectification under warranty clause shall be made by contractors free of the charges/costs

(Signature of Supplier with stamp)

Dated:_____

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and

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content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee as applicable and enter details of the instrument.

4) In lieu of Bid Security / EMD, bidders (other than MSE / SSI unit registered with NSIC / MSME bodies) are required to submit "**Bid Security Declaration**" along with their bid in the format given in **Section-VIII**.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

MTNL Contact	
MTNL Contact Person	AGM (A & Legal) MM, MTNL, MM Section, 8th Floor, Kidwai Bhawan, Janpath, New Delhi-110001
Telephone/ Mobile	011-23719250, Mobile No. 9868138009
E- mail ID	agmmmwsmd@gmail.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on **Central Public Procurement Portal website** <https://eprocure.gov.in/eprocure/app> developed by **National Informatics Centre (NIC), Ministry of Electronics & Information Technology, GOI** (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Technical-Part
 - Financial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the following documents before closing date and time in a Sealed Envelope.

Contact Persons Name: AGM (MM)WS MTNL, MM Section, 8th Floor, Kidwai Bhawan, Janpath, New Delhi-110001

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. *Original copy of the Bid Security Declaration as per Section-VIII.*
2. *DD/ Bankers cheque of Rs. 590/- drawn in favour of Account Officer (Cash) MTNL MM Section, 8th Floor, Kidwai Bhawan, Janpath, New Delhi-110001, payable at New Delhi against payment of tender fee/ Copy of valid NSIC /MSME Certificate (If applicable).*
3. *General Power of Attorney in favour of Authorized Signatory.*
4. *Indemnity Bond on Rs.100/- stamp paper as per Section -X (Duly Notarised)*

Note: The Bidder should also upload the scanned copies of the above original documents Mentioned at sl no.1 to 4 as Bid-Annexure during Online Bid-Submission .

SECTION- XV

MAHANAGAR TELEPHONE NIGAM LIMITED
DELHI TELEPHONES, NEW DELHI

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(MODEL MANDATE FORM)

(To receive payment through Credit Clearing Mechanism)

1. Suppliers Name-

2. PAN No

3. Particulars of Bank Account-

- a) Name of Bank:
- b) Branch Name-
- c) Address-
- d) Telephone-
- e) MICR No. (9 digit branch code)
- e) Account No.:
- f) Account Type:
- g) RTGS No. or IFSC Code.
- h) GST No.

In lieu of Bank Certificate to be obtained as under, Please attach a Bank cancelled Cheque or photocopy of a cheque or front page of your Savings Bank passbook issued by your Bank for verification of the above particulars

4. **Date of Effect-**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information or incorrect information. I wouldn't hold user in question responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date-

Signature Of the Supplier

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized Official
of the Bank With Bank Seal

Section-XVI

Format for Self-Certification regarding local content (LC) for Telecom product, Services or Works

Dated:

IS/o, D/o, W/o, Resident ofdo hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:..... dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- I. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Telecom Product/Services/Works for which the certificate is produced
- IV. Procuring agency to whom the certificate is furnished
- V. Percentage of LC claimed
- VI. Name and contact details of the unit of the manufacturer.
- VII. Sale Price of the product
- VIII. Ex-Factory Price of the product.
- IX. Freight, insurance and handling x. Total Bill of Material xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- X. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- XI. List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Directors)
Name.....

Designation.....

Contact Number.....

Date.....