

मूल्य /Price: Rs. 1060/-  
(Inclusive of VAT @ 6%, Non refundable)

**महानगर टेलीफोन निगम लिमिटेड, मुंबई**

**(भारत सरकारका उद्यम)**

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

उप महाप्रबंधक (सा.ख.-II) का कार्यालय, परेल दूरध्वनी संकुल, परेल, मुंबई 400012  
O/o Dy. General Manager (M.P.-II), Parel Telephone Complex, Parel, Mumbai-400012.



ई-निविदा पुस्तिका  
**e-TENDER DOCUMENT**

**Item Name** : Supply, Installation & Commissioning of PCs in various GM Units of MTNL, Mumbai.{with CAMC for 3 yrs after expiry of warranty of 3 yrs}

**Quantity** : 250 No's {As mentioned in Schedule of Requirement (Section-V) }  
ई-निविदा सं/e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

**निविदा जमा करने की तारीख तथा समय** : ईप्रोक्यूरमेंट साईट के अनुसार  
**Tender Submission Date & Time** : As mentioned in eprocurement site.

**निविदा खोलने की तारीख तथा समय** : ईप्रोक्यूरमेंट साईट के अनुसार  
**Tender Opening Date & Time** : As mentioned in eprocurement site.

**संपर्क / Contacts**

**वरिष्ठ प्रबंधक ( सा.प्र.-IV) / Sr. Manager (MM-IV)**  
Parel Telephone Complex, Dr. Ambedkar Road, Parel (E), Mumbai-400012  
Telephone - 022-24704343, 022-24708222 Mobile-9869029200

**e-mail: smmm4mtnl@gmail.com**

**MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI.**  
**(A Govt. Of India Enterprise)**  
**O/o DGM(MP),PARELTELEPHONE COMPLEX,DR.AMBEDKAR RD.,PAREL(E),MUMBAI-12,**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

Please find herewith tender documents for Supply, Installation & Commissioning of store items with CAMC for 3 yrs. after expiry of warranty period of 3 yrs. as detailed below :

SL.	TITLE	SECTION	PAGE
1	Check List	ANNEXURE-A	4
2	Notice Inviting Tender (NIT).	I	5
3	Instruction to bidders.	II	7
4	General Conditions of Contract.	III	28
5	Special Conditions of Contract	IV	42
6	Schedule of requirements.	V	48
7	Technical Specifications.	VI	49
8	Bid Form ( Part- A & Part-B).	VII	50
9	Proforma for Bank Guarantee for Bid Security.	VIII	53
10	Proforma for Indemnity Bond on Rs.100/- Stamp Paper.	IX	54
11	Price Schedule.	X	55
12	Proforma for Performance Security Guarantee Bond.	XI	57
13	Proforma for Additional Bank Guarantee Bond.	XI-A	59
14	Proforma for Agreement.	XII	61
15	Proforma for Warranty Certificate.	XIII	64
16	Proforma for Certificate of OEM's.	XIV	65
17	Proforma for CAMC Agreement	XV	66
18	Compliance (clause by clause) certificate.	Annexure-B	69
19	VAT/CST DECLARATION	Annexure C	70
20	Bank Details for e-payment.	Annexure D	71
21	Proforma for Authorization Letter for attending bid opening.	Annexure E	72

The tender shall be submitted through e-tendering system on website <http://eprocure.gov.in>. Your offer completed in all respects as per enclosed documents may be submitted on or before scheduled date & time of bid submission given in eprocurement system. The "Instruction to Bidders" and "General (Commercial) Conditions of Contract" are applicable for this tender. However the clauses mentioned in the "Special Condition of Contract" & Technical Specifications will supersede the General (Commercial) Conditions. Tender bids will be opened online at date and time given in eprocurement system. The authorised representatives of the bidders may attend the bids opening either online or at MTNL premises, personally.

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission Tendering System through its web site <http://eprocure.gov.in> Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on line. Bids for various tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site.

The bidders can enroll themselves on the website <http://eprocure.gov.in> using the option "Click here to Enroll".

This enrollment is free at this point of time. Possession of a **Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token** in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.

Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://eprocure.gov.in> under the link "**Information about DSC**".

The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

Vendors can also attend the **training/familiarization programme** on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

### **Advantages of E-Tendering System**

The bidders will be able to see the status of the tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail.

For the bidders who have registered themselves on the website through the "**Stay Updated**" option, information of all the tenders for which they are interested to participate will be sent by E-Mail.

**Please note that all the departments of GOVERNMENT E-PROCUREMENT SYSTEM are gradually switching over to e-Tendering system in a phased manner. All the tenders in future will be issued only through the e-Tendering system and only registered vendors will be allowed to participate in the tendering process.**

Thanking You,

**Yours faithfully,  
Sr. Manager (MM-IV)**

## CHECK LIST (Annexure-A)

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

**(Bidders are requested to check that the following documents in .pdf format are uploaded with the bid.  
This check List may also be submitted (with Yes/ No/Not Applicable) with the bid.)**

**Name of the Bidder : M/s**

SL	DOCUMENTS	Yes / No / Not Applicable
1	Checklist, Annexure-A duly filled up with sign. & Company Seal.	
2	Copy of Document Fee in the form of D.D. / Pay Order for amount mentioned in Section-I [Original to be submitted to SM(MM-IV) before tender opening.]	
3	Copy of BID Security (EMD) in the form of DD/PO/BG for amount as mentioned in Section-I, B.G. must be valid for 180 days( refer clause 12.3 of Section –II) [Original to be submitted to SM(MM-IV) before tender opening.]	
4	Copy of Valid NSIC Certificate (if applicable) as per clause 12.1 (a) of Section-II.	
5	Copy of Declaration on Indemnity Bond on Rs.100/-Stamp Paper, duly notarised. [Original to be submitted to SM(MM-IV) before tender opening.]	
6	Copy of General Power of Attorney in favour of the signatory in case of Partnership firm / Registered company / Proprietorship firms duly notarised (except sole proprietor). [Original to be submitted to SM(MM-IV) before tender opening.]	
7	Tender Document uploaded as per clause C - 7(5) of Section-II.	
8	Technical Brochure of tendered item/s.	
9	OEMs/ Manufacturer's Authority Certificate for dealership/ distributorship	
10	Experience /Eligibility as per clause 2(iii) of Section-II and clause 10.1(XV) (i.e. copies of I/C, Acknowledged Delivery Challan, TOC, BCPC.)	
11	Bidder's financial capability to perform the contract such as Annual report, certificate from CA regarding, average financial turnover during the last 3 years duly attested as per clause 2(iv) of Section-II.	
12	Clause-by-Clause Compliance certificate as per Annexure-B.	
13	Bid Form (Section-VII), Part-A & Part-B	
14	Photo Copy of PAN Card/Allotment of PAN number from Income Tax department	
15	CST Registration Certificate (for bidders outside Maharashtra) / VAT Registration Certificate (for bidders within Maharashtra).	
16	CST returns (for bidders outside Maharashtra) / VAT returns (for bidders within Maharashtra), filed up to 31/03/2016 and declaration as per annexure-'C'.	
17	Name of Bank, Branch of bank, 9 digit MICR Code and Account no. for E-Payment. as per Annexure-D.	
18	Certificate of incorporation, if the bidder is a company	
19	Articles or Memorandum of association or partnership deed or proprietorship deed as the case may be.	
20	Approval from Reserve Bank of India / SIA in case of foreign collaboration.	
21	Documentary proof to ascertain whether the company/ enterprise is covered under the MSMED Act, 2006.( as applicable).	
22	Copy of EPF and ESI Registration ( if applicable ).	

**MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI.**  
**(A Govt. Of India Enterprise)**  
O/o DGM(MP-II),PAREL TELEPHONE COMPLEX, DR.AMBEDKAR RD.,PAREL(E),MUMBAI-12,

**NOTICE INVITING TENDER ( SECTION – I )**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

On behalf of Executive Director, MTNL Mumbai, online tenders are invited from reputed indigenous manufacturers, authorized dealers/distributors for the supply of item/s as detailed below :

Sl	Description	Details.
1..	Item Name .	Supply, Installation & Commissioning of PCs in various GM Units of MTNL, Mumbai.{with CAMC for 3 yrs after expiry of warranty of 3 yrs}
2.	Quantity	250 nos.
3.	Specification No.	Specification as per Section-VI of Tender Document.
4.	EMD/Bid Security.	Rs. 2,46,100/-
5.	Download of Tender Document	As mentioned in eprocurement site.
6.	Due Date & Time of Receipt	As mentioned in eprocurement site.
7.	Date & Time of Bid Opening.	As mentioned in eprocurement site.
8.	Cost of Tender Document	Rs. 1060/- (Rupees One Thousand and Sixty only) (inclusive of VAT @6%, non-refundable)
9	Contact Person/s Address.	Sr. Manager(MM-IV)/Dy. Mgr.(MR-II), Parel Telephone Complex, Dr. B. Ambedkar Road, Parel, Mumbai 400 012
	Telephone No	022-24704343
	Fax No	022-24708222
	e-mail	“ smmm4mtnl@gmail.com “

10. The Tenders are to be submitted online through e-Tendering portal i.e. [“http://eprocure.gov.in “](http://eprocure.gov.in)
11. Corrigendum, amendments, clarifications, if any, will be placed at the above website, and non compliance of same, if any, by the bidder is at bidder’s risk.
12. The bid security shall be in the form of DD/ Pay Order/ Bank Guarantee (as per proforma at Section-VIII), for the amount mentioned at sl.(4) above, drawn on any scheduled/nationalised bank in favour of Dy.Manager(MA-CASH), MTNL Mumbai, Payable at MUMBAI. The bidders (Small Scale Units) who are registered with NSIC are exempted from payment of bid security (EMD).

The original copy of bid security/copy of NSIC certificate shall be submitted to Sr. Manager(MM-IV) before the scheduled date and time of opening of the bid, failing which the bid will be liable for rejection.

A scanned copy of the bid security/NSIC certificate shall be uploaded along with techno commercial bid. (Pl. refer clause 12.1 of Section-II of tender document).

13. The cost of tender document which shall be paid offline in the form of DD/Pay Order, drawn on any scheduled bank/nationalised bank, in favour of Dy. Manager(MA-CASH), MTNL Mumbai, Payable at MUMBAI, shall be submitted to Sr. Mgr.(MM-IV), before the scheduled date and time of opening of the bid, failing which the bid will be liable for rejection. A scanned copy of the DD/Pay Order/valid NSIC certificate shall be uploaded along with the techno-commercial bid.
14. The bidders (Small Scale Units) who are registered with NSIC are exempted from payment of cost of tender and EMD. However such bidders will upload copy of valid NSIC certificate in eprocurement site and submit the hard copy to SM(MM-IV) before scheduled date and time of bid opening.
15. MTNL reserves the rights to cancel the Tender without assigning any reason.

**Sr Manager (MM-IV)**  
**MTNL, Mumbai**

## SECTION – II INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. DEFINITIONS

- a) “Eprocurement System” is an on line portal for tender process and it’s URL is “<http://eprocure.gov.in>”
- b) “The Purchaser” means the Mahanagar Telephone Nigam Limited, Mumbai.
- c) “The Bidder” means the individual or firm who participates in this tender and submits its bid.
- d) “The Supplier” means the individual or firm supplying the goods/providing services under the contract.
- e) “The Goods” means all the equipment, machinery, and/or other materials, which the supplier is required to supply/provide to the purchaser under the contract.
- f) “The Advance Purchase Order / Letter of Offer ” (APO/LOO) means the intention of the purchaser to place the purchase order on the bidder.
- g) “The Purchase Order” (PO) means the order placed by the Purchaser, after the acceptance of APO/LOO by the supplier, duly signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the letter of offer and bid documents constitutes the contract.
- h) “The Contract Price” means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligations
- i) “Validation” is a process of testing the equipment as per the specifications including requirements for use in MTNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests

Words, terms and expressions not specifically defined herein or in tender documents shall have the same meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as the case may be. Head notes are for convenience purpose.

#### 2. ELIGIBILITY CONDITIONS:

- i. This invitation for bidders is open to all Indian firms engaged in manufacture / authorized dealers / distributors of tendered goods having adequate experience except to those which are blacklisted, banned or debarred from participation in MTNL. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item /product in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item /product.

- ii. Specifications of PCs supplied should be as per section VI of the tender document.
- iii. The bidder should have successfully executed educational/commercial purchase orders for minimum 75 nos. of PCs for bidding PCs mentioned in Section-I to MTNL/BSNL/Any telecom service provider/ any central/State/UT/PSUs in between the period commencing from 01.04.2013 to the date of submission of the bid. (copies of Inspection Certificate, Acknowledged Delivery Challan, Taken Over Certificate, Bill Copy Payable Challan (BCPC) etc. are to be submitted as a proof of experience). Please refer to clause 10.1(XV) for more details.
- iv. Bidders bidding for personal computers should have minimum average annual financial turnover of Rs. 36,91,000/- for bidding PCs during last 3 financial years i.e., 2012-13, 2013-14, 2014-15 or 2013-14, 2014-15, 2015-16. PI refer to clause 10.1 for more details.
- v. The bidder should have a technical office set up in Mumbai or Navi Mumbai or Thane District. The bidder shall have facilities and capabilities to provide complete maintenance support during the warranty and CAMC periods.
- vi. **The bidder who has technically qualified has to demonstrate compatibility of each item quoted in bid, in presence of JCET committee members, as per schedule given. Report of this demonstration shall be considered by JCET Committee in final report of Technical Evaluation.**

### 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. THE BID DOCUMENTS:

### 4. DOCUMENTS REQUIRED TO BE SUBMITTED.

- 4.1 The goods / services required to be supplied, bidding procedures and conditions of contract terms are prescribed in the bid documents. The bid documents include,

SL.	TITLE	SECTION
1	Check List	ANNEXURE-A
2	Notice Inviting Tender (NIT).	I
3	Instruction to bidders.	II
4	General Conditions of Contract.	III
5	Special Conditions of Contract	IV
6	Schedule of requirements.	V
7	Technical Specifications.	VI
8	Bid Form ( Part- A & Part-B).	VII
9	Proforma for Bank Guarantee for Bid Security.	VIII
10	Proforma for Indemnity Bond on Rs.100/- Stamp Paper.	IX



11	Price Schedule.	X
12	Proforma for Performance Security Guarantee Bond.	XI
13	Proforma for Additional Bank Guarantee Bond.	XI-A
14	Proforma for Agreement.	XII
15	Proforma for Warranty Certificate.	XIII
16	Proforma for Certificate of OEM's.	XIV
17	Proforma for Non Disclosure Undertaking.	XV
18	Proforma for CAMC	XVI
19	Compliance (clause by clause) certificate.	Annexure-B
20	VAT/CST DECLARATION	Annexure C
21	Bank Details for e-payment.	Annexure D
22	Proforma for Authorization Letter for attending bid opening.	Annexure E

4.2 The Bidder may examine all instructions, forms, terms and conditions in the Bid Document. Failure to furnish complete information as per the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **5. CLARIFICATION OF BID DOCUMENTS:**

5.1 Bidder requiring any clarification on the Bid Documents shall notify the purchaser on line by using the eprocurement site. The purchaser may respond in writing to any request for the clarification of the Bid Documents, which it receives latest by 21 days prior to the date opening of tender. The query (without identifying the sources) and clarifications by the purchaser will be posted on eprocurement site for information.

5.2 Any clarification issued by MTNL in response to query raised by bidders shall form 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 will be uploaded at the eprocurement site & non compliance of same, if any by the bidder is at bidder's risk.

#### **6. AMENDMENT TO BID DOCUMENTS**

6.1 At any time, prior to the date of submission of bids, the purchaser may modify the bid document by amendments.

6.2 To comply with the amendments by bidders, the purchaser may, at its discretion, extend the deadline for the opening of bids .

6.3 The amendments will be displayed on eprocurement site and these amendments will be binding on all the bidders.

MTNL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments /clarifications.

## **C. PREPARATION OF BIDS:**

### **7. DOCUMENTS COMPRISING THE BID:**

1. The Techno-commercial bid shall be filled & submitted on line by the bidder in the eprocurement site.
2. Techno-commercial Bid Questionnaire be duly filled (in the specific format of Section VII). The bidder shall clearly state whether complied or not for all clauses in Section II to VI. Vague terms such as noted, read etc. will be considered as non-responsive.
3. Original copy of (i) Document Cost in the form of D.D./Pay Order, (ii) Original Copy of Bid Security (EMD) in the form of DD / Bank Guarantee or (iii) Copy of Certificate of Registration with NSIC, (iv) Original copy of General Power of Attorney on Rs.100/- stamp paper duly notarised & (v) Original copy of Declaration as per Section-IX on Rs.100/- stamp paper duly notarised shall be submitted offline to SM(MM-IV) before the scheduled date and time of opening of the bids.
4. Documentary evidence to establish in accordance with the clause 2, 4 & 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
5. Copy of tender document (including any addenda or corrigendum issued if any) shall be attached or mapped with the technical bid envelop in the system. The digital certificate will act as valid signature of the bidder.
6. Certificate of incorporation.
7. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
8. Power of Attorney, authorizing the signatory to sign the tender. The original copy of Power of Attorney in Rs.100/- Stamp paper duly notarized, shall be submitted offline before the scheduled date and time of opening of the bids
9. Photo Copy of PAN Card / Allotment of PAN number from Income Tax department
10. Copy of VAT Registration Certificate./ CST Registration Certificate (as applicable)
11. Details of spares offered.( if applicable)
12. Approval from Reserve Bank of India / SIA in case of foreign collaboration.

### **Bid Forms to be filled up in Eprocurement System:**

1. Financial Bid and Price Schedule

### **8. BID FORM:**

8.1 The bidder shall complete the Bid form and the appropriate price schedule in the format furnished in the bid documents, indicating the goods to be supplied, a brief description of the goods, quantity and prices.

Printed terms and conditions enclosed with the Tender Document will be considered as forming part of the bid and no deviations are acceptable

## **9. BID PRICES**

9.1 The bidder shall give the total composite price inclusive of all non CENVAT-able Levies & Taxes i.e. CST/VAT, packing, forwarding, freight and insurance etc., but excluding Octroi/entry tax which will be paid extra as per actual, wherever applicable. CENVAT-able duties shall be mentioned separately which will be paid extra as per actual, on production of necessary supporting documents. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section-X. The prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

9.2 The Prices indicated in the price schedule shall be entered in the following manner: The Basic Unit price (Ex-Factory price) of the goods, CST/VAT, freight, forwarding, packing, insurance and any other non CENVAT-able levies/charges already paid or payable by the supplier shall be quoted separately item wise. CENVAT-able levies/charges shall also be quoted separately item wise. The supplier shall quote as per price schedule given in Section-X for all the items given in schedule of requirement

9.3 The basic unit price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.

9.4 The prices quoted by the bidder shall be in sufficient details including the details of the CENVAT-able and non CENVAT-able duties to enable the purchaser to arrive at the price of equipment/system offered. It is mandatory to quote the CENVAT-able duties as per the prevailing duties at the time of submission of bid.

9.5 "Discount, if any offered by the bidders should be specifically indicated in the price schedule in section-X. Therefore, bidders desiring to offer discount should modify their offers suitably and should also clearly quote net price taking all such factors like discount, free supply, etc. into account.

9.6 The price approved by MTNL for procurement will be inclusive of non CENVAT-able levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above but excluding the CENVAT-able duties which will be paid extra on production of necessary supporting documents. Break-up in various heads of non CENVAT-able duties i.e. CST/VAT, insurance, freight and other taxes paid/payable as per clause 9.2 is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

- 9.7 a) The tender will be decided on the basis of all inclusive lowest price. i.e. Basic cost, CST/VAT, packing, Forwarding, freight and insurance charges . (excluding CENVAT- able Duties & Taxes and Octroi/entry CESS).
- b) If the tendered material has an imported content that related custom head and the applicable duty as per price quoted must be mentioned in the price bid. Bill of entry in respect of goods Imported in India should be produced.
- c) The price is for free delivery at the consignee's premises and no additional freight and forwarding charges will be given.
- d) If there is any reduction in the statutory levies taxes etc. before placement of P.O.,the benefit shall be passed on to the purchaser
- e) Financial bid is to be filled up in the forms/format given .

## **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

10.1 The bidder shall furnish the following documents or which ever is applicable as per terms and conditions of bid documents.

- I. Certificate of incorporation if the bidder is company.
- II. Articles or Memorandum of Association or partnership deed or proprietorship deed as the case may be General Power of Attorney in favour of the signatory in case of Partnership firm/Registered company / Proprietorship firms (except sole proprietor) duly notarized given by all partners in case of Partnership firm, by the resolution of the board given by authorised director(s) in case of company and the proprietor in case of proprietorship.
- III. Deleted
- IV. Approval from Reserve Bank of India/SIA in case of foreign collaboration. (if applicable).
- V. Copy of Valid NSIC certificate, as per clause 12.1 of Section-II, if applicable.
- VI. The material as per Section-V of Schedule of Requirements & Section-VI of Specification.
- VII. Copy of VAT Registration Certificate./ CST Registration Certificate (as applicable).
- VIII. VAT/CST Returns filed up to 31/03/2016 and Declaration as per annexure-'C', reg. CST/VAT Return. (The returns should not be more than one year old prior to the date of opening of the tender).

- IX. 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 (except sole proprietor) 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.
- X. Declaration as per annexure B (Compliance Clause by Clause Certificate).
- XI. Annexure-D (i.e. details of Account Number for e-payment.1) Name of the beneficiary, 2) Name of the beneficiary bank, 3) Beneficiary Account Number, 4) IFSC Code ( for banks other than SBI), 5) Branch Code (for SBI), 6) beneficiary Address 7) Beneficiary Mobile Number, 8) Beneficiary E-Mail ID).
- XII. Documentary proof for the bidder covered under the category of Micro/Medium/Small Enterprises as per the provision of MSMED Act, 2006 (if applicable).
- XIII. Copy of EPF and ESI Registration Number. (if applicable)
- XIV. Photo Copy of PAN Card / Allotment of PAN number from Income Tax department
- XV. The bidder should have successfully executed educational/commercial Purchase orders for a minimum supply as mentioned in clause 2(iii) of section-II of the tendered item/s mentioned in Section-I to MTNL/BSNL/Any telecom service provider, any Central/State/UT/ PSU's in between the period commencing from 01/04/2013 to the date of submission of the bid. (copies of Inspection Certificate, Acknowledged Delivery Challan, Taken Over Certificate, Bill Copy Payable Challan (BCPC) are to be submitted as a proof of experience)
- XVI. Proof of the bidder being an authorised dealer/ distributor of product manufacturing firm. The dealership/ distributorship should be valid as on the date of submission of bid and continue to remain valid throughout the currency of P.O issued under this tender.
- XVII. Copies of audited balance sheet and Profit and loss account for the last three financial years i.e 2012-13,2013-14, 2014-15. OR 2013-14, 2014-15, 2015-16 as the case may be. In case audited accounts are not ready for year 2015-16, unaudited accounts can be submitted and the same is used for calculating average annual financial turnover OR Copy of Certificate from the Chartered Account regarding turn over for the period of three years duly self attested in lieu of balance sheet.
- XVIII. Non Disclosure Certificate as per proforma in Section-XV.
- XIX. Certificate of OEM's as per Section- XIV.

**Note: All the applicable documents be scanned and attached with the technical envelope in the Eprocurement system. At any time if MTNL requires any document for verification the bidder shall submit the documents to MTNL**

**authorities. Failure to produce the documents within the time limit given by MTNL may result in the rejection of the bid, at any stage.**

10.2 The documents with minor infirmity if any, shall be decided by Tender Evaluation Committee and called upon from the bidders.

## **11. DOCUMENTS ESTABLISHING GOODS 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 goods and services, which he proposes to supply under the contract.

11.2 The documentary evidence of the goods and services conformity to the bid document may be in the form of literature, drawings, data and the bidder shall furnish.

- a) A detailed description of the goods, essential technical and performance characteristics.
- b) A list, giving full particulars including available sources and current prices of all spare parts, special tools, etc, necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of goods by the purchaser.
- c) 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. 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 may not be considered.

11.3 For purposes of compliance to be furnished, pursuant to clause 11.2 (c) above, the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive and not restrictive.

## **12 BID SECURITY :**

12.1 (a) Pursuant to clause 7 the bidder shall furnish (as per proforma at Section-VIII), as part of his bid, a bid security for an amount as mentioned in NIT Section-I. 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 OR Rs. 50 lacs (Rupees Fifty Lacs) whichever is lower. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs. 50 Lacs (Rupees Fifty lacs) only. A proof regarding current registration with NSIC for the tendered item(s) will have to be attached along with the Bid Documents.

**Note:** The scanned copy of the bank guarantee for bid security OR NSIC certificate shall be uploaded by the bidder in its bid and original copy of bank guarantee shall be submitted to Sr. Manager(MM-IV) MTNL, at Parel Telephone Complex, Dr. Ambedkar Road, Parel (E), Mumbai -400 012 before scheduled date and time of opening of the bid.

(b) If a vendor registered with NSIC under Single Point registration scheme claiming concessional benefits is awarded work by MTNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/contract by MTNL for 1(one) year from the date of issue of such order. The vendor should attach the proof of current Registration with NSIC for the Tendered Items.

12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.

12.3 The bid security shall be in the form of Bank Guarantee / D.D./ Pay Order issued by a Nationalised/Scheduled bank in favour of the purchaser the *Bank Guarantee should be valid* for a period of 180 days from the date of tender opening.

12.4 The bid not secured in accordance with Para 12.1 and 12.3 may be rejected by the purchaser at the bid opening stage.

12.5 The bid security of the unsuccessful bidders will be discharged / returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause- 13 of Section-II.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance purchase Order (APO)/LOO satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form or
- b) In the case of a successful bidder, if the bidder fails.

i) To sign the contract in accordance with clause 28.

or

ii) To furnish performance security in accordance with clause 27.

- c) In both the above cases, i.e. 12.7 (a) and (b), the bidder will not be eligible to participate in tender by MTNL for one year from the date of issue of APO/LOO. The bidder will not approach the court against the decision of the MTNL in this regard.

The scanned copy of bank guarantee for bid security and NSIC certificate shall be enclosed by the bidder in its bid and original copy of bank guarantee shall be submitted to Sr. Manager(MM-IV), MTNL, Parel Telephone Complex, Dr. Amedkar

Road, Parel (E), Mumbai -400 012, before scheduled date and time of opening of the bids.

### **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 may 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 responses thereto shall be made in writing. The bid security provided under clause 12 may 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:**

14.1 The bid shall be typed or printed, numbered sequentially signed by the bidder or a person or persons duly authorized to bind the bidder to 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 Sr. Manager(MM-IV), MTNL, Parel Telephone Complex, Dr. Ambedkar Road, Parel (E), Mumbai -400 012, before scheduled date and time of opening of the bids.

14.2 Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:

i. Sole proprietor of the firm or constituted attorney of sole proprietor.

ii. A partner of the firm, if it is a partnership firm,

iii. Constituted attorney of the firm, if it is a company.

iv. In case of (ii) above a copy of the partnership agreement and general power of attorney in both cases, attested by a notary public, or affidavit on stamped paper given by all the partners admitting execution of the partnership agreement or the General Power of Attorney duly notarized should be furnished.

v. In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and all other related documents should be signed by every partner, of the firm.

vi. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to sign, such documents and if on enquiry, it appears that the person has no authority to do so, the



MTNL, Mumbai may without prejudice to other civil and criminal remedies, cancel the contract and make or authorise execution of contract/intended contract, at the risk and cost of such person and hold the signatory liable to the MTNL Mumbai for all costs and damages arising from the cancellation of the contract including any loss which the MTNL may have on account of execution of contract / intended contract

#### **D SUBMISSION OF BIDS:**

#### **15 SEALING AND MARKING OF BIDS:**

- 15.1 i) Bids along with documents as indicated in clause 7, clause 10.1 shall be digitally submitted in the format prescribed by MTNL. The supporting documents shall be suitably mapped along with the format.
- ii) Tender opening: Tender will be opened online by the designated tender opening committee of MTNL on the schedule date and time. The representative of the bidders may attend the bid opening either online or at MTNL premises personally.
- iii) The bidders may submit the hard copy of Technical Bid and Financial Bid in two separate sealed envelopes enclosed in single sealed envelope, parallelly along with online submission before the due date and time of opening of the bid. In the event of any discrepancy between the hard copy and the soft copy, the soft copy shall govern/prevail. In case of non functioning/malfunctioning of Eprocurement system, the hard copy will be opened with the approval of the Tender Approving Authority. If any bidder does not submit hard copy, it will be at the bidder's risk. The bids will be recorded / returned unopened if covers are not properly sealed with "OFFICIAL SEAL / STAMP" of the bidder.

Original copies of (i) Document Cost DD, (ii) EMD in the form of DD /Bank Guarantee, (iii) NSIC Certificate (if applicable), (iv) General Power of Attorney on Rs. 100/- stamp paper duly notarized, & (v) Declaration Indemnity Bond (As per pfororma in Section-IX) on Rs. 100/- stamp paper duly notarized shall be submitted before the schedule date and time of opening of the bids, failing which his bid will not be considered.

The names and designation of MTNL officers, who are authorized to receive the above said parallel copy of the bid are furnished below (any two):

Sl..	Name	Designation	Address
1.	Shri J.S.Talekar	SM( MM-IV)	Parel Tele. Complex ,
2.	Shri J.C. Mudigonda	SM( MM-V)	Dr. B. Ambedkar Rd., Parel(E), Mumbai-12.

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

#### **16 SUBMISION OF BIDS:**

- 16.1 Bids must be received by the purchaser not later than the specific time on due date as mentioned in tender document./ eprocurement site.
- 16.2 The purchaser may, at his discretion, extend this deadline for the opening of bids 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.
- 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 alternate offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from a bidder.
- (i) The bid shall be submitted on line as described in the clauses given above. The techno commercial bid along with the relevant documents including the tender document with amendments and corrigendum if any shall be attached in the technical envelop and the financial bid shall be filled in the financial bid form and both shall be submitted on line with the class III authorized individual digital signature of the bidder.
- (ii) The digital signature used shall be authorized and shall be governed by the IT act 2000 and any other amendments to the act. The person authorized to use the digital signature of any organization or firms shall be deemed to have been delegated the authority to enter into contract with MTNL and shall have authority to discharge the tender obligations what so ever given in the tender document

#### **17. LATE BIDS:**

Eprocurement 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 can be modified subsequent to the deadline for submission of bid.

#### **E : BID OPENING AND EVALUATION:**

#### **19 OPENING OF BIDS BY PURCHASER:**

- 19.1 The purchaser shall open bids, at date and time mentioned in eprocurement site. The bidders representative (maximum two) who choose to be physically 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, if declared holiday by the MTNL, the revised date of opening will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## **20 CLARIFICATION OF BIDS:**

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

## **21. PRELIMINARY EVALUATION:**

21.1 The purchaser will evaluate the bids to determine whether these are complete, whether any arithmetical errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 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, if the sum of the components of the unit price is lower than the quoted unit price, then the lower component prices shall become the basis for determining the ordering price.

21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and 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 is liable for rejection.

21.4 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.

21.5 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.

21.6 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.

21.7 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:**

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

22.2 The evaluation and comparison of responsive bids **shall be done item-wise** on the basis of the price of goods offered inclusive of Duties and Taxes (but excluding CENVAT-able Duties & Taxes) CST/VAT, packing, forwarding freight & insurance charges total discounted basic CAMC charges etc. as indicated in the Price Schedule. As stipulated in clause 9.1, Octroi/Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of bids. However, Octroi/Entry Taxes will be paid extra as per actual wherever applicable on production of proof of payment/relevant invoices/documents. The bidders shall be required to offer the schedule of prices in the prescribed price schedule format enclosed at section-X as a total composite price inclusive of all taxes. Separate price schedule is to be filled up in respect of each individual item quoted as per the configuration mentioned in "Schedule of Requirement "at "Section-V". The basic price and all other components need to be individually indicated in the price schedule.

22.3 Any bid having less than one-year warranty will not be entertained.

## **23 CONTACTING THE PURCHASER:**

23.1 Subject to clause 20 & 22, 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 may result in the rejection of the bid.

## **F. AWARD OF CONTRACT :**

### **24. PLACEMENT OF ORDER:**

24.1 The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser or its authorised agency/agencies. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 (a) E.D. MTNL Mumbai reserves the right to award the tendered quantity of Materials as whole or in parts including splitting of quantities among the tenderer (s) participating in the tender.

- (b) E.D. MTNL MUMBAI reserves the right for placement of tendered quantity to one tenderer or more than one tenderer. In case the tendered quantity is placed for more than one tenderer the quantity is likely to be distributed on the following norms.
- (c) MTNL intends to limit the suppliers up to 04 (four) only.
- (d) Distribution of Quantity to successful bidders will be in the following norms.

Sl.No.	Tender component value	Maximum No. of bidders
1	Rs. 50 Lakhs & above.	4 bidders 40% to L-1 and for others in inverse proportion of their quoted rate. If the number of bidders are less than four then the distribution will be as per serial no. (2) or (3) below as the case may be.
2.	Rs. 25 Lakhs & above but less than Rs.50 Lakhs	3 bidders 50% to L-1 and for others in inverse proportion of their quoted rate. If the number of bidders are less than three then the distribution will be as per serial no. (3) below.
3.	Rs. 10 Lakhs & above but less than Rs.25 Lakhs	2 bidders. 70% to L-1 bidder and 30% to the L-2 bidder. If the number of bidder is only one then the whole quantity will be offered to the eligible bidder.
4.	Less than Rs.10 Lakhs	One bidder only.

**Note:**

- (a) In case the quantity is to be distributed among two bidders and L-2 bidder does not accept the counter offered (L-1) price unconditionally, the L-2 quantity may be offered to L-3, L-4, L-5..... bidders at L-1 price to meet the requirement of the tender, if delivery schedule can be complied with.
- (b) In case the quantity is to be distributed among three bidders and not more than two bidders accept the offer (i.e., L-1 and another out of the remaining bidders down the ranking L-4, L-5.....) then, the quantity may be distributed in the ratio 70:30 between L-1 and other successful bidder at L-1 price to meet the requirement of the tender. In case no bidder accepts L-1 price, then L-2 & L-3 quantities be offered to L-1 bidder to meet the requirement, if delivery schedule can be complied with.

Any attempt of cartelization will be viewed very seriously and any such move of which MTNL will be sole judge shall entail summary disqualification of the bidders concerned. Their EMD/ Security Deposit shall be forfeited and they may be debarred from further participation in MTNL tenders for two years.

**25. PURCHASER'S RIGHT TO VARY QUANTITIES:**

- MTNL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- In exceptional situation, if it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of

the value of the goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning /commercialization of the project (date of acceptance of APO of the items procured in case where no installation ,commissioning is involved) 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 within a period of twelve months from the date of commissioning/commercialization of the project(date of acceptance of APO of the items procured in case where no installation , commissioning is involved) 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 due approval of the board).
- d. Explanation: For the purpose of clause (b) & (c) above, date of commissioning /commercialization of the project shall be taken as date on which the commercial utilization of the equipment is started by MTNL for provisioning of services to subscribers.
- e. Purchaser reserves the right to reduce the quantity as per their requirement/s.

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

26.1 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 PURCHASE ORDER / LETTER OF ACCEPTANCE :**

- 27.1 The issue of an advance purchase order / letter of offer shall constitute the intention of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the APO/LOO, give his acceptance along with performance security in conformity with Section-XI of the bid documents.

**28 SIGNING OF CONTRACT:**

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

## **29 ANNULMENT OF AWARD:**

29.1 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.

29.2 The bidder has to give a certificate as per clause 34. Format is given In Section-IX.

## **29.3 PERIOD OF EXECUTION:**

The delivery of the equipment/goods and documents shall commence from the date of issue of P.O. and for emergent requirement, MTNL reserves the right to seek delivery within 21 days from the date of PO for at least 25% of the quantity. However the 100% delivery should be completed within 45 days from the date of issue of P.O.

## **PRICE FOR ORDERING:**

a) The price fixed by MTNL shall remain valid for a period of delivery schedule stipulated under the Schedule of requirements at section V. Increase and decrease of taxes and duties will not affect the prices during the originally offered schedule. MTNL may issue "C" form towards levy of central sales tax.

b) In case of delayed supplies, after delivery period, the advantage of reduction of taxes / duties shall be passed on to the purchaser i.e. MTNL and no benefit of increase will be permitted to the suppliers.

## **c) INSTRUCTIONS FOR FIRMS REGISTERED WITH NSIC:**

The Registration certificate issued by NSIC should be valid and current and also include the items for which the bid is made. In the absence of above the bid will not be considered as exempted from fulfilling of EMD and the offer will be treated as non-responsive. Any Firm/Authority quoting on behalf of others viz. NSIC or small scale emporiums etc. should furnish their Sales tax registration certificate and other certificates, if any from the Department .of Industry etc., showing their authority to transact business, on behalf of other firms, of the works/items for which the bid is floated.

## **30 QUALITY ASSURANCE REQUIREMENTS:**

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

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of quality.
- Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- System of Inward Goods Inspection.

- System for tracing the cause for non-conforming (trace ability) and segregating product, which don't conform to specifications.
- Configuration management and change control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- Type Approval Certificate issued / The material as per Specification mentioned in Section-V of Schedule of Requirements & Section-VI of Specification.

### **31 Summary Rejection of Bids :**

While all the conditions specified in the bid documents are critical and are to be complied with A special attention of bidders is invited to the following clauses of the bid documents, non-compliance of any one of which may result in outright rejection of bid :

- i. Any bid, received late without conclusive proof that it was delivered before the specified closing time.
  - ii. Any bid received not in accordance with Clause 12, 13, 14&15 of Section-II of the tender document.
  - iii. Any conditional bid.
  - iv. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in Section-X Price Bid Schedule.
  - v. Any effort by a bidder to influence the purchaser in the bid evaluation, bid comparison or contract award decision may also result in rejection of the bid.
- 32 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment/goods in time. Further, the suppliers whose equipment/goods 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 (the bidder) 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 bid may also sign this bid on behalf of the entire directors/ partners/ proprietor. Due to any breach of conditions by the company or firm or any other person the bid 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 from further participation in the concerned unit.



The near relatives for this purpose are defined as:

- a) Members of a Hindu undivided family.
  - b) Spouse.
  - c) The one is related to the other in the manner as father, mother, son(s)& son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
  - d) The format of the certificate to be given is as per section-IX.
- 35 Bidders are hereby cautioned that any attempt at cartel formation will be viewed seriously and may, at the discretion of purchaser, lead to cancellation of bids of such bidders and/or the tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.
- 36 Different firms or companies having any common partner(s) or Director(s) 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 the one 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 the one 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.
- 40 In case the document is downloaded from internet, the valid tender document being referred to will be the printed copy available with MTNL only.
- 41 Acceptance/Non-acceptance of the tender offer:
- a) Acceptance of the tender offer will be communicated to the tenderer by a "Letter of Acceptance" note from O/o DGM(IT-CM) / SM(IT-PC). The Earnest Money of the successful tenderer(s) shall be compulsorily adjusted (except in case of Bank Guarantee) towards the Performance security deposit and only balance amount shall be payable by him.
  - b) Non-acceptance of a tender will be advised by 'Non-acceptance letter' along with sanction letter for refund of the earnest money, if any.

42 The Earnest Money, if not forfeited, will be refunded to the bidders, after finalization of the tender.

**43 The successful tenderer will also have to execute:**

- i) **An Agreement in the prescribed form on a stamp paper of Rs.100/-; &**
- ii) **Contract in the prescribed form within 2 weeks from the date of 'Letter of Acceptance'.**

44 Acceptance of Tender:- On receipt of Performance security deposit and execution of Agreement, 'Final Acceptance of Tender' letter will be issued by Sr. Manager (IT-PC) within two weeks. Sr .Manager (IT-PC) will return a signed photocopy of the agreement & Contract to the supplier.

**45 FORFEITURE OF EARNEST MONEY :** The Earnest Money will be forfeited if either, the tender offer is withdrawn before its finalisation within its validity period. OR if the successful tenderer fails to pay the 'performance security' and/or execute the Agreement within 3 weeks from the date of 'letter of acceptance' against his tender offer.

**46 DISQUALIFICATIONS :** The indenter reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the Indenters.

**47 INSOLVENCY AND BREACH OF PURCHASE ORDER:** The indenter may at any time by notice in writing summarily cancel the order without compensation to the contractor in any of the following events :

47.1 If the contractor being an individual or of a firm, any partner thereof, shall at anytime be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

47.2 If the contractor being a company is wound up voluntarily or by the order of a court, a Receiver, Liquidator or Manager is appointed on behalf of the debenture holders or circumstances have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

47.3 If the contractor commits any breach of the work Order not herein specifically provided for Provided always that such determination shall not prejudice any right of action or remedy which shall have occurred or shall occur thereafter to the Indenter and provided also the contractor shall be liable to pay to the Indenter for any extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on repurchase.

**48. CONTRACT PERIOD:**

48.1 The contract is valid for one year from the date of agreement made. The last day of the month in which the contract expires will be the expiry date for the contract.

- 48.2 If the contract is awarded to more than 1 tenderer, the contract period will be 1 year from the date of signing of the same by the 1<sup>st</sup> tenderer.
- 49 EXTENSION OF CONTRACT: MTNL, Mumbai reserves the right to extend the contract for a further period of six months at the same terms and conditions, from the expiry date of the Contract.
- 50 All legal disputes are subject to the jurisdiction of Mumbai Courts only to the exclusion of all other Courts.
- 51 Any attempt to negotiate directly or indirectly on the part of the tenderer with authority competent to finally accept the tender or influence the acceptance of the tenders by any means will render his bid liable to exclusion from consideration.
- 52 All communication sent to the last known postal address of the supplier shall be deemed to be delivered to him. So, if there is any change in address, the supplier should immediately intimate it to Sr. Manager (MM-IV).

## **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:**

The goods 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 10% of the value of purchase order within 14 days from the date of issue of APO/LOO by the purchaser. The suppliers (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of performance security up to the amount equal to their monetary limit OR Rs. 50 lacs (Rupees Fifty Lacs) whichever is lower. In the case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs. 50 Lacs (Rupees Fifty lacs) only. A proof regarding current registration with NSIC for the tendered item(s) will have to be attached along with the Bid Documents.

The certificate should have been valid for 24 months from the date of signing the agreement. NSIC should be revalidated well before expiry to cover the period of 24 months. failing which performance security i.e. 10% of the value of purchase order will be deducted from the bill payment.

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

4.3 The performance security bond shall be in the form of a bank guarantee issued by a Nationalised Bank / Scheduled Bank and in the form provided in Section-XI of the bid document. The performance security can also be paid in either by D.D. or by Pay Order.

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

4.5 The PBG shall be normally valid to cover the delivery period, any D.P. Extension, warranty period and another six months to facilitate issuance of TOC / NOC from

the consignee. The PBG shall be liable to be released to the supplier after warranty obligations are completed and consignee shall be responsible to issue instructions *for withholding* of PBG if required.

- 4.6 The performance security bond shall be in the form of a bank guarantee issued by a Nationalized/Scheduled bank and in the form provided in the bid documents for a period of 54 months from the date of signing the agreement.
- 4.7 The performance security will be discharged by the purchaser after completion of the supplier's performance obligations within a period of six months of the successful completion of warranty period unless there are specific instructions from the consignee not to release the B.G. due to the reasons on record.
- 4.8 MTNL shall not be liable to pay any Interest on security money deposited

## **5 INSPECTIONS AND TESTS**

- 5.1 The purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the purchaser decides to conduct such tests on the premises of the supplier or its sub-contractor(s) all reasonable facilities and assistance like, testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof are found defective, the same shall be replaced free of all costs to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of the equipment as the case may be, which is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier

5.5 When the performance tests called for have been successfully carried out, the Inspector/ultimate consignee will forthwith issue a taking over certificate. The inspector/ultimate consignee shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects in the equipment, which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The taking over certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bill Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound conditions. However, they shall not discharge the supplier of their warranty obligations. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".

Nothing in clause 5 shall in any case, release the supplier from any warranty or other obligations under this contract.

Inspection and testing shall be as per provisions in the Specifications with latest amendments.

5.8 Unless specified otherwise inspecting authority shall be as mentioned in Purchase Order.

5.9 Payment to BSNL QA for testing of equipment:

(i) If the QA testing is carried out by BSNL QA, then the suppliers of MTNL Mumbai shall make payment to BSNL QA on behalf of MTNL Mumbai @ 0.5% of ex-factory value of equipment+ applicable service tax., BSNL QA shall issue a receipt in the name of MTNL Mumbai for the testing charges clearly mentioning the details of P.O, equipment description etc.

(ii) The supplier shall submit the above receipt in original to MTNL Mumbai for reimbursement of the payment after the equipment has been delivered to MTNL Mumbai.

## **6 DELIVERY AND DOCUMENTS:**

6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment/goods shall be to the ultimate consignee as given in the purchase order.

6.2. The delivery of the equipment/goods and documents shall commence from the date of issue of P.O. and for emergent requirement, MTNL reserves the right to seek delivery within 21 days from the date of PO for at least 25% of the quantity. However the 100% delivery should be completed within 45 days from the date of issue of P.O. However the actual delivery schedule will be as per purchase order and is binding on the supplier *In case of delayed supply after the delivery period the advantage of reduction of taxes/duties shall be passed on to the purchaser and no benefit of increase will be permitted to the supplier.*

6.3 All technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the supplier at no extra cost during laboratory evaluation, validation/type approval and field trial, if any.

7. **TRAINING** : (deleted)

8. **INCIDENTAL SERVICES** : (deleted)

## 9. **WARRANTY & Comprehensive Annual Maintenance Contract (CAMC)**

The complete engagement period shall be 6 years i.e. 3 years of warranty & 3 years of CAMC. During the entire period, the vendor shall be responsible for overall maintenance of the equipments and ensure its proper working. During the warranty period, no payment shall be made whereas during CAMC period, the CAMC charges shall be paid on quarterly basis on satisfactory performance. The vendor shall carry out preventive maintenance as specified.

### **Terms and Conditions of Warranty and CAMC :**

- i) Vendor should provide Warranty of Three Years for the equipments procured.
- ii) The CAMC will be valid for three Years after warranty period.
- iii) The Cost of CAMC per year should be quoted separately exclusive of service tax. Service tax will be paid at prevailing rate.
- iv) For Post warranty period, the vendor must enter into the Comprehensive Annual Maintenance Contract (CAMC) with operating field units / concerned Nodal Officer as per prescribed format given at Section - XVI, one month before the expiry of warranty period. The validity of the CAMC-PBG shall be 42 months from the date of signing the CAMC contract.
- v) The performance Bank Guarantee for CAMC period @ 10% value of the 3 Year's total CAMC cost should be submitted with operating field units { SM(Admn) of various GM units } before entering in to the CAMC Agreement . The PBG shall be valid for 42 months from the date agreement CAMC.
- vi) Operating field units i.e. Sr. Manager (Administration) of various GM units of MTNL, Mumbai will be consignee / Nodal Officer for their respective GM Units. SM(Admn) of respective GM units shall enter into CAMC agreement for the PCs supplied in their units. Similarly SM(Admn) of respective GM units will be custodian of PBG during CAMC period, pay quarterly CAMC charges to the vendor and also they may levy penalty to vendor for delay in attending faults booked.
- vii) The vendor should have the adequate and sufficiently trained technical personnel(s) to repair the faults during Warranty & CAMC period.
- viii) The vendor should have 24X7 support contact number and must have a office within Mumbai city Limit. If there is any changes of company address, it should be intimated to purchaser in writing.
- ix) In case any equipment goes faulty it should be repaired or replaced within the prescribed time limit otherwise action will be initiated as per clause 19 of section IV ( Special Conditions of Contract ).
- x) Bidder has to ensure that, during Warranty period and CAMC period there will be 99% of uptime.

- xi) In case any of equipment is not working due to any reason during Warranty and CAMC period, vendor has to make it sure that it is repaired within stipulated time period.
- xii) The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against CAMC in each field unit and fulfilment of other obligations of CAMC or P.O. which are prerequisite for release of the PBG.

- 9.1 The supplier 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 supplier/Contractor shall be responsible for any defects that may develop under the conditions provided by the supplier/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, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date or 54(Fifty Four) months after the stores have been taken over.
- 9.2 If it becomes necessary for the supplier/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 54(Fifty Four) 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 get the defects remedied from other supplier etc. at the supplier's/contractor's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 9.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.
- 9.4 The Comprehensive Annual Maintenance Contract (herein after called CAMC) shall be for three years after the warranty period. The Bidder has to quote his CAMC rates for three years. He has to sign an agreement as per format of Section XVI, on expiry of warranty period. The CAMC shall include the cost of labour & goods required for maintenance.
- 9.5 The CAMC shall start immediately after warranty period ends. Entering in to such CAMC after the expiry of Warranty period is mandatory for the bidder. However, entering into such CAMC after the stipulated warranty period of three years will be at the discretion of the MTNL .
- 9.6 During this period of Warranty & CAMC the successful bidder (herein after called the Contractor), without any additional financial implication, shall



1. Ensure comprehensive maintenance of the equipments.
2. Diagnose the faults.
3. Rectify the faults.
4. Repair/replace the faulty PCB and any other part etc. of the equipment.
5. Carry out the periodic preventive maintenance once in a quarter.
6. Upkeep the software, if any required.

9.7 MTNL reserves right to terminate the CAMC contract at any time without assigning reasons after giving 30 days notice.

9.8 In the Financial bid, the CAMC rates shall be quoted in terms of percentage of the total cost as well as the amount itself.

## 10 PAYMENT TERMS:

10.1 Payment of **90% prices** (excluding CENVAT-able duties and taxes) shall be made after **Supply** of the material. For claiming this payment the following documents are to be produced before paying authority. All payments will probably be made either through ECS or e-Payment.

- (i) Invoice in triplicate clearly indicating break up details of composite price i.e. basic price, Sales/VAT and other CENVAT-able duties and taxes, Freight /Packing charges etc.
- (ii) Delivery Challan duly acknowledged by consignee (in original).
- (iii) Supplier certificate for dispatch.
- (iv) Excise gate pass, challan of excise duty, invoice or equivalent document.
- (v) Inspection certificate, wherever applicable.
- (vi) Consignee receipt based on Bill of Material. The consignee shall issue the receipt of material only after the production of Excise Gate Pass by the supplier.
- (vii) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any.
- (viii) Proof of payment of octroi/entry tax etc., if any.
- (ix) Successful A/T Memo and taking over certificate.
- (x) Bill of entry in respect of goods imported in India.
- (xi) Packing Slip (in triplicate).
- (xii) Bank details for payment through ECS / e-Payment  
(a) A/C No., (b) Name of the Bank, (c) Branch Address,

(d) Bank Code /MICR No., (e) Type of A/C No. i.e. SB / Current / OD.

**10.2 The balance 10% payment:** Shall be released within 6 months after successful **Installation, Commissioning, Testing & TOC** of the system. For claiming this payment the following documents are to be produced before paying authority.

(a) Invoice in triplicate clearly indicating break up details of composite price i.e. basic price, Sales/VAT and other CENVAT-able duties and taxes, Freight /Packing charges etc.for balance amount to be paid.

(b) Taken Over-Certificate / Installation / Commissioning Report duly signed By Consignee /Custodian for the newly installed PC along with his/ her mobile no.

(c) Warranty certificate for **three year** from the date of TOC.

10.3 Payment of CENVAT-able duties and taxes shall be released as per actual on production of necessary supporting documents i.e. excise/customs invoices etc. in respect of the Duties/Taxes which are CENVAT-able subject to the provision of clause 9.4 of Section-II of the Tender document. If the supplier fails to furnish necessary supporting documents i.e. Excise/Custom invoices etc. in respect of the Duties/Taxes which are CENVAT-able, the amount pertaining to such Duties/Taxes will not be paid.

**10.4 No payment will be made for goods rejected on testing.**

10.5 The payment to successful bidder will be made through ECS/EFT by paying Authority. Hence the bidder has to furnish the following details: -

Account Number for e-payment.1) Name of the beneficiary, 2) Name of the beneficiary bank, 3) Beneficiary Account Number, 4) IFSC Code ( for banks other than SBI), 5) Branch Code (for SBI), 6) beneficiary Address, 7) Beneficiary Mobile Number, 8) Beneficiary E-Mail ID.

**10.6 Claiming CAMC Charges :** Payment for CAMC charges shall be made quarterly by operating field units upon satisfactory completion of work.

For claiming CAMC charges, the vendor shall submit the following Documents:-

1. Quarterly Bill in triplicate.
2. Preventive maintenance service reports.
3. Satisfactory Certificate from the MTNL officer in-charge.
4. Calculation of penalty, if any.
5. Pre Stamp Receipt.

10.9 All payments will be in Indian Rupee only and no variation in dollar value will be accepted.

## **11 PRICES:**

a) Price charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the supplier in his bid.

- b) In the case of revision of non CENVAT-able Statutory Levies/Taxes during the finalisation period of tender, the purchaser reserves the right to ask for reduction in the prices. However no increase shall be permitted.
- c) The price once fixed will remain valid during the schedule delivery period. Increase and decrease of taxes and other statutory non-CENVAT-able duties will not affect the price during this period. Revision of CENVAT-able duties (both increase & decrease) shall be allowed while reimbursing the same.
- d) Any increase in taxes and other statutory non CENVAT-able duties/levies after the expiry of the delivery date shall be to the supplier's account. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier. The revision of CENVAT-able duties (both increase and decrease) shall be allowed while reimbursing the same in the extended delivery period.
- e) Vendor should furnish the correct E.D./Customs tariff Head in the Price Schedule. If the credit for Duties and Taxes under CENVAT Credit Rules 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head or any other reason, then the vendors will refund such non-admissible amount, if already paid along with penalty if charged by the concerned authority.
- f) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the Price Schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rule 2004, then the supplier is to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT Credit provided such Credit is still available for the amount so paid as per CENVAT Credit Rule 2004. However, in case the CENVAT Credit is not available for this amount then the vendors will refund the amount equivalent to such Duties & Taxes if already paid to them.
- g) The purchaser reserve the right to ask the bidder to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the Tariff Head furnished against the particular tendered items by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./Customs Tariff notifications.
- h) The basic prices of items for any requirement for add on order and Phase-II shall remain firm. The duties / taxes shall be paid as per rates applicable at the time of placement of orders ( both CENVAT-able and Non CENVAT-able) for phase –II and any add on orders.

## **12 CHANGES IN PURCHASE ORDERS:**

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

- a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser;
- b) The method of transportation or packing.
- c) The place of delivery; or the services to be provided by the supplier.

12.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract, and 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 his clause must be made within 30-days from the date of the receipt of the change in order.

### **13 SUB-CONTRACTS:**

The bidder can not assign / transfer and sub-contracts it's interests/obligations under the contract without prior written permission of the purchaser. The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract.

### **14. DELAYS IN THE SUPPLIER'S PERFORMANCE:**

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

14.2 Delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

14.3 (a) If at any time during performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall promptly notify to the purchaser in writing the fact of the delay, its likely duration and its cause(s).

As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract subject to furnishing of additional bank guarantee by the supplier @ 10% of the total value of the purchaser order.

(b) The vendor has to submit their request for extension along with the required additional BG, undertaking as per clause 26 of section – III (fall clause). The

decision regarding extension shall be communicated within the two weeks of the receipt of the request.

- (c) The initial validity of the additional bank guarantee shall be one year for supply of goods and one and half year for turnkey project. The validity of the bank guarantee may be extended if required.
- (d) The additional bank guarantee shall be released after the three months from the date on which the equipment is supplied in case tender envisages only supply of goods. In case of turn-key projects where the scope of work includes supplies, installation and commissioning of equipments, the additional bank guarantee shall be released after three months from the date of commissioning of the complete projects.

**[Note:** In exceptional cases, where it becomes necessary to grant Delivery period extension beyond 20 weeks, the same shall be granted by ED concerned in case of Purchase Orders issued by units and CMD MTNL in case of Purchase Orders issued by Corporate Office]

[Hint: Each case of delivery extension shall have to be examined a fresh vis-à-vis the prevailing market prices]

14.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and the performances securities and additional bank guarantee shall be forfeited

## **15. LIQUIDATED DAMAGES:**

15.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damages under clause 15.2 below.

15.2(a) For delivery of Stores: Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another 10(TEN) weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges will be levied as above on the total value of the concerned package of the purchase order.

(b) The Liquidated damages, as per clause 15.2(a) above shall be limited to a maximum of 12%, even in case the D.P. extension is given beyond 20 weeks.

15.3 DELETED.

15.4 Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier. In addition to replacement/repair of faulty/defective stores/material within the warranty period, MTNL reserve the rights to recover any penalty to the extent of 50% of the cost of such stores in view of the inconvenience, and the same is without any prejudice. apart from penalty as specified above, MTNL reserve the right to debar the vendor from participating in future tenders.

If on later date it is found that the levies & taxes which are supposed to be deposited with the concerned Government authority are not paid, for which clearance has been given, MTNL reserves the rights either to short close the purchase order or to place purchase order on other eligible vendor/s. Payments in lieu of supplies already made will be stopped until the clearance is obtained.

Octroi/Entry CESS will be excluded for calculating L.D. Charges.

## **16 FORCE MAJEURE:**

16.1 If at anytime, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract is be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic quarantine restrictions, strikes, lockouts or acts of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance, or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

16.2 Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser. Which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the supplier at the time or the such termination or such portions thereof as the purchaser may deem fit, except such materials, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

## **17 TERMINATION FOR DEFAULT:**

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

a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to clause 16

OR

b) If the supplier fails to perform any other obligation(s) under the contract, and

c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

17.2 In the event the purchaser terminates the contract in whole or in part, pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the payments thereof and can also claim a set off of any dues payable under the contract to the vendor against his claim any dues under the contract or any previous contract.

17.3 Quality assurance conducting agency while clearing the equipment / stores will strictly adhere to the package discipline as described in purchase order supplies made in full, as per purchase order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.

## **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, as declared by the competent court provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **19 ARBITRATION:**

19.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the ED, MTNL, Mumbai or in case his designation is changed or his office abolished then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the ED, MTNL, Mumbai or by whatever designation such an officer may be called (herein after referred to as the said officer), and if the ED, MTNL, Mumbai or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the ED or the said office. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Govt. servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Govt.

servant he has expressed his views on all or any of the matters in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason what so ever, the ED, MTNL, Mumbai or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and a person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 19.2 The arbitrator may, from time to time, with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 19.3 The venue of the arbitration proceedings shall be the office of the ED, MTNL, Mumbai or such other places as the arbitrator may decide.
- 19.4 The commercial disputes between Central Public Sector Enterprises inter se and Central Public Sector Enterprise(s) and central Government Departments shall be settled through PMA in the Department of Public Enterprises the guidelines for which have been circulated by DPE vide letter No.4(1)/2011-DPE(PMA)-GL dtd. 12/06/2013.

## **20 SET OFF:**

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

- 21 The bidder should furnish the name of his collaborator (if applicable), brand name, model No. and type of the products offered in his tender bid. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

## **22 SUBJECT LAWS & JURISDICTION:**

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

## **23. THE PURCHASE ORDER WHEN ISSUED TO THE SUCCESSFUL BIDDER CONSTITUTES THE CONTRACT:**

The purchase 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 by the bidder and the non-performance of any or all of such obligations make the contractor liable for consequential effects.



The stores to be supplied as per section V of Tender Document shall be guaranteed against defects /defections and a warranty declaration in form at section IX duly signed shall also be submitted along with the bid.

**24. PROTECTIVE CLAUSE:**

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

**25. EXECUTION OF TIME LIMIT:**

The time period as stipulated in the contract or LOO/APO/P.O. shall be deemed to be the essence of the contract.

25.1 Purchaser has the power to alter the time of submission of the bids and opening of the bids at his discretion.

25.2 Purchaser has got the power to modify, alter any terms & conditions as long as these are uniformly applied to all.

25.3 Normally negotiations shall be carried out with L-1 bidder only.

**26. FALL CLAUSE:**

26.1 The prices will be governed as per provisions in clause 11 (Prices) of section-III. Further, if at any time during the contract,

(a) It comes to the notice of the purchaser regarding reduction of price for the same or similar equipments/ 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 derive 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 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.

26.2 (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 sell price, and /or offered to sell the same or similar equipment/service to any person/organisation including department of central/state government or any central / state PSU’s at a price lower than the price chargeable under the contract for scheduled delivery period”.

(b) In case undertaking in clause 26.2 (a) is not applicable the vendor will give the details of prices, the names of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

**SECTION-IV**  
**SPECIAL CONDITIONS OF CONTRACT.**

- 1 The SPECIAL CONDITIONS OF CONTRACT shall supplement ‘**Instructions to the Bidders**’ as contained in Section-II & “**General (Commercial) Conditions of the Contract**” as contained in Section-III and wherever there is a conflict, the provision herein shall prevail over those in Section-II and Section-III.
- 2 SPECIAL CONDITIONS shall supplement various instructions / commercial conditions and specification for goods/services as contained in bid documents. In case of any contradiction, the provisions herein shall prevail.
- 3 Technical bid shall be opened and examined first and price bids of only technically eligible bidder(s) shall be opened at a later date.
- 4 A copy of Price bid without prices should form part of technical bid. This shall constitute bill of material.
- 5 The purchaser reserves the right for the placement of order of entire tender quantity on the supplier with lowest evaluated price (all inclusive). MTNL shall also reserve the discretion or right in deciding the number of suppliers on whom the orders shall be finally placed. Distribution is, however, to be made normally as per Para 24 of Section -II.
- 6 **Supplies will be accepted after quality assurance certificate by inspecting Authority assigned by MTNL in P.O.**
- 7
  - i) The bank guarantee for bid security as prescribed in clause 12 of Section-II of the bid documents shall be submitted before the schedule date and time of opening of the bids. The bank guarantee so submitted shall be as-per the format given in SECTION-VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.
  - ii) In case where the document of bid security is not submitted in the manner prescribed under clause 7(i) above, the techno commercial and financial offer SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED UNOPENED. .
  - iii) Hard copy of the Sealed Bids collected from the vendors be signed by the bids opening Committee at the time of opening the electronic bids and in case of any anomaly, the bids should be opened in front of all the vendors called by a special notice on the specific date. The bid will be recorded / returned unopened if covers are not properly sealed with “ official seal / stamp” of the bidder.
  - iv) (1) If the bidder, due to non-functioning / malfunctioning of the E-Procurement System could not upload the bid electronically before the last date of submission of the bid, the hard copy of the bid will be considered.

- (2) The competent Authority may extend the last date of submission of the bid in case the problems at E-Procurement System are confirmed.
- (3) The bidders may submit the hard copy parallelly along with online submission before the due date and time of submission of the bid. In the event of any discrepancy between the hard copy and the soft copy, the soft copy shall govern/prevail. In case of non functioning/malfunctioning of Eprocurement system, the hard copy will be opened with the approval of the Tender Approving Authority. If any bidder does not submit hard copy, it will be at the bidders risk.
- (4) Except for the condition at clause 7 (iv) (1), only electronically uploaded bids will be processed.

**8** The small scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concession available to such units inclusive of bid security should submit documents in respect of their monetary limit, financial capability registration renewal, details and monthly production schedule duly certified by NSIC photocopies of such documents should be attested as per existing rules.

**9.** Supplies will be accepted only after quality assurance tests are carried out by quality assurance wing of DOT as per prescribed test schedule and material passing the tests successfully and after excise gate pass issued by excise authority, Govt. of India for the purpose if the goods are excisable.

**10** The bidder shall bid for a minimum quantity of 100% otherwise bid shall not be evaluated

**11** Purchaser reserves the right to impose penalty up to 50% of the value of defective material supplied in addition to replacement.

**12** In case of any discrepancy between words and figures, the amount indicated in words will prevail and any conditional discount will be taken as absolute discount

**13** Purchase order will be placed in staggered manner.

#### **14 PACKING**

The supplier shall pack the stores suitably for its transportation by rail and / or road so as to ensure their safe arrival at the consignee premises i.e. free from any loss or damage. The packing of the stores shall be done by the supplier at his own expense.

#### **15 MARKING**

The material shall be embossed clearly to identify with following information on the body of store 1) Sl.No. and Batch No. , 2) Month and year of manufacturer., 3) Manufacturer's trade mark or initial. 4) Logo of MTNL. 5) Warranty Period, 6) Contact Number.

**16** Quality assurance conducting agency / consignee shall while clearing the equipment / stores strictly adhere to the package discipline as described in P.O or

Spec. and supplies made in full of all the contents of the kits during delivery period only will be deemed to have been supplied within delivery period.

17. The bidder should submit the technology, make and model in respect of each item including name and version of the software for which the offer has been given. The technical documentation supplied in respect of compliance shall relate only to such technology, make and model for equipment and name and version of software. MTNL Mumbai at its discretion, in exceptional cases, after opening the tender with reason recorded in writing with the approval of the ED may allow changes provided that the change equipment is of equal or higher version / capacity than the offered product in the tender.

18. **P.O. shall be placed by the GM(IT) Unit as per requirement.**

**19. PERFORMANCE DURING CONTRACT**

19.1 The Bidder shall provide technical support on 24x7x365 basis. The faults will be reported over phone by MTNL authorities. The process shall be given along with the technical bid.

19.2 Faults intimated on telephone before 12.00 hrs. On any day should be attended before 17.30 hrs of the same day. No fault should be allowed to remain unattended for more than 24.00 hrs. From the time the complaint is handed over. (excluding holidays)

19.3 Failure to comply with the time schedule will invite penalty conditions as below. In case of faults pending for more than 24 Hrs or not replaced by a compatible standby equipment (same or higher version) during Warranty period or CAMC period, a penalty equivalent to 0.5% of the CAMC charges per quarter shall be levied per day.

19.4 Ceiling: - Penalty will be calculated on quarterly basis and the maximum penalty will be CAMC charges per quarter per System. The penalty will be calculated during the warranty as well as the CAMC period. During the warranty period, the penalty will be recovered from the amount payable to the vendor, if any or recovered from the Security Deposit for warranty period, which will be replenished by the vendor at the end of each year. During CAMC period, the penalty will be recovered from the CAMC charges and or security deposit for CAMC period, which will be replenished by the vendor at the end of each year.

19.5 The bidder shall not claim to the damages caused to the equipment during warranty period or during CAMC on the ground of failure of proper operations of the equipments through trainees.

19.6 In case of any dispute in the penalty calculation, the decision of GM (IT) or any officer nominated by GM(IT) will be final and binding on both the parties.

19.7 The damage to the equipment due to intentional mishandling by MTNL staff and damage and breakage due to accidental falling of the PCs will not be covered under CAMC. The repairs for such shall be carried out on actual payment basis.

The vendor shall get it in writing from the MTNL officers concerned before taking such equipments for repairs.

- 19.8 If the contractor does not respond to the field units's complaint within 4 hrs of reporting of the fault then field will get the faulty equipment repaired through another firm/agency and any loss thus incurred by MTNL will be recovered from the contractor.

## **20. SCOPE OF WORK OF THE SUPPLIER UNDER THE CONTRACT**

20.1 Supply, Installation and Commissioning of PCs

20.2 To provide proper user manuals for the user.

20.3 CAMC support during the contract period.

20.4 The Vendor has to make the PCs operational.

## **21. TECHNICAL SUPPORT AND MAINTENANCE:**

1. The supplier shall have proper back to back support arrangements with OEMs and in-house maintenance capability and should have supporting trained personnel stationed at Mumbai. An undertaking from OEM is to be submitted along with the tender.

2. The supplier shall be responsible for the complete technical and maintenance support during warranty and subsequently during CAMC period, at least, for six years including warranty period.

3. The supplier shall maintain a chronological history logbook giving details of various events happened and corrective action taken.

4. The supplier shall supply, Test, replace spares in case faulty item is required to be sent to repair centre for repairs.

v) The bidder should have a technical office set up in Mumbai or Navi Mumbai or Thane District. The bidder shall have facilities and capabilities to provide complete maintenance support during the warranty and CAMC periods.

vi) The Vendor has to demonstrate the compatibility of the equipments supplied as pre condition for qualifying in the technical bid.

## **22. PRODUCT LIFE AND FUTURE SUPPORT:**

The supplier should ensure that all products offered are using current generation technologies and also ensure that they are not using technologies becoming obsolete in near future. It should be possible to upgrade, within the purview of technical specifications given in the bid document, the products offered, as and when desired, during the period of next 4 years. The product support (including spares) must be available for four years. **Certificates to this effect must be submitted along with technical bid. The certificate must be signed by OEM's authorized person as per Section XIV.**

## **23 SAFETY REQUIREMENTS**

Special care shall be taken to avoid any possibility of shocks from any points accessible to the user. Proper isolation and surge protection shall be provided.

## **24. PROTECTION**

The system shall be protected from voltage transients and electrical noises present in the environment. The system shall also not affect normal functioning of the telecom equipments.

## **25. ACCEPTANCE TESTING**

Acceptance testing will be carried out by the officers nominated by MTNL Mumbai. It is the responsibility of the vendor to offer for A/T as per the spec/ SRS and Approved ATP documents, given in the tender. It will be the responsibility of the vendor to arrange the entire environment, as well as the testing/measuring equipment at the time of testing.

## **26. BIDDING BY SAME FIRMS**

**27.1 Different** firms or companies having any common partner(s) or Director(s) 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 the one with the lowest quote shall be rejected summarily.

**27.2** In case more than one offer for any tendered item is received from the same bidder, then all such offers except the one with the lowest quote shall be rejected summarily.

## **28. GENUINNESS OF DOCUMENTS**

Genuineness of the papers is the responsibility of the bidder. If at any stage it is found that the document 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.

## **29. FRAUD AND MISAPPROPRIATION**

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.

## **30 INDEMNIFICATION.**

**30.1** 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 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.

**30.2** 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.

30.3 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.

**31. EXCLUSIVITY**

The Agreement shall not restrict MTNL from contracting for identical or similar goods and/or services from any other person.

**32. DISCLAIMER**

MTNL shall not be liable for any inaccuracies in the Tender & its sections. MTNL has provided its best efforts to give the details according to its best knowledge and experience. If any details change, MTNL shall provide notice so that the Proposals may be altered accordingly.

**33. TAXATION**

Unless otherwise provided for, the vendor shall collect and remit all applicable Government taxes in force on the date of the agreement.

**34. SPARES**

Over a period of 6 years (including 3 years of warranty and 3 years of CAMC) starting from the date of taking over, the supplier shall keep sufficient spares at his disposal to meet the performance parameters set in the tender. In the event of termination of production of the spare parts, the supplier shall give notification to the purchaser of such termination or end of life or support well in advance (at least 6 months notice). In such an event the supplier shall procure life time spares and the vendor shall not be permitted to give the end of life of the product as excuse for not repairing the equipments going faulty. Maintaining the equipments in working condition throughout the contract period shall be the responsibility of the contractor.

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**SECTION-V**  
**SCHEDULE OF REQUIREMENTS**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

<b>Sl.</b>	<b>Description</b>	<b>Requirements.</b>
1.	Item Description.	Supply, Installation & Commissioning of PCs in various GM Units of MTNL, Mumbai.{with CAMC for 3 yrs after expiry of warranty of 3 yrs}
2.	Quantity.	250
3.	Specification.	As per Specification/s mentioned in Section-VI.
4.	Delivery Schedule	The delivery of the equipment/goods and documents shall commence from the date of issue of P.O. and 25% delivery should be completed within 21 days from the date of issue of PO. The 100% delivery should be completed within 45 days from the date of issue of P.O. However the actual delivery schedule will be as per purchase order and is binding on the supplier.
5.	Place of Delivery.	As stated in Purchase Order.
6.	Purchase Officer	Sr. Manager (IT-PC) 5 <sup>th</sup> Flr., Currey Road Tel. Exch. Building, Datta Mandir Marg, Currey Road (E), Mumbai 400 012.
7.	Bill Paying Authority.	Dy. Manager (CASH-MA), MTNL MUMBAI, Parel Telephone Complex, Dr. Ambedkar Road, Parel (East), Mumbai- 400012.
8.	Bill Passing Authority	Sr. Manager (IT-PC) 5 <sup>th</sup> Flr., Currey Road Tel. Exch. Building, Datta Mandir Marg, Currey Road (E), Mumbai 400 012.
9.	Inspecting Authority.	AT wing of IT Cell, MTNL, Mumbai
10.	Configuration to be offered.	As per section VI of the tender document
11.	Letter of Acceptance issuing authority.	DGM(IT-CM) / SM(IT-PC)
12.	APO & PO issuing authority.	DGM(IT-CM) / SM(IT-PC)
13.	PBG & Agreement receiving & processing authority.	DGM(IT-CM) / SM(IT-PC)



**SECTION-VI  
TECHNICAL SPECIFICATION**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

**PERSONAL COMPUTER (PC)**

<b>S.N.</b>	<b>Component</b>	<b>MTNL Required Specification</b>
1	CPU	Intel Core i5, 6 <sup>th</sup> Generation or higher
2	Chipset	Intel H110 series or higher
3	MEMORY	4GB, 2133 MHz, DDR4 RAM expandable upto 16GB
4	HDD	500 GB, 7200 rpm or higher
5	Monitor	18.5 inch or larger TFT/LED Digital Colour
6	DVD ROM DRIVE	DVD Writer
7	Cabinet	Mini tower
8	Keyboard	Bilingual English & Devnagri
09	Mouse	Optical with USB interface
10	Ports	6 USB ports( at least 2 at front), 1 serial port, front audio ports
11	Bays	4 Nos.{ 2 Nos. 5.25 inches for optical media drives & 2 nos. 3.5 inches for Hard Disk Drives}
12	Networking Facility	10/100/1000 on board integrated Network Port with remote booting facility
13	Operating System	Licensed Microsoft OS Windows 10 preloaded with recovery media
14	Preloaded Software	Licensed anti-virus with free upgrades up to warranty
15	Warranty	3 years comprehensive on site
16	CAMC	3 years on site after warranty

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

To,  
SR.MANAGER (MM-IV),  
MTNL MUMBAI,  
MUMBAI – 400 012.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos,.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver **PCs** in 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 **(06) weeks** and to complete delivery of all the items specified in the contract within **(06) 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 @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of **150 Days** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order or contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this .....day of .....2016.

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 : [ COMPANY PROFILE ]**

SI	Description	Details of The Tenderer
1.	i) Name of the Company :	
	ii) Mailing Address.	
	iii) Telephone Number/s	
	iv) FAX Number/s	
	v) email ID for correspondence.	
	vi) Location of manufacturing facility.	
	vii) Name of the Managing Director.	
2.	i) Manufacturing Capacity, (Product wise)	
	ii) Licensed 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 Manufacture, production, inspection, Testing and quality assurance	
	ii) If the equipment (s) being offered has been evaluated/tested by any organization such as TEC/DOT(QA)/ISI/ISO9001/9002 or equivalent certification etc., details of same May please be provided.	
4.	State whether the equipment offered conforms 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 goods under any law in force at the time of bidding if not, state the reason(s)and the margin of profit.	

SI	Description	Details of The Tenderer
6.	Constitution of the Company i.e. is the Company Registered under :	
	i) The Indian Companies Act 1956	
	ii) The Indian Partnership Act 1932	
	iii) Name of Partners a) b)	
	iv) Any other Act (give details )	
7.	i) Please state if the offers are directly from the Manufacturer. (Yes/No)	
	If no to 7(i) ii) Do they have Distributors /Dealers/Marketing Agents etc. (Yes/No)	
	iii) If yes please state.4 The Name and address of the Distributors / Dealers/ Marketing Agents etc	
	iv) The service & the Distributors/Dealers/ Marketing Agents etc. shall provide.	
	v) Amount of Commission/Remuneration payable to the Distributors/Dealers/Marketing Agents.	
8.	i) Brief description of After sales service facilities available with the Bidder. Repair Shop : a) Location : b) Facilities available for repairs.	
	ii) Nos. of employees for customer support/ after sales service at MTNL Mumbai Area. (attached documentary proof)	
	a) Engineers.	
	b) Technicians.	
9.	Are you providing comprehensive post warranty annual maintenance to the organizations at Mumbai where you have supplied similar goods in the past. i) If yes, name three such organizations.	Yes/No. 1) 2) 3)
	ii) Are the above organizations satisfied with the performance and quality of Service rendered?	
10.	Please indicate the details of The items being offered has been Supplied during last three years to any other organization.	
11.	Details of the similar items supplied installed and commissioned in last three years. (attach documentary proof)	
12	If the firm registered under MSMED Act 2006? If yes attach documentary proof.	

**SECTION- VIII**  
**PROFORMA FOR BANK GUARANTEE FOR BID SECURITY**  
**(To be stamped in accordance with the Stamp Act)**

**B.G. NO.**  
**DATE OF ISSUE**  
**VALID UPTO**  
**TENDER ENQUIRY No**  
Ref:: -----

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

THE CONDITIONS OF THE OBLIGATIONS ARE:

1. If the bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
2. If the bidder, having been notified of the acceptance of his bid by the purchaser during the period of bid validity. Or
3. Fails or refuses to execute the contract, if required, or
4. Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, out the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the clause 12 and 28.2 of section-II of the bid document up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the bank not later than the specified date/dates.

Signature of the Bank Authority

Name and Signature of Witness  
Address of witness

Name:  
Signed in the capacity of  
Full Address of the branch  
Tele.No. of branch :  
FAX. No. of branch:

**SECTION –IX**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17  
(Indemnity Bond on Rs. 100/- Stamp Paper duly notarized)

**DECLARATION:**

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

Do hereby solemnly affirm and declare as under:-

1. That I am the sole prop./partner/Director/ Authorized Signatory of M/s \_\_\_\_\_  
----- which has never ever been debarred and / or black-listed by any MTNL unit and not having any on going litigation or court case pending or any other money suits also state that the 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. 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.)

- Note:** 1. The near relatives for this purpose are defined as per clause no. 34 of section-II.
2. The authorized signatory is signing this indemnity bond on behalf of proprietor/directors/partners and will not relieve the proprietor/directors/partners from any /all the legal bindings as envisaged in NIT/Tender document.

**SECTION -X**

**Bid Form & Price Schedule for Area Equipments**

**e-Tender No.:** MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

**Name of the Bidder :**

SL.	Description	Remark
1	Item Name :	PC
2	Tendered Quantity:	250
3	Unit	No's
4	Make & Model of Item	
5	Ex-factory price (Basic unit Price exclusive of all levies & charges). (Rs.)	
6	CENVAT-able Duties Excise Duty (%)	
7	CENVAT-able Duties Excise Duty Amt. (Rs.)	
8	CENVAT-able Duties CESS on ED (%)	
9	CENVAT-able Duties CESS on ED Amt. (Rs.)	
10	CENVAT-able Duties Custom Duty (%)	
11	CENVAT-able Duties Custom Duty Amt. (Rs.)	
12	CENVAT-able Duties CESS on Custom Duty (%)	
13	CENVAT-able Duties CESS on Custom Duty Amt. (Rs.)	
14	Any other levies/charges CENVAT-able (%)	
15	Any other levies/charges CENVAT-able Amt. (Rs.)	
16	Non CENVAT able Duties. CST/VAT (%)	
17	Non CENVAT able Duties CST/VAT(Amount) (Rs.)	
18	Non CENVAT able Duties Freight, forwarding, packing & insurance (%)	
19	Non CENVAT able Duties Freight, forwarding, packing & insurance (Rs.)	
20	Non CENVAT able Duties Custom Duty Component (%)	
21	Non CENVAT able Duties Custom Duty Component Amount. (Rs.)	
22	Any other levies/charges (non-CENVAT-able) (%)	
23	Any other levies/charges (non-CENVAT-able) (Amount) (Rs.)	
24	Unit Price inclusive of all non-CENVAT-able duties & taxes. (Rs.)	
25	Total Price inclusive of all non-CEN VAT- able duties & taxes (Rs.)	
26	Discount Offered if any	
27	Total Discounted Price (inclusive of all non cenvat-able duties & taxes)	
28	Customs Duty Tariff Head.	
29	Excise Duty Tariff Head	
30	Total Price (inclusive all NON-CENVAT-able and CENVAT-able duties and taxes).	
31	Octroi Charges/ Entry CESS (%)	
32	Octroi Charges/ Entry CESS (Amount) (Rs.)	
33	Basic CAMC for 1 <sup>st</sup> year after 3 yrs warranty (%)	
34	Basic CAMC for 1 <sup>st</sup> year after 3 yrs warranty (Rs.)	
35	Service tax on CAMC for 1 <sup>st</sup> year (%)	
36	Service tax on CAMC for 1 <sup>st</sup> year (Rs.)	
37	Swachh Bharat Cess for 1 <sup>st</sup> year (%) [ Non-Cenvatable]	
38	Swachh Bharat Cess for 1 <sup>st</sup> year (Rs.) [ Non-Cenvatable]	
39	Krishi Kalyan Cess for 1 <sup>st</sup> year (%) [ Non-Cenvatable]	
40	Krishi Kalyan Cess for 1 <sup>st</sup> year (Rs.) [ Non-Cenvatable]	
41	Any other tax (%)	
42	Any other tax (Rs.)	
43	Total CAMC per system for 1 <sup>st</sup> year.	
44	NPV of CAMC for 1 <sup>st</sup> year (Multiplying factor=0.909)	
45	Basic CAMC for 2 <sup>nd</sup> year after 3 yrs warranty %	
46	Basic CAMC for 2 <sup>nd</sup> year after 3 yrs warranty (Rs.)	
47	Service tax on CAMC for 2 <sup>nd</sup> year (%)	
48	Service tax on CAMC for 2 <sup>nd</sup> year (Rs.)	
49	Swachh Bharat Cess for 2 <sup>nd</sup> year (%) [ Non-Cenvatable]	
50	Swachh Bharat Cess for 2 <sup>nd</sup> year (Rs.) [ Non-Cenvatable]	
51	Krishi Kalyan Cess for 2 <sup>nd</sup> year (%) [ Non-Cenvatable]	

52	Krishi Kalyan Cess for 2 <sup>nd</sup> year (Rs.) [ Non-Cenvatable]	
53	Any other tax (%)	
54	Any other tax (Rs.)	
55	Total CAMC per system for 2 <sup>nd</sup> year.	
56	NPV of CAMC for 2 <sup>nd</sup> year (Multiplying factor=0.826)	
57	Basic CAMC for 3 <sup>rd</sup> year after 3 yrs warranty %	
58	Basic CAMC for 3 <sup>rd</sup> year after 3 yrs warranty (Rs.)	
59	Service tax on CAMC for 3 <sup>rd</sup> year (%)	
60	Service tax on CAMC for 3 <sup>rd</sup> year (Rs.)	
61	Swachh Bharat Cess for 3 <sup>rd</sup> year (%) [ Non-Cenvatable]	
62	Swachh Bharat Cess for 3 <sup>rd</sup> year (Rs.) [ Non-Cenvatable]	
63	Krishi Kalyan Cess for 3 <sup>rd</sup> year (%) [ Non-Cenvatable]	
64	Krishi Kalyan Cess for 3 <sup>rd</sup> year (Rs.) [ Non-Cenvatable]	
65	Any other tax (%)	
66	Any other tax (Rs.)	
67	Total CAMC per system for 3 <sup>rd</sup> year.	
68	NPV of CAMC for 3 <sup>rd</sup> year (Multiplying factor=0.751)	
69	Total of NPV of CAMC for 3 years.	

**NOTE :-**

- The evaluation and comparison of responsive bids shall be done item-wise on the basis of net cost to MTNL on the combined item price (inclusive of non CENVATABLE Duties & Taxes) plus NPV of CAMC. i.e on total of Basic cost, Sales Tax/VAT, packing Forwarding ,Freight, Insurance and Total Discounted Basic CAMC charges.**  
Bidder may quote different CAMC rate for each of the years 1 to 3. In any case, CAMC price shall be multiplied by discount factor of 0.909 (year 1), 0.826 (year 2),and 0.751(year3), to arrive at the **Net Present Value (NPV) of CAMC.( this will be considered only for evaluation) only.**
- We hereby certify that customs duty tariff head/excise duty tariff head shown in Price Schedule are correct & CENVAT Credit for the amount as above are admissible as per CENVAT Credit Rules 2004.
- The bidder who submitted the offer with concessional VAT/CST tax shall submit the proof of applicable concessional VAT/CST.
- Tenderer must quote price with breakup details, otherwise bid is liable to be rejection.
- If there is discrepancy in the amount quoted in words/figures then amount in words will prevail.
- The quoted rates must be inclusive of packing, transportation and insurance charges for free Supply, Installation & commissioning at "Consignee" premises.
- Deleted
- The break up of Basic Rate, ED or/and Custom Duty, CST/VAT, Insurance charges & Octroi etc. shall be given. In the absence of the same tender will be liable for rejection.
- Should this tender be accepted, I/We agree to abide by and fulfill all the terms and conditions set forth in the tender form.
- Documentary proof, if the tenderer eligible for exemption or concession of tax (ED,Custom Duty, CST/VAT ,etc) to be enclosed in Tech. bid.
- Service Tax amount should be indicated separately, if applicable.
- I/we agree to pay the amount of security deposit/performance bank guarantee of 10% of the total purchase order value placed on.
- Bid Guarantee/Earnest Money Deposit (EMD) for Rs.----- has been furnished by Demand Draft / Bank Guarantee No. ----- dated ..... issued by ..... bank, valid up to date -----



## SECTION XI

### PROFORMA FOR PERFORMANCE SECURITY

- 1) In consideration of the ED, MTNL, Mumbai (herein after called "MTNL") having agreed to exempt----- (herein after called "The said contractor(s)") from the demand under the terms and conditions of an agreement/advance purchase order No..... dated..... made between..... and ..... for the Supply, Installation & Commissioning of ..... (herein after called "The said agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for ..... we, (name of the bank)..... (herein after referred to as "the bank") at the request of..... (contractor(s)) do hereby under take to pay to the MTNL an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
- 2) We (name of the bank)..... do hereby under take to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
- 3) We under take to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payments.
- 4) We (name of the bank)..... further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the MTNL under or by virtue of the said agreement have been fully paid and its claims satisfied of discharged or till (office/department) MTNL certifies that the terms and conditions of the said agreements have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a

demand or claim under this guarantee is made on us in writing on or before the expiry of **54 months** (as specified in the PO) from the date thereof. We shall be discharged from all liabilities under this guarantee thereafter.

- 5) We (name of the bank).....further agree with MTNL, that the MTNL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on part of MTNL or any indulgence by the MTNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6) This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
- 7) We (name of the bank).....lastly under take not to revoke this guarantee during its currency except with the previous consent of the MTNL, in writing.

Dated the.....day of .....2016

For.....

(Indicate the name of the bank)

**NOTE:** This PBG shall be in the custody of SM(IT-PC).

**SECTION XI-A**  
**Additional Bank Guarantee Bond**

To  
MTNL, Mumbai

1. In consideration of the competent authority MTNL, Mumbai (herein after called "MTNL") having agreed to exempt----- (herein after called "The said contractor(s)") from the demand under the terms and conditions of an agreement/advance purchase order No..... dated..... made between..... and ..... for the Supply, Installation & Commissioning of ..... (herein after called "The said agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions related to extension of delivery schedule contained in the said agreement, on production of the Additional Bank Guarantee for ..... we, (name of the bank)..... (herein after referred to as " the bank") at the request of..... (contractor(s)) do hereby under take to pay to the MTNL an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said contractor(s) of any of the terms or conditions related to delivery schedule contained in the said agreement..

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

3. We under take to pay to the MTNL any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payments.

4. We (name of the bank)..... further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the delivery schedule related obligations against the said agreement have been met or till fully paid and its claims satisfied of discharged or till ..... (office/department) MTNL certifies that the

delivery schedule related terms and conditions of the said agreements have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **One year ( for delivery of goods)/One and half years** ( for Turn-key project) from the date here of, we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Dated the.....day of .....2016

For.....

(Indicate the name of the bank)

**Witness:-**

- 1.
- 2.

**SECTION XII**  
**PROFORMA FOR AGREEMENT**

This Agreement is made on this day of \_\_\_\_\_

BETWEEN

MAHANAGAR TELEPHONE NIGAM LIMITED, a company registered under the Indian Companies Act 1956 and having its Registered office at 5<sup>th</sup> floor, Mahanagar Door Sanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi, PIN 110003 (hereinafter called MTNL)

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  
REGISTARED UNDER THE INDIAN Companies Act, 1956 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")

Where as the contractor has made the offer /tender to dully perform the work under this contract for being the Supply, Installation & commissioning 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 on the terms and conditions mentioned herein after and after representing that he is fully capable of complying with the aforesaid term.

Whereas the 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 on any schedule Bank at Mumbai or an unconditional Irrevocable Bank Guarantee in favour of MTNL for a minimum period of **54 months**.

1. Whereas the contractor has submitted the required Income-Tax Certificate from the Income Tax officer concerned in the appropriate form.  
The contract document shall mean and include apart from the present documents, 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 specifications for \_\_\_\_\_ contained in Tender document.

c) Amendment/ Modifications issued vide letter No \_\_\_\_\_ dated \_\_\_\_\_

d) Offer of the contractor \_\_\_\_\_ dt \_\_\_\_\_

2. Now, therefore, the contracting parties agree that the contractor shall Supply, Installation & commissioning the \_\_\_\_\_ on the following terms and conditions.

3.

ITEM	QUANTITY	ALL INCLUSIVE UNIT PRICE.	TOTAL QTY. PROPOSED FOR PURCHASE.	WARRANTY PERIOD.	POST WARRANTY CAMC CHARGES.

- 3(i) The MTNL may issue Form "C" for the purpose of concessional rate of sales Tax as per Gazette Notification No. 23 Dated 13-05-2002 issued by the Ministry of Law, Justice and Company Affairs.
- ii) The all-inclusive price(s) offered under the contract includes Excise, wherever applicable Sales Tax if any (without "D") Freight, Insurance, Delivery at site in MTNL Mumbai area, etc.
- iii) MTNL shall have the discretion to place add-on order(s) upto a maximum of 100% in one or more lots during one year from the date of signing of this agreement at the same prices subject to the terms & conditions stipulated in the NIT.
- iv) Any delay in successful Supply, Installation & Commissioning of the ordered quantities of the equipment shall attract Liquidated Damages at the rates prescribed in the NIT.

#### 4. INTERPRETATION:

4.1 The contract shall comprise all the 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 on para \_\_\_\_\_ comprising part of this contract the terms hereof shall prevail.

1. The words IT, He and Their derivatives are used for any person whether male or female or a juristic person. Unless contrary appears from the contract word imparting the singular number include the plural number and words imparting the plural number include the singular number.
2. 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:

5.1 The parties hereby agree that the courts in the city of Mumbai 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 herein under shall be filed in the concerned Courts in the city of Mumbai only.

**6. EFFECTIVE DATE**

This contract shall become effective from the date the Performance Guarantee to the satisfaction of MTNL is furnished by the contractor. 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 Effective Date. The contract is valid for one year from ..... to .....

In witness whereof both the parties have put their signature below:-

**WITNESS: -**

- 1.
- 2.

**EXECUTIVES**

## SECTION- XIII

### WARRANTY CERTIFICATE

The supplier shall warrant that material to be provided shall be as per technical specification and shall be free from all defects and faults and shall be of the highest grade consistent with the established and generally accepted standards of this type and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop during proper use arising from faulty materials, design or workmanship 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 Divisional Engineer in charge of installation who shall state in writing in what respect store/job is faulty.

This warranty shall survive inspection or payment for and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **Thirty six (36) months** after the date of taking over **or Thirty six (36) months** from the date of Supply, Installation & Commissioning which ever is earlier or minimum guarantee period of the job.

If it becomes necessary for the supplier 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 thirty six (36) months**, whichever may be later. Similar provisions will be applicable in respect of rectification made to the job /works if any defect is not remedial within a reasonable time, MTNL may proceed to do the **work /** Supply, Installation & Commissioning at the supplier's risk and expenses, but without prejudice to any other rights which the MTNL may have against the contractor in respect of such defects.

Replacement /renewal/rectification under warranty clause shall be made by the supplier, free of all charges at site including freight, insurance and other incidental charges and cost.



**SECTION XIV**

**FORMAT: CERTIFICATE OF OEM's.**  
**( Please attach the certificate for each product separately)**

This is to certify that, we hereby authorize M/s ----- to offer the ----- (name of the product) -----manufactured by us in the Tender No. ----- called by MTNL.

We hereby certify that the above product is using current generation technology and the product/ spares support will be extended by us at least-----years.

Authorized Signatory-----  
Name-----  
Designation-----  
Company Seal-----

**SECTION - XV**  
**PROFORMA FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**  
**AGREEMENT**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17  
**For Personal Computers**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_(year) to be effective from \_\_\_\_\_ between Mahanagar Telephone Nigam Limited a company registered under the Companies Act 1956 having licence to provide all types of services of Telegraph and having its registered office at **5<sup>th</sup> floor, Mahanagar Doorsanchar Sadan, 9-CGO Complex, Lodhi Road, New Delhi-110003** (hereinafter called MTNL) of the ONE PART and M/s \_\_\_\_\_ a company registered under the Companies Act 1956 and having its registered office at \_\_\_\_\_ (hereinafter called SUPPLIER which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

WHEREAS, MTNL Mumbai has placed purchase order on the SUPPLIER vide No. \_\_\_\_\_ dated \_\_\_\_\_ for Supply, Installation, Commissioning & Comprehensive Annual Maintenance Contract of **PCs** (against tender No. \_\_\_\_\_, \_\_\_\_\_ dated \_\_\_\_\_)

WHEREAS the SUPPLIER has made the offer to duly comply with all the provisions of the Bid Document, including those pertaining to Post Warranty Comprehensive Annual Maintenance Contract, after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by MTNL Mumbai on the terms and conditions mentioned hereafter and after ascertaining that the SUPPLIER is fully capable of complying with the aforesaid terms of the Bid Document.

NOW the AGREEMENT WITNESSETH as follows:

**1. PERIOD OF VALIDITY OF THE AGREEMENT.**

This Agreement shall remain in force for three year from the date of completion of Three year warranty, while at the same time the terms and conditions of this agreement are same as that of warranty period except for payment of charges to the SUPPLIER.

2. In addition to complying with all the warranty options recorded in the Bid Document, the SUPPLIER hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.

3. Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.
4. The scope of the CAMC shall cover the following: The successful bidder, without any additional financial implication, shall
- i) Ensure comprehensive maintenance of the equipments.
  - ii) Diagnose the faults.
  - iii) Rectify the faults.
  - iv) Repair/replace the faulty PCB and any other part etc. of the equipment.
  - v) Carry out the periodic preventive maintenance once in a quarter.
  - vi) Upkeep the software, if any required.

**5. Introduction:**

This specification is for the Comprehensive Annual Maintenance Contract of **Personal Computers** to be supplied against Tender No -----  
MTNL Mumbai wishes to award Comprehensive Annual Maintenance Contract for maintenance of **Personal Computers** so that they are maintained in working condition. This is inclusive of all the spare parts and services required for the Maintenance of **Personal Computers** to keep them in operation and payment of bills shall be on quarterly basis and **CAMC** shall be for a total period of 3 years after expiry of the warranty period of three years. This Comprehensive Annual Maintenance Contract does not include consumables.

**6. Requirements to be fulfilled by the contractor:**

- 6.1 The contractor should have a minimum of one contact telephone number with 24x 7 hours fault booking facility on which complaints can be made besides enquiry. This facility should be made available on all days of year including holidays.
- 6.2 The contractor should have a team of qualified Engineers/Technicians for undertaking repairs based in Mumbai.
- 6.3 The contractor should have Mumbai based office and workshop for repairing of the faulty **Personal Computers**.
- 6.4. The contractor shall use genuine spare parts for replacement. Recovered defective parts shall be the property of MTNL, Mumbai and should be made over to MTNL Officer.
7. **Speed of repair:** All the faults intimated either over phone or in writing should be rectified within 24 hours of the complaint.
8. **Preventive Maintenance:**The contractor should carry out the Quarterly preventive Maintenance of **Personal Computers**.
9. Operating field units i.e. Sr. Manager (Administration) of various GM units of MTNL, Mumbai will be consignee / Nodal Officer for their respective GM Units.

SM(Admn) of respective GM units shall enter into CAMC agreement for the PCs supplied in their units. Similarly SM(Admn) of respective GM units will be custodian of PBG during CAMC period, pay quarterly CAMC charges to the vendor and also they may levy penalty to vendor for delay in attending faults booked.

**9.1 Delay in Renewal of CAMC agreement:**

If the bidder fails to renew the CAMC agreement within a month from the date of expiry of previous year CAMC agreement , then a penalty of 25% of the quarterly CAMC bill will be imposed.

**9.2 Penalty for delay in attending the faults:**

9.2.1 Faults intimated on telephone before 12.00 hrs on any day should be attended before 17.30 hrs of the same day. No fault should be allowed to remain unattended for more than 24.00 hrs from the time the complaint is handed over. (excluding holidays)

9.2.2 Failure to comply with the time schedule will invite penalty conditions as below. In case of faults pending for more than 24 Hrs or not replaced by a compatible standby equipment (same or higher version) during Warranty period or CAMC period, a penalty equivalent to 0.5% of the CAMC charges per quarter shall be levied per day.

9.2.3 Ceiling: - Penalty will be calculated on quarterly basis and the maximum penalty will be CAMC charges per quarter per System. The penalty will be calculated during the CAMC period and will be recovered from the CAMC charges and or security deposit for warranty & CAMC period, which will be replenished by the vendor at the end of each year.

9.2.4 If the contractor does not respond to the field unit's complaint within 4 hrs of reporting of the fault then field unit will get the faulty equipment repaired through another firm/agency and any loss thus incurred by MTNL will be recovered from the contractor.

9.2.5 All the PCs under Comprehensive annual maintenance contract should be in working condition at least for a month after expiry of the contract.

## **Annexure-B**

### **Compliance (clause by clause) Certificate**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

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

**(Sign. Of the bidder with seal)**

**ANNEXURE – C.  
DECLARATION.**

I / We : \_\_\_\_\_ hereby solemnly affirm that

(Name in capital Letters).

I / We am/are registered under the Sales Tax Act. & VAT Act of the state of :  
\_\_\_\_\_

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

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

(1) VAT Registration No. : \_\_\_\_\_.

(2) Registration No. under CST ACT : \_\_\_\_\_

(3) Registration No. under service tax ACT \_\_\_\_\_

I / We have filed VAT & CST returns up to \_\_\_\_\_ and have paid Tax as per the returns filed. I / We am / are not in arrears of any Tax already accessed and demanded by the concerned Sales Tax authorities.

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

Place :  
Date :

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

Note : VAT/CST Returns should not be of more than one year old prior to the date of opening of the tender.

**ANNEXURE –D**

**MANDATORY FORM FOR E-PAYMENT**

e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

Sr.No.	Vendors Particulars	To be filled by the vendor
1	Name of the beneficiary	
2	Name of the beneficiary bank	
3	Beneficiary Account No.	
4	IFSC Code, If the beneficiary Bank is other SBI OR Branch code if beneficiary Bank is SBI	
5	Beneficiary Address	
6	Beneficiary Mobile Number	
7	Beneficiary E Mail ED	
8	PAN Number of beneficiary	

I / We hereby certify that information furnished by me / us is correct to the best of my / our knowledge.

I / We hereby undertake to indemnify the loss if any occurred to MTNL due to any mistake in the above information furnished by me / us.

**(Sign. Of the bidder with seal)**

**ANNEXURE-E**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach in the O/o Sr. Manager (MM-IV) Parel Telephone Complex,  
Dr. Ambedkar Road, Parel (East), Mumbai 400012.)

To  
Sr. Manager (MM-IV),  
MTNL, Mumbai,  
Parel Telephone Complex,  
Parel (East), MUMBAI 400012

**Sub: Authorisation for attending bid opening of e-tender.**

**Ref.:** e-Tender No.:MTNM/SM(MM-IV)/DM(MR-II)/PCs/IT/2016-17

Following persons are hereby authorised to attend the bid opening for the bid mentioned above on behalf of \_\_\_\_\_ (bidder) given below.

Name

Specimen Sign.

1.

Alternate  
Representative.

Signature of Bidder

OR

Authorised to Sign the bid Documents  
on behalf of the bidder.

Note:

1. Maximum of one will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bid will be opened may be refused in case authorization as prescribed above is not received.



**THE END**