



MAHANAGAR TELEPHONE NIGAM LIMITED
(A Government of India Enterprise)

Open Tender for the repair of **SMPS and Conventional type**
Power plant of all makes
under the jurisdiction of
General Manager (NP) MTNL, Delhi
Nehru Place Tel Exch Bldg

Regd. & Corporate Office:
5th floor, Mahanagar Doorsanchar Sadan,
9, CGO Complex, Lodhi Road, New Delhi -110003
Corporate Identity No. (CIN) of MTNL: L 32101 DL 1986 GO 1023501

Tender Enquiry No: AGM (T/F) NP/ tender/SMPS repair/2019/05

Tender Document fee
Rs. 590/- (Non-Refundable)

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CHECK LIST
For preparation of Technical Bids

S. No.	Particulars/ documents to be submitted bids	Remarks
1	Whether all pages of Bid documents which are to be submitted, have been marked with Serial number (1,2,3, ...).	Yes / No
2	Whether all documents being submitted, have been signed by the authorized signatory.	Yes / No
3	Whether the tender document fee submitted.	Yes / No
4	Whether the required EMD (Bid Security) submitted.	Yes / No
5	Whether Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be along with subsequent amendments etc has been submitted.	Yes / No N/A
6	Whether General Power of Attorney / authorization in favour of signatory in case of partnership firm/ company, and proprietor in case of proprietorship submitted	Yes / No
7	Copy of GST Registration certificate submitted	Yes / No
8	Copy of Last Income-Tax return submitted	Yes / No
9	Experience certificate and certificate of satisfactory completion of work as asked in tender document submitted	Yes / No
10	Close relatives declaration as per annexure-F has been submitted	Yes / No
11	Declaration regarding black listing of the firm as per Annexure- G submitted.	Yes / No
12	Agency details as per annexure-H of NIT submitted	Yes / No
13	Bid form (Annexure-J of tender document) has been signed and submitted (acknowledgement of acceptance of Terms & conditions by bidder)	Yes / No

7. Offer will be accepted in two wax sealed envelopes.

(a) First envelope should contain the technical bid including proof of Earnest money deposit and other documents as per eligibility criteria of the NIT.

(b) The second envelope should contain the financial bid i.e. rates quoted on price quotation form attached as Annexure – E to this document. Both the envelopes (Technical bid and financial bid) should be contained in a single envelope. The inner and outer covers of envelopes should be addressed to AGM (T/F) Nehru Place, Nehru Place Telephone Exchange Building NEHRU PLACE, NEW DELHI-110506. With tender No. & date. In case the bid document is down loaded from website, the necessary fee for purchase of tender document in shape of Bank Draft (Non-refundable) in favour of MTNL shall be submitted along with the bid in a separate envelope at the time of submission of bid without which bid shall not be entertained.

(c) Bids will be summarily rejected if 1st envelope (Technical bid) does not contain particulars of earnest money deposit / proof of exemption from the earnest money deposit.

8. The following items shall be submitted (in original) on or before the scheduled date & time of submission of bids:

a) Prescribed "Tender document fee" in the form of cash receipt or DD, in favour of MTNL Delhi.

b) Prescribed "EMD" in the form of Bank Draft or DD in favour of MTNL Delhi.

9. In case if the tender opening day is declared to be a holidays or in case of unforeseen contingencies, the bids shall be opened on the next working day at the same time without any further notice.

10. Final authority for the acceptance of the tender shall be "General Manager (NP) MTNL, Delhi" & his decision shall be final.

11. MTNL reserves the right to cancel the tender / to reject any or all bids so received without assigning any reason.



AGM (T/F) NP
O/o General Manager (NP)

INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION:** General Manager (NP) is an operating/administrative unit of Mahanagar Telephone Nigam Limited, having its office at Telephone Exchange Bldg, Nehru Place, New Delhi. The company has its registered office at Mahanagar Door Sanchar Sadan, 5th Floor, 9 CGO Complex, Lodhi Road, New Delhi – 110 003.
2. **ELIGIBILITY**
 - 2.1 The bidder should have the experience of similar type of work having **50% of** the value of this tender in the any of the last three preceding financial years i.e. 2016-17, 2017-18 & 2018-19, in any Central Govt./State Govt./PSU/TSP. In this regard an experience certificate (in original or attested copy) must be furnished showing satisfactory performance in similar type of work.
 - 2.2 The Firm should have an average annual turnover of at least 50% of the value of this tender during last three years.
- 2.3 **PREPARATION OF BID**
 - 3.1 Tender bids shall be submitted in two parts named as Technical bid and Financial bid.
 - (i) Submission of "Technical Bids" shall contain the following documents in original/attested failing which the financial bid will not be opened and will be rejected summarily:
 - (a) Tender Document fee as mentioned in tender document (in original).
 - (b) Earnest Money deposit as mentioned in tender document (in original).
 - (c) GST Registration certificate.
 - (d) Experience of Repairing the SMPS Modules/conventional type as asked in tender document under clause 2.1 of Section-I. (in original)
 - (e) Turn over as per clause 2.2 of section-I duly certified by Chartered Accountant. (in original)
 - (f) Relationship declaration certificate as asked in tender document (Annexure-F) (On Rs.10/- stamp paper duly attested by Notary).
 - (g) Debars/blacklist declaration certificate as asked in tender document (Annexure-G), (On Rs.10/- stamp paper duly attested by Notary) .
 - (h) Partnership deed or Article of association/Memorandum of association & certificate of incorporation in case of non proprietary firm. (attested copy)
 - (i) Bid form (Annexure-J) signed by bidder as acknowledgement of acceptance of terms and conditions of Tender Documents. (in original)
 - (j) Specimen signature of the person / authorization of the person empowered by the firm to sign the bid (in original).
 - (k) Complete Agency Details as per Annexure –H (in original).

- (ii) The **Second folder** shall be **Financial bid** i.e. rates quoted on price quotation/ form attached as annexure 'E' to this document.

3.2 The documents/ records that have been asked to be submitted, are either to be dropped in box in person kept in the office of AGM (T/F) NP or to be sent by registered Post so as to reach before the scheduled date & time and addressed to:-

AGM (T/F) Nehru Place
Room No.-202,
Telephone Exchange Bldg,
Nehru Place, New Delhi 110506

No separate acknowledgement will be issued by MTNL.

3.3 The responsibility of ensuring that the records/documents are delivered in time and at the right address rests with the bidders. Any records /bid received after the deadline for submission of bids prescribed in NIT shall be deemed as rejected and returned unopened. Any modification of the bid received from the bidders after the dead line of submission of bids shall not be entertained.

4. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature with date and **MUST SPECIFY** whether he is signing as

- (i) A sole proprietor of the firm or constituted attorney of the sole proprietor.
- (ii) In case of partnership firm, he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of partnership agreement or by power of attorney.
- (iii) Constituted attorney of the firm, if it is a company.

4.1 In case of (ii) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

4.2 In case of partnership firms, where an 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.

4.3 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to a warranty that he has authority to sign such documents and if on enquiry it appears that the person has no authority to do so, MTNL may without prejudice to other civil and criminal remedies, cancel the contract and made or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the MTNL 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, subject to minimum sum of Rs. 30,000/- as the liquidated damages in such event.

5 EARNEST MONEY (Refundable):

- 5.1 Earnest money (EMD) as specified in NIT may be deposited through demand draft in favour of Mahanagar Telephone Nigam Limited Delhi.
- 5.2 Bank's Demand Draft (DD) in original should be submitted with technical bid without which bid shall be summarily rejected. MTNL shall not be liable to pay any interest on the Earnest Money deposited.
- 5.3 The Earnest Money will be refunded to all bidders in due course in accordance with the rules of MTNL, for which pre-receipt may be attached with the tender offer. It will be discharged /returned as promptly as possible but not later than 180 days after expiry of period of bid validity.
- 5.4 No adjustment of any amount payable to the bidder or Earnest money paid in respect of any bidder shall not be accepted in lieu of payment of earnest money for this bid.

6. PRICES

- 6.1 Bid with firm price (in Indian Rupees) only will be accepted.
- 6.2 End Price should be quoted in figures as well as in words.
- 6.3 Prices must be specified in the format as per Annexure 'E' enclosed.
- 6.4 **No increase in the prices shall be allowed during the validity period of contract for any reason whatsoever.**

7. PERIOD OF VALIDITY

- 7.1 Bidders should note that their offers shall remain valid for acceptance for a minimum period of 150 days from the actual opening date of the Bid including any extension thereof. The bid security shall be forfeited if a bidder withdraws his bid during the aforesaid period of bid validity.
- 7.2 In exceptional circumstances the MTNL may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security may also be got suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request shall not be permitted to modify his bid.

8 TERMS & CONDITIONS FOR THE PARTICIPATING FIRMS & PARAWISE COMPLIANCE

- 8.1 Tender offer will be accepted (in two folders/envelopes) as mentioned in clause 3.1 above.

The eligibility shall be considered only at the time of evaluation of Techno - Commercial bids. Even opening of the financial bid also does not confer any special right on the bidder to claim for award of contract or work order.

Only technical bids will be opened on the date of opening of Tender. Financial bids of only those bidders who qualify in technical bid will be opened. The date and time of opening of financial bid will be intimated to the eligible bidders on a later date.

9 RIGHT TO ACCEPT OR REJECT ANY BID

MTNL does not bind itself to accept the lowest offer of any bid. MTNL also reserves the right to accept or reject any bid or may annul the bidding process and reject all bids without assigning any reason and incurring any liability to bidders on the ground for the rejections.

10 RIGHT TO VARY THE PERIOD

Contract will be initially for a period of twelve months. MTNL will have the option to extend the same initially for 3 months or maximum up to one year with mutual consent at the same rates with same terms and conditions. MTNL will have the right to decrease the contract period or may terminate the contract without assigning any reason to contractor.

11 Evaluation and Comparison of Substantially Responsive Bids

11.1 MTNL shall evaluate in detail and compare the bids.

11.2 The evaluation for ranking the bids shall be carried out on the basis of "Grand Total Amount" w.r.t. the rates quoted as per Financial Bid. The decision of MTNL would be Final.

11.3 On selection of successful bidder, the letter of acceptance will be sent to the firm. The final work order will be issued after the selected bidder deposits the security Money/ Bank Guarantee within the stipulated period. The contractor/tenderer shall start the work within the period prescribed by MTNL in the work order. Failure to complete within the date will result in forfeiture of Security Money/ Bank Guarantee.

12 SUMMARY REJECTION OF BIDS:

Any one or more of the following action/commissions are likely to cause summary rejection of bid.

- a) Any bid received late without conclusive proof that it was delivered before the specified closing time.
- b) Any bid, unless exempted specifically, not accompanied by required Earnest Money and tender document fee.
- c) Any bid received unsealed or tender enquiry number etc not mentioned on the envelop /envelops.
- d) Any conditional bid or unsigned bid documents.
- e) In case of partnership, if bid not accompanied by an authorization for signing the bid.

- f) Bid in which rates have not been quoted in the manner specified in the bid Performa Annexure- 'E'.
- g) Any effect by a bidder to influence the purchaser in the bids evaluation, bid comparison or contract award decision may also result in rejection of the bid.
- h) Any information submitted found to be incorrect
- i) Bid not accompanied with experience certificate as per clause 2.1 of section-I of the tender document .
- j) Any bid in which required documents have not been submitted as asked vide point (a) to (j) of Para 3.1 above.

13 ACCEPTANCE OF THE BID

- 13.1 Acceptance of bid shall be communicated through Registered / Speed Post/ Email.
- 13.2 The selected bidder/bidders **within two weeks** from the date of letter of acceptance of the bid shall submit.
- (i) Letter of acceptance of the offer.
 - (ii) Performance Guarantee of the value specified in letter of acceptance of the bid. The performance guarantee shall be submitted by Bank Draft / Bank guarantee and details of the same to be specified in the letter conveying acceptance of the bid.
 - (iii) The performance guarantee can be submitted in the form of Bank Guarantee from a scheduled Bank as per the format specified by MTNL.
- 13.3 **The final award letter/ contract shall be issued or signed only after the receipt of documents listed in 13.2 above.**
- 13.4 Failure of the successful bidder to comply with the requirements of 13.2 and 13.3 above shall constitute sufficient ground for annulment of the a bid and forfeiture of the Earnest Money in which event MTNL may make the offer to any other bidder at its discretion or call for new bids
- 13.5 If terms and conditions in the award letter/contract are different with terms and conditions outlined herein it should be clearly understood that those mentioned in award letter/contract should govern the contract. In the event of any ambiguity or discrepancy interpretation of the MTNL shall be final.

14 **VALIDITY OF CONTRACT/ORDER**

The successful bidder will enter into an agreement with MTNL on the approved rates for a period of **12 months** from the date of entering into the said contract. The contract period can be extended initially for a period of three months or for one year with mutual consent on same rates, terms and conditions. The extension of the contract period is the sole discretion of GM (NP), MTNL, Delhi.

15 **Variation in Value/Quantity**

MTNL can increase/ decrease the tendered quantity (on need basis) up to 25% with the approval of GM (NP) and up to 50% with the approval of ED, MTNL, Delhi.

GENERAL CONDITIONS OF CONTRACT

PART –A: GENERAL CONDITIONS

1. Submission of bid against this offer will bind the bidder to the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by the MTNL

FORFEITURE OF EARNEST MONEY

If the bidder fails to act on the offer of MTNL by the specified date, the earnest money is liable to be forfeited.

Earnest Money is also liable to be forfeited, in case the bidder withdraws the offer after opening of the bid before the expiry of the bid validity period.

2. PERFORMANCE SECURITY

2.1 The successful bidder will be required to deposit an amount equal to 5% of the contract value as performance guarantee within two weeks of issue of letter of intent conveying MTNL's intention for accepting the bid.

2.2 The performance guarantee valid for a period of eighteen months on stamp paper of Rs. 100 shall be submitted either in the form of bank guarantee (on prescribed Performa as per Annexure-I) or bank draft issued by a scheduled bank.

2.3 The performance guarantee shall remain with MTNL and will be discharged after completion of the contractual performance obligations including any warranty obligations under the contract.

2.4 If the successful bidder/bidders fails or neglects any of his obligations under the contract, MTNL, New Delhi will forfeit either whole or any part of performance guarantee furnished by the bidder as aforesaid as compensation for any loss resulting from such failure.

2.5 MTNL shall not be liable to pay any interest on money deposited as performance guarantee.

3. EXECUTION TIME LIMIT

3.1 The periodicity of job as stipulated in Annexure-C of NIT or letter of offer shall be deemed to be the essence of the contract.

FORCE MEJURE CLAUSE

If at any time, during the continuance of this contract, performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any event or hostility acts of public, enemy, civil commotion, sabotage, tides, floods, explosion, epidemics, guarantee restricts, strikes, lockouts or act of god (herein after referred to as events) provided notices of happening of any such eventuality is given by 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 performances. The contract may be resumed as soon as practicable after such event has come to an end or cease to exist. Decision of Executive Director, MTNL, New Delhi shall be final in this regard. If the performance in whole or part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.

DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION

- 1) For all the agreements /contracts/Tenders/MOU etc finalized with the approval of CMD, MTNL, the CMD MTNL shall solely be the authority in finalizing suggestions amongst the panel of Arbitrator and/or approving a selection amongst the suggestions of the other party.
- 2) For all the agreements /contracts/Tenders/MOU etc at the unit level, the ED of the respective unit (Delhi/Mumbai) and CGM WS for WS section shall solely be the authority in finalizing suggestions amongst the panel of Arbitrator and/or approving a selection amongst the suggestions of the other party.

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

However, if, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions.

- (a) Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs. 20 crores, there shall be three Arbitrators.
- (b) For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.
- (c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel along with the letter invoking the Arbitration. The other party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.
- (d) For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party shall convey the name of its

nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrator.

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

4. PAYMENT TERMS

4.1 The payment shall be made after receipt of satisfactory work done certificate from the concerned building in charge on monthly basis.

Pre-receipt

4.2 The payment will be made on passing and pre-checking of the bills according to MTNL's rules on submission of such bill on monthly basis.

5. TERMINATION OF CONTRACT

5.1 The MTNL may without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor terminate this contract in whole or in parts.

If the contractors fail to execute any or all of the jobs within the time period (s) specified in the contract or any extension thereof granted by the MTNL.

If the contractor fails to perform any other obligations(s) under the contract, and If the contractor in either of the above circumstances does not quote his failure within a period of 07 days (or such longer period and the MTNL may authorize in writing) after receipt of the default notice from the MTNL.

5.2 In the event of termination of the contract in whole or in part, THE MTNL may execute/get executed the said contract upon such terms and in such manner, as it deems appropriate. The contractor shall be levied to the MTNL for the any excess cost for such similar contracts. However the contractor shall continue performance of the contract to the extent not terminated.

5.3 MTNL may without prejudice on the happening of any of the above mentioned circumstances to its other right under law or the contract provided also where execution of balance quantity of the items get the remaining work done at the risk and cost of the contractor and book to him for the payments thereof and can also claim a set off if any dues payable under this contract or any other contract under set off clause. MTNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.

6. SET OFF

Whenever under this contract any amount is recoverable from or payable by the contractor General Manager (NP) MTNL, Nehru Place Telephone Exchange Building, Nehru Place, New Delhi -110506 shall be entitled to recover such sum by appropriating in part or whole from the security deposit made by the bidder for this contract or for any other contract. In the event of this security not being taken, then the balance of the total sum recoverable shall be deducted from any sum then due or which any time thereafter may become due to the bidder under this order or any other contract with MTNL.

7. The contractor cannot assign/transfer and sub-contract his interests/obligations under this contract without the prior written permission of the MTNL and such permission will not relieve the supplier/contractor from any liability arising or obligation under this contract.

8. DELAY IN PERFORMANCE AND LIQUIDATED DAMAGES

8.1 Delay in performance of the work obligations shall render the contractor liable to any or all of the following actions:

(a) Forfeiture of performance security,

(b) Imposition of L.D,

(c) Termination of the contract for default.

8.2 In case of any likely-hood of delay in timely performance of service, the contractor shall notify MTNL and MTNL may evaluate the situation and may in its discretion extend the period of performance of the contract without giving any benefit of increase due to change in duties/taxes but, however, taking the advantage in case of reduction to its account.

8.3 In case, contractor is unable to execute the work awarded within the stipulated period, MTNL, without prejudice to any other action, due to the default also reserves the right to order such job / work, at an price as deemed fit in its discretions with another firm and the contractor will be liable to pay the extra cost arising out of such an order. However, MTNL will not be liable to pay the benefit of any difference in cost to the contractor.

Section-III

(Annexure-C)

Description of work of specific Terms and Conditions

1. The work requires repairing of SMPS Module 12.5/25/50/100/ 150/200/ AMP (of power plants of various Make like, Amar Raja/HECL/Elcot/Exicom /delta SELECT/Semax/ EPSCON/ Lucent/Tata Lucent/ITI/ Adore) and 600 AMP conventional Type power plant that are installed in different telephone exchanges under the jurisdiction of GM (NP) MTNL Delhi. The contractor shall:
 - (i) Diagnose the hardware & software faults of above referred modules.
 - (ii) Rectify the hardware & software faults detected.
 - (iii) Repair / replace the faulty components of the module.
2. The bidder should quote the repair charges inclusive of transportation, handling etc. and excluding GST. For repair of conventional power plant/ SMPS module including base rack and control panel the rates will be inclusive of all spare parts and consumables, freight, handling charges.
3. The concerned SDE shall intimate to the contractor about the fault of SMPS/Power Plant by Telephone/Fax/Email/By post. The unit officer will maintain the record such as date and time of complaint/SMPS cards hand over to vendor for repair and the contractor will also maintain a record for all such details received and will maintain a case serial number, which will be given to complainant. Work order shall be given subsequently.
4. Since the proper functioning of Power Plant is essential for running of the exchanges, the total failure will affect the telecom services in that exchange. Therefore the contractor must take adequate steps/alternate arrangement etc. to ensure that there is no total failure of telecom services during the currency of rate contract.

5. Repairing of faulty SMPS module of Power Plant or cards of Conventional Power Plant either on site or at his local repair Centre shall be done within 3 days from the date and time of booking of fault. If the contractor feels that the faulty module or any unit is required to be taken to the workshop/ repair centre of contractor then the same will be transported at contractor's own cost under proper receipt to SDE concerned and delivered back to SDE within a period of 3 days from the date of fault booking. If handed over equipments are not repaired within 3 days, a penalty of Rs. 300 per day will be imposed.
6. Before accepting the faulty modules/faulty units of P/P, the contractor may check that the modules/faulty units of P/P are complete in all respects and all components (which need not be of same company) are available in each Module of P/P. Any report of missing components or damage in PCB of modules or cards of P/P after the receipt of cards for repair by contractor will not be entertained.
7. The contractor has to ensure that the modules handed over for repair are not declared beyond repair.
8. The work order will be issued by concerned unit officer and counter signed by concerned DE under whose jurisdiction the power plant is maintained.

9. **Payment:**

MTNL shall not pay any charges in advance. Bills shall be raised by contractor on monthly basis. The payment shall be made on satisfactory completion of the work as per the terms & conditions of the contract, work done to be certified by concerned In-charge Unit Officer and duly counter signed by concerned Sr. Manager in-charge. Bills shall be submitted to concerned unit officer along with:

- a. Bill in duplicate with satisfactory certificate for work done.
- b. Copy of log book indicating Identity (S. No.) of repaired module, the date & time of reporting of fault, mode (nature) of fault, and also dated and time of its rectifications duly counter signed by concerned Sr. Manager in-charge,
- c. Copy of work order.
- d. GST registration number is mandatory on bill.

Concerned unit officer will process the case for payment.

10. **INSPECTION:**

- a) After carrying out repairs of the faulty P/P modules these will be handed over to SDE concerned who will accept the repaired P/P modules after inspection and testing on 10% extra load.
- b) The SDE concerned shall stamp or paste a slip at the bottom of Modules of SMPS P/P or faulty units of P/P which have been found to be repaired properly including the date of release of Modules of SMPS P/P or faulty units of P/P after repair. The warranty shall commence from this release date.

11. Extension of repair time

If the Officer-in-charge is of the opinion that the grounds shown for extension of time are reasonable, the DE in charge shall consider the request (keeping all the facts and circumstances in view) and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

12. WARRANTY OF REPAIRS:

The Contractor will provide **six months warranty** for the repaired SMPS Modules. In case the repaired modules of SMPS P/P or faulty units of P/P develop any defect or deficiency or fault, i.e. they become faulty during the warranty period, the contractor shall rectify, repair and remedy such defects/deficiency free of charge as per clause 13 (b).

13. PENALTIES: If there is delay in attending the faults, following penalty will be imposed:

a) If repairing work is not completed within a period of three days in general, a penalty of Rs.300/- per day will be levied and in case of Exch Breakdown, if repairing work is not completed within a period of 4(four) hours, the work will be got done from the other agency at the risk and cost of contractor.

b) If repairing work of a module which is within warranty period is not completed within a period of two days from date of complaint, a penalty of Rs 500 per day shall be levied.

c) Above penalty/penalties for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of contract.

d) In case module(s) are damaged while repairing, the contractor shall be responsible to pay the original cost of the module(s) or make the damage good by replacement. If the contractor fails to make up the damages caused to MTNL, a penalty not exceeding the cost of the module(s) may be imposed and recovered from the contractor.

14 During the validity of contract for any injury to the person (s) of contractor, the liability shall rest with the contractor. MTNL shall not be a party to any legal dispute arising out of said incident.

15. If the contractor fails or neglects any of his obligations under the contract the MTNL reserves the right to forfeit either whole or part of the security deposit or any other payment to be made to him. In case the performance of contractor is not found to be satisfactory even after issue of two written warnings, the contract is liable to be cancelled & security forfeited.

DETAILS OF SMPS MODULES FAULTY AT PRESENT IN AREA

Details of SMPS Modules along with Make, capacity, total quantity and quantity of modules expected to be repaired during FY 2019-20 is as under:

Make	Rating 12.5A	Rating 25A	Rating 50A	Rating 100A	Rating 150A	Rating 200A	Rating 600A	Control Panel
	Repair expected	Repair expected	Repair expected	Repair expected	Repair expected Faulty	Repair expected	Repair expected	
ELCOT (Conventional type)							5	
TATA LUCENT			2			9		
EXICOM				14		10		
AMAR RAJA				9				
ADORE				6				
HECL				6				
ITI				34				
DELTA		3						
SELECT	10							
EPSCON					2			
SEMEX	2							
POWER PLANT MAKE								9
Total	12	3	2	69	2	19	5	9

Total no of (expected to be) faulty Modules= 121(approx)

Note :-

1. The contractor will have to repair the modules of other makes also (if required).
The Quantity of faulty modules may increase/ decrease and no compensation would be given to the contractor for the reduced quantum of work. The quantity /value of tender can be increased / decreased up to 25% with the approval of GM (NP) & 50% with the approval of ED.

Annexure- 'E'
Financial Bid Form (Rate Quotation)

Tender Enquiry No.: AGM (T/F)NP/ Tender/ SMPS repairing 2019/05

To

AGM (T/F) NP,MTNL, Nehru Place Tel Exch Bldg, New Delhi

Sir

I/we have thoroughly examined and understood the terms & conditions mentioned in tender documents under reference and agree to abide by them. I /we quote the rates for proposed job as under:

S. No.	Description of SMPS modules		Quantity	Repair charge per unit (In RS) (including transportation, handling etc. and Excluding GST)		(d) Total Amount
				In figures	In words	
(a)	(b)	(c)	(d)	(e)	(f)	G = d x e
1	Repair Charge for 12.5 AMP SMPS MODULES	SEMEX	2			
		SELECT	10			
2	Repair Charge for 25 AMP SMPS MODULES	DELTA	3			
3	Repair Charge for 50 AMP SMPS MODULES	LUCENT	2			
4	Repair Charge for 100 AMP SMPS MODULES	EXICOM	12			
		ITI	34			
		AMARRAJA	9			
		ADORE	6			
		HECL	6			
5	Repair Charge for 150 AMP SMPS MODULES	EPSCON	2			
6	Repair Charge for 200 AMP SMPS MODULES	EXICOM	12			
		LUCENT	9			
7	Repair Charge for 600 AMP SMPS MODULES	ELCOT	5			
8	Repair charge for Control Panel SMPS/conventional Type		9			
		Total	121	Grand Total Amount		

* The prices should be in Figures & Words.

* The quantity is for evaluation purpose only and may increase/ decrease. The job would be assigned on actual basis.

Date

Seal & Signature of Authorized Signatory

With Name and Status Viz. Proprietor, partner Manager

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Relationship Declaration Certificate

(On Rs. 10/- Non Judicial stamp paper duly attested by Notary)

a) I/we hereby declare that none of my/own close relatives
am/are Employed in MTNL/BSNL.

Or

b) I/we do hereby declare that my/ our close relatives is /are employed
in MTNL/BSNL and his/her/their particulars are as follows.

Name :

Designation :

Place of Posting :

I/we am/are aware that concealment of furnishing of wrong or in complete information
in this regard shall tender me/us liable to remove from the approved list of contractors
and further debar me/us from future contract (s) and also forfeit of security deposit etc.

Out of (a) & (b) above score whichever is not applicable.

Signature of the Bidder/Contractor

Date:

ANNEXURE -'G'

DECLARATION

(On Rs. 10/- Non-judicial stamp paper duly attested by Notary)

I, _____ S/o /Wife of

Sh. _____ and proprietor/director/partner of

M/s _____ do hereby solemnly affirm and declare as under:

1. That I am the sole proprietor/partner/director of M/s.
2. That I state and declare that the above firm M/s _____ has never ever been debarred and/or blacklisted by any department of Central Govt./state Govt./PSU/Public bodies/Municipalities.

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

Signature of the Proprietor/Partner/Director

Station: _____ (Sh./Smt /miss)

Note:

The signatory should not affect any variation in the text of declaration in any other form.

AGENCY DETAILS

1. NAME OF AGENCY -----
2. OWNER / Partners name -----
3. GST REGISTRATION NO.-----
4. TELEPHONE NO. --- Landline-----Mobile-----
5. (a) RESIDENTIAL ADDRESS -----
(b) OFFICE ADDRESS -----
6. E- mail ID of the firm -----
7. EXPERIENCE -----
(As mentioned in clause 2.1of section 1 in NIT)
8. LIST OF MAJOR CLIENTS
(Enclose copy of order/contracts-----
along with item details)

9. ANY OTHER INFORMATION/
DOCUMENTS WHICH MAY
HELP MTNL IN ASSESSING -----
YOUR CAPABILITIES FOR
AWARDING OF CONTRACT. -----

OFFICIAL SEAL/STAMP
OF THE BIDDER

PROFORMA FOR BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

B.G. No. :
DATE OF ISSUE :
VALID UPTO :
Tender Enquiry No.

To,
MAHANAGAR TELEPHONE NIGAM LIMITED
O/O GM (NP)
New Delhi

Dear Sir,

In accordance with your invitation to Bid under your reference to having their Registered/ Head office at (hereinafter called the Bidder) wish to participate in the said Bid for

As an irrevocable bank Guarantee against bid guarantee for an amount of Rs. _____
_____) is required to be submitted by the Bidder as a condition precedent for participation in the said Bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the _____ Bank _____ Having our head office at _____
guarantee and undertake to pay immediately on demand by MTNL, the amount of Rs. _____).

Without any reservation protest, demur and recourse. Any such demand made by MTNL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. This guarantee shall be irrevocable and shall remain valid upto _____ if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp.

On this _____ day of _____ 2018
at _____

WITNESS :-

1. Signature
Name
Official address

Signature & Name
(Designation with Bank Stamp)

BID FORM

To

The General Manager (NP)
M.T.N.L.
Nehru Place Tel Exch Bldg,
New Delhi - 110002.

Dear Sir,

1. Having examined the conditions of contract mentioned in tender document for the appointment of agency for repairing of SMPS modules/conventional type in different telephone exchanges under GM (NP) MTNL Delhi, receipt of which is hereby duly acknowledged, we, the undersigned offer to provide to MTNL the said services as detailed in the annexure attached hereto & made part of this tender document, we are submitting herewith details in annexure A to J of this tender form.
2. We undertake, if our tender is accepted to commence services as per the tender, within seven days calculated from the date of receipt your notification of award.
3. If our bid is accepted, we will provide performance security in the form of bank guarantee from the scheduled bank for a sum not exceeding 5% of the anticipated value of the contract, for the due performance of the contract, in accordance with the condition of the contract.
4. Our tender offer shall remain valid for acceptance for a period of 150 days after the date of tender opening prescribed by the MTNL.
5. We agree to abide by this tender for a period of one year extendable by another one year on same rate, terms & conditions. The rates on which the contract is awarded will not be reviewed during the period of contract & its extension, if any.
6. Until a formal contract is prepared & executed; this tender together with our written acceptance thereof in response to your notification of award, shall constitute a binding contract between us.
7. We understand & agree that you are not bound to accept the lowest price bid or any tender that you may receive.

Dated thisday of month 2018

Signature

(In capacity of)

Duly authorize to sign the tender for & on behalf of

Signature of witness

Witness address