

# **Request for Proposal**

**For**

## **Supply of VRLA Batteries**



**Requested By**

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

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

**Phone + 230 52943333, Fax +230 52940606, Email: - [tenders@mtmltd.net](mailto:tenders@mtmltd.net)**

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## SECTION-I

### GLOBAL TENDER NOTICE

#### NOTICE INVITING PROPOSAL

RFP No.: MTML/Battery/RFP/2020/1

Dated: 11-11-2020

Mahanagar Telephone (Mauritius) Ltd. (MTML) invites sealed **global RFP** from eligible bidders as per eligibility conditions of RFP, under two stage bidding system for **Supply of the VRLA Batteries** for backup power of BTSs (DC -48V) for its **Mobile Network in Mauritius.**

#### Due Dates for submission of the offers are as below:

1	Date of issue of Request for Proposal (RFP)	11-11-2020
2	Sale of RFP document starts from	12-11-2020
3	Requests for Clarification from Vendors	Upto 11.00 hrs on 26.11.2020
4	Issue of Clarifications by MTML	28.11.2020
5	Last date for bid Submission	Upto 14.00 hrs on 28.12.2020
6	Date & Time for opening the offers	15.00 hrs of 28.12.2020

#### Note:

All timings given above are Mauritius local time. MTML reserves the right to change the above dates at its discretion.

Bidders are requested to submit their proposal, as per the terms and conditions of this RFP. Intending Bidders may download the RFP document from MTML Web site **www.chili.mu/services** or collect the same from CFO, MTML, Ebene, Mauritius on all working days till the last date of submission of bid as mentioned above, on payment of MUR 4000 or USD 100 as tender/bid fees. Outstation bidders may transfer USD 100 to the MTML's account mentioned at clause 16.1 of section II of this RFP.

Bid security of USD 5,000 (Five Thousand Dollars only) is to be provided by the bidder for consideration of his bid. Outstationed bidders may Wire Transfer USD 5,000 in MTML's account mentioned at clause 16.1 of section II of this RFP and submit proof of payment along with the bid document. Wire Transfer Charges shall be borne by the bidder.

sd/  
CEO, MTML

## SECTION - II

### INSTRUCTIONS TO BIDDERS

#### 1. INTRODUCTION.

Mahanagar Telephone (Mauritius) Ltd. (MTML) invites sealed global RFP for **“Supply of VRLA Batteries” for MTML’s GSM Network in Mauritius** in two stage bidding system. The bidder is required to submit its technical and financial bids in separate envelopes. In the first stage, only technical bid would be opened and evaluated. In second stage, the financial bid of only those bidders, who are found technically suitable, will be opened and evaluated. The material supplied must meet the technical criteria specified by MTML in this RFP document.

#### 2. DEFINITIONS

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

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

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

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

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

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

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

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

#### 3. Eligibility:

- 3.1 The bidder should be an Original Equipment Manufacturer (OEM), manufacturing the specific requested equipment OR his authorized distributor/ agent/ representative, duly authorized by the OEM to submit the bid on their behalf, having the certificate of authorization for submitting the bid and supplying and maintaining the equipment on behalf of the OEM. The authorization certificate shall be required to be submitted at the time of bid indicating the commitment of O.E.M. for meeting contractual obligations.

- 3.2 The bidder/OEM, in addition to the above, should also have got an experience of having supplied the required material to at least 3 telecom operators.
- 3.4 In support of above eligibility requirement, the bidder/OEM must provide experience certificate from the telecom operators in the following format:
- a) Name of the organization and country.
  - b) Experience of supplying the material indicating quantity, type and date of supply.
  - c) Statement to the effect that performance against (b) above is satisfactory.

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

#### **4. COST OF BIDDING**

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

#### **5. THE BID DOCUMENTS**

- 5.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:
- a) Notice Inviting RFP
  - b) Instructions to Bidders
  - c) General (Commercial) Conditions of Contract
  - d) Special conditions of Contract.
  - e) Schedule of Requirements and delivery schedule
  - f) Technical Specifications.
  - g) Bid Form and Price Schedules
  - h) Bid Security Form or Wire Transfer Receipt along with Bid Fees receipt
  - i) Letter of authorization to attend bid opening.
  - j) Performance Security Bond Form

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

## **6. CLARIFICATION OF BID DOCUMENTS**

- 6.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser at the Purchaser's mailing address in writing or by FAX (on +230 52940606) or by email (at [tenders@mtmltd.net](mailto:tenders@mtmltd.net)). The Purchaser may, but shall not be obliged to respond in writing to any request for the clarification of the Bid Documents, which it receives not later than the date mentioned above. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 6.2 Any clarification issued by MTML in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- 6.3 The bidders are required to keep a watch on the MTML web site w.r.t. any amendment to the RFP document or to clarification to the queries raised by the bidders till a day prior to the opening of the RFP. MTML reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the RFP document and amendments for their completeness.

## **7. AMENDMENT OF BID DOCUMENTS:**

- 7.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 7.2 The amendments shall be notified in writing by email or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 7.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **8. PREPARATION OF BIDS**

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in **ENGLISH** language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will

be solely and completely on the bidder and purchaser shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

## 8.2 DOCUMENTS COMPRISING THE BID

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

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

## 9. BID FORM

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

## 10. BID PRICES

- 10.1 The prices quoted shall be **CIF** at Mauritius and shall be in **US DOLLAR** for all items as per the schedule of requirement (Section-V) and other items, if any, strictly in appropriate price schedule tables attached to these documents as per Section VII..
- 10.2 The Purchaser shall be responsible for paying all the duties/ levies on equipment within Mauritius and the duties/ levies outside Mauritius shall be responsibility of the Bidder.
- 10.3 The prices quoted by the Bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. An offer submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 10.4 The unit prices quoted by the Bidder shall be in sufficient clarity as given in price schedule at section VII, with details to enable the Purchaser to arrive at prices of equipment as offered.
- 10.5 'DISCOUNT', if any, offered by the Bidder shall not be considered unless they are specifically indicated in the price schedule. Bidder, desiring to offer

discount, should therefore, quote clearly net price taking all such factors like Discount, free supply, etc. into account.

- 10.6 The quoted price shall be all-inclusive and payment of income tax/any other taxes by recipient of payments under this clause shall not be the responsibility of the Purchaser either at the time of supply of equipment or at any time thereafter.
- 10.7 The clearances for delivered or supplied goods such as custom clearance at Mauritius etc. along with the local transportation, loading / unloading of goods shall be responsibility of the purchaser.

## **11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

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

## **12. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS**

- 12.1 Pursuant to clause 8, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.



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

### **13. BID SECURITY**

- 13.1 The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee or wire transfer to MTML’s account mentioned at clause 16.1 of section II of this RFP for **USD 5,000** (US Dollars Five Thousand only) valid for 180 days. Wire Transfer Charges shall be borne by the bidder.
- 13.2 The bid security is required to protect the purchaser against the risk of bidder’s conduct, which would warrant the forfeiture of bid security pursuant to para 13.1.
- 13.3 The bid security shall be in the form of a bank Guarantee issued by a first class commercial bank in Mauritius in favour of the purchaser, valid for a period of 180 days from the date of RFP opening.
- 13.4 **The bid not secured in accordance with para 13.1 & 13.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.**
- 13.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 45 days after the placement of firm Purchase Order by the Purchaser or on expiry of the period of the bid validity prescribed by the purchaser.

13.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with clause and furnishing the performance security.

13.7 The bid security may be forfeited:

- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- (b) In the case of successful bidder, if the bidder fails:
  - (i) to sign the contract in accordance with clause 30.1 or
  - (ii) to furnish performance security in accordance with clause 29.2.
- (c) In both the above cases, i.e 13.7 (a) & (b), the bidder will not be eligible to participate in the RFP for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of MTML in this regard.

#### **14. PERIOD OF VALIDITY OF BIDS**

14.1 Bid shall remain valid for 180 days from the date of opening of bids prescribed by the purchaser. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**

14.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

#### **15. FORMATS AND SIGNING OF BID**

15.1 (i) The bidder shall prepare one complete set of original bid and make one copy of the same clearly marking one as '**Original Bid**' and other as '**Copy of Original**'. In the event of any discrepancy between the copies, the original shall govern.

(ii) The copy of quality manual and Article or Memorandum of Association may be provided in **original copy**.

15.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

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

## **SUBMISSION OF BIDS**

### **16. SEALING AND MARKING OF BIDS**

- 16.1. Intending Bidders may download the RFP document from MTML Web site **www.chili.mu/services** or collect the same from **CFO, MTML, Ebene, Mauritius** on all working days till the last date of submission of bid, on payment of **MUR 4000** or **USD 100** as tender/bid fees. Outstation bidders may transfer USD 100 in the following account and submit proof of payment alongwith the bid document:

Beneficiary Name: **Mahanagar Telephone (Mauritius) Ltd.**

Bank Name: **SBI (Mauritius) Ltd., Port Louis**

Bank A/C USD Account **156002723102**

**Swift Code: INILMUMUXXX**

Corresponding Bank: Standard Chartered Bank, New York,

Account No: 3582-08867-0001 of SBI (Mauritius), Swift Code: SCBLUS33

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

Part "A" – Techno commercial/unpriced bid.

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

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

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

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

- 16.4 Part "B" priced bid shall be submitted in original and one copy with FULL PRICE DETAILS duly sealed in separate envelopes for each item duly

superscribed with Bid document No, item detail, due date etc. and 'Financial/Priced Bid – DO NOT OPEN'

16.5 The two envelope containing Part "A" and Part "B" should be enclosed in a larger envelope duly wax sealed and bear the name and address of the bidder.

16.6 At least original copies of Techno commercial Bid and Financial Bid should be signed by the bidder on each page.

**16.7 Sealing & Marking of Bids:**

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

16.8 The inner and outer envelopes shall be:

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

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

b) Bear the RFP number, and the words "DO NOT OPEN BEFORE.(PI mention date & time as given in Section I)".

c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late' or rejected.

d) Bids may be sent by Registered Post or delivered in person on the above mentioned address. The responsibility for ensuring the Bids are delivered in time would vest with the bidder.

e) Bids delivered in person shall be delivered in person to Chief Technical Officer Mahanagar Telephone (Mauritius) Ltd, on or before the date and time specified. The Purchaser shall not be responsible if the bids are delivered elsewhere.

f) Venue of RFP Opening - RFP will be opened in Conference Room, 2<sup>nd</sup> Floor MTML Square, Ebene, Mauritius at specified time on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of MTML.

**17. SUBMISSION OF BIDS**

17.1 Bids must be received by the Purchaser at the address specified under para 16.8 not later than the date & time mentioned in section I.

- 17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 7 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 17.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems/equipment as per requirement of the Bid Documents.

## **18. LATE BIDS**

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

## **19. MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

## **BID OPENING AND EVALUATION**

### **20. OPENING OF BIDS BY PURCHASER**

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

such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## **21. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing.

**However, no post bid clarification at the initiative of the bidder shall be entertained.**

## **22. PRELIMINARY EVALUATION**

22.1 The Purchaser shall evaluate the Techno Commercial/unpriced bids to determine whether they are complete, whether any computational errors have been made, whether required sureties has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

22.2 Bids without proper authorization from the bidder/manufacturers shall be treated as non-responsive.

22.3 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any bidder.

## **23. EVALUATION OF TECHNO-COMMERCIAL BIDS:**

23.1 The details of financial strength and experience of the bidders shall be examined to determine whether the bidders meet the qualification in accordance with the criteria specified in Clause 3.

23.2 During the technical evaluation, MTML at its discretion may call upon the bidders to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTML.

23.3 The bids that do not meet all the requirements will be rejected.

23.4 Prior to detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.

23.5 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.6 Further examination of only such bids determined to be substantially responsive will be taken up and Techno-commercial clarifications/discussions,

if considered necessary, obtained/held with such bidders to determine the acceptability of the bids.

## **24. EVALUATION OF PRICE BIDS:**

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

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

***The overall per AH cost from the prices of quoted items in Bid Form & Price Schedule (Section VII Part-II) will be taken for evaluation of the Batteries.***

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

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

## **25 CONTACTING THE PURCHASER**

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

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

## **AWARD OF CONTRACT**

### **26. PLACEMENT OF ORDER**

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

### **27. PURCHASER'S RIGHT TO VARY QUANTITIES**

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

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

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

### **29. NOTIFICATION OF AWARD & ISSUE OF LETTER OF INTENT**

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

### **30. SIGNING OF CONTRACT**

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



### **31. ANNULMENT OF AWARD**

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

### **32. QUALITY ASSURANCE REQUIREMENTS:**

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

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

## **SECTION III:**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1. APPLICATION**

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

#### **2. STANDARDS**

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

#### **3. PATENT RIGHTS**

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

#### **4. PERFORMANCE SECURITY**

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

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

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

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

#### **5. INSPECTION AND TESTS**

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other testing Gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. Number of personnel to be deputed for the purpose of inspection, testing etc. shall be decided by Purchaser and the costs such as air ticket, lodging and local transportation, daily allowances etc.

shall borne by the Purchaser. Any other expenses relating to such inspection testing shall be borne by the Contractor.

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

## **6. DELIVERY AND DOCUMENTS**

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its 'Schedule of Requirements' and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of

the equipment shall be to the ultimate consignee as given in the purchase order.

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

## **7. TRAINING**

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

## **8. INCIDENTAL SERVICES**

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

## **9. WARRANTY**

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

twelve months after the stores have been taken over.

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

## **10. PAYMENT TERMS:**

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

- (i) Irrevocable and confirmed LC to the extent of 100% of Invoice value shall be established through first class bank in Mauritius and advised through first class international bank minimum 15 days prior to the date of delivery. 70% of this amount will be paid on presentation of the equipment Shipment documents/ bill of lading, packing list, insurance certificates, Factory inspection reports/ Factory test reports done by manufacturer, to MTML, Mauritius.
- (ii) Balance 30% of the LC amount is payable after 12 months from the date of supply on furnishing the satisfactory performance certificate from the purchaser.

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

## **11. CHANGES IN PURCHASE ORDERS**

- 11.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
  - (b) the method of transportation or packing;
  - (c) the place of delivery; or
  - (d) the services to be provided by the supplier.

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

## **12. SUBCONTRACTS**

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

## **13. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

## **14 Liquidated Damage**

- 14.1 The date of delivery of the stores stipulated in the acceptance of offer should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given, save in exceptional circumstances and within the entire discretion of the Purchaser.

- 14.2 Should the Contractor fails to deliver the stores or any consignment thereof within the period prescribed for delivery, the Purchaser shall be entitled to recover 1% (one percent) of the value of the delayed supply for each week of delay or part thereof up to a maximum deduction of 12% of the contract value. In the case of package supply where the delayed portion of the supplies materially hamper installation & commissioning of the whole system, LD charges shall be levied as above, on the total value of the contract. Quantum of Liquidated Damages assessed and levied by the Purchaser shall be final and not challenge-able by the Contractor. Once the maximum is reached, or delay exceeds a period of 12 weeks, the Purchaser may consider termination of the Contract.

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

## **15. Insurance**

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

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

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

## **16 Force Majeure**

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

fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the Contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials / bought out components and stores as the Contractor may with concurrence of the Purchaser elect to retain.

## **17 Termination for Default**

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

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

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

## **18. Termination for Insolvency**

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

## **19. Arbitration & Conciliation**

Any dispute, which remains to be resolved through amicable and good faith discussions between the parties within 180 days of the beginning of such discussion, shall be resolved in accordance with the Rules of United Nations Commission for International Trade Law (UNCTRIAL). The venue of



arbitration shall be Mauritius. The laws of the Republic of Mauritius shall be applicable in arbitration. The language used in arbitration proceedings shall be in English. Each party shall bear its own cost for making submission to the Arbitration. The Arbitrator shall be appointed by the common consent of both parties, failing which by the Judge in Chambers of the Supreme Court of Mauritius on the application of either or both parties.

**20. Subject Laws and Jurisdiction**

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

**21. Set Off**

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

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

**23. NOTICES**

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

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

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

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

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

### **23. Confidentiality**

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

\*\*\*\*\*

## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT**

1. Provisions spelt out in this section shall prevail over the conditions specified anywhere else in this RFP document, in case of conflict.
2. Purchaser reserves the right to blacklist a supplier for a suitable period in case he fails to honor his offer without sufficient grounds.
3. Sourcing OEM of all spares / equipments including components shall be provided by the supplier.
4. Quality Standards: The material supplied shall be manufactured in accordance with the International Quality Standard ISO-9001:2000 for which the manufacturer shall be duly accredited. The quality plan describing the quality assurance system followed by the manufacturer shall be submitted.
5. If the Date fixed for opening of bids is, subsequently, declared as holiday by the MTML, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
6. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this RFP. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.
7. The supply of material will be accepted only after Testing/inspection is carried out by MTML's authorized personnel as per prescribed schedule and material passing the test successfully.
8. The bidder shall furnish all inclusive itemized prices as per price schedule Section VII.
9. For BTS batteries, the bidder should provide the latest technology VRLA batteries (Gel Type) having a life of atleast 10 years. These batteries are required to be fitted inside the outdoor BTS cabinet installed at various sites (size mentioned in Technical Specifications section) and will be working in non-air conditioned environment.

10. In view of the fact that there is no standard capacity specified for batteries and different manufacturers have different capacities, a variation of maximum +/- 10 AH is acceptable from the capacities specified above for different batteries required. There is no limit for upward variation.
11. MTML may go for placing the order for batteries in lots depending on actual requirement. The total quantity will be ordered in not more than 2 lots.
12. The Battery set along with all the accessories have to be packed as per the specifications and transported to the consignee as per the PO given by the Purchaser. Delivery of each battery set should be complete in all respects. Partial delivery without accessories/Parts will be treated as non delivered and signed bill copy will not be issued to such consignment or signed bill copy issued will be cancelled on finding such deficiency on later stage.
13. There will be no AMC/repair contract for VRLA Batteries.
14. Replacement under warranty clause shall be made by the supplier free of cost, including freight, local transport, insurance and other incidental charges.
15. Bidder shall supply two sets of complete documents on description, operation and maintenance aspect of the equipments supplied.
16. For the purpose of interpretation of all clauses of the terms and conditions of this RFP, the decision of MTML shall be final.
17. The Bidder/their collaborator will specify the quality control procedures and methods adopted by them in their production facilities to ensure the quality standards. If and when the local production set-up is established, the same quality control methods will be implemented and the bidder will guarantee that the material is of international quality standards. Purchaser reserves the right to visit the manufacturing facilities at any time at its discretion to check the implementation of the quality procedures.

\* \* \*

**SECTION V**  
**SCHEDULE OF REQUIREMENT**

Sl. No.	Item	Quantity	Delivery period
1	BTS batteries -(Lead Acid-GEL) (150 AH)	80 sets( 4 cells of 12 V each)	Ordered quantity to be delivered within 3 months of the date of issuance of Purchase order
2	BTS batteries -(Lead Acid-GEL) (200 AH )	20 sets( 4 cells of 12 V each)	

## SECTION VI

### TECHNICAL SPECIFICATIONS

1. The batteries shall be sealed maintenance free VRLA GEL batteries with immobilized electrolyte and leak proof with cover sealed. The container shall be made of flame retardant PVC or equivalent. The tensile strength of the material of the container shall be such as to handle the internal cell pressure of the cells in the worst working condition. VRLA batteries shall be manufactured in accordance with International Quality Standard ISO-9001-2000 for which manufacturer shall be duly accredited
2. The average ambient temperature shall be 35°C. The Bidder shall submit temperature vis-à-vis life curve along with the bid. The offered battery sets shall be compact and shall require no regular maintenance
3. The cell covers shall be made of suitable material compatible with the container material and permanently sealed with the container. It shall be capable of withstand pressure without bulging, cracking and fire retardant. Fixing of pressure regulation valve & terminal posts in the cover shall be such that the seepage of electrolyte, gas escape and entry of electro-static spark are prevented.
4. Both the +ve and –ve terminals of the cell shall be capable of proper termination and shall ensure its consistency with the life of battery. The surface of the terminal post extending above the cell cover including both hole shall be coated with the acid resistant and corrosion retarding materials. Both +ve and –ve posts shall be clearly and unambiguously identifiable. All exposed metal parts shall be protected with heat shrinkable silicon/PVC sleeves for reducing the environmental impact including a corrosive environment. Nuts and bolts for connecting the cell shall be made of copper, brass or stainless steel. Copper or brass nuts and bolts shall be effectively lead coated to prevent corrosion.
5. The batteries shall be of long life, large thermal capacity, corrosion resistant, wide operating temperature range, strong charge acceptance & better deep discharge resistance.
6. The cells of batteries shall not explode or burn when an electrostatic discharge of 15 KVA is applied to any of its part exposed to contact.

7. Ampere-Hour (AH) rated capacity\* of the batteries required to provide the backup power as follows:
  - a. BTS sites (Lead acid) : -48V x 150AH ~ 200AH \* For DC power (to rectifier)

*\*variation of +/- 10AH allowed on given rated capacity. Actual rating to be given in price schedule (Section VII Part II)*
8. Failure of one or two cells shall not cause the failure of the battery and shall be able to provide uninterrupted power supply.
9. The capacity of the each battery shall be calculated at 18 - 33°C room temperature variations. The vendor shall provide the discharge tables of battery at C/3, C/4, C/5, C/6, C/8, C/10, C/20, C/72 & C/120 rate of discharge to enable MTML staff to set the charge controller voltage low disconnect to ensure that the batteries are not allowed to discharge beyond 80% of its rated capacity. The BTS sites batteries shall be provisioned with 4cells/48V with the cells of 12V rated capacity each.
10. The design life of the battery shall be at least 10 years.
11. The battery shall be capable of being recharged from the fully exhausted condition at the specified float voltage.
12. The bidder should provide the detailed technical specification, charging, discharging & self discharge characteristics of the proposed battery models.
13. The batteries shall have compliance to ISO/TLC/CE/UL certifications and the bidder should submit the relevant certifications.
14. The 150AH batteries should be able to fit in the existing outdoor cabinets. **The proposed battery bank (4cells/48V) should be able to fit in the rack space of 480mm (width) x 340mm (height) x 570mm (length).** For 200AH batteries the battery cabinet as optional items.
15. The batteries shall be compliant to the following conditions.
  - a. The internationally adopted design practice shall be followed. The partial plating of cell is not permitted.
  - b. Cell matching is essential for optimum life and performance of the battery. For the purpose of cell matching, the following clauses shall be met.

**i. Voltage Matching:**

1. Parallel Cell Matching: The difference between cell voltages in the cell module string, with the highest & lowest open circuit voltage shall be less than 0.02V. Throughout the discharge, the difference between the float voltages of cells having the lowest and the highest float/charge voltage in the cell module string shall be less than 0.02V. The average float voltage of each cell shall be within +/- 0.01V of the specified float voltage during float/charge.
2. Series Cell Matching: The difference between cell voltages in a cell module & cell modules in the battery string, with the highest & lowest open circuit voltage shall be less than 0.1V. Throughout the discharge, the difference between the float voltages of cells having the lowest and the highest float voltage in the cell module/battery string shall be less than 0.1V. The average float voltage of each cell shall be within +/- 0.05V of the specified float voltage during float & charge.

**ii. Capacity Matching:**

1. Parallel Capacity Matching: The difference between the highest and lowest cell capacities on a cell module string shall not be more than 4% of their rated capacity.
2. Series Capacity Matching: The difference between the highest and lowest cell capacities in a cell module & cell modules in a battery string shall not be more than 5% of their rated capacity.



**SECTION VII**

**PART- I  
BID FORM**

RFP No.: MTML/Battery/RFP/2020/1

Dated: 11-11-2020

To

Chief Technical Officer  
MAHANAGAR TELEPHONE (MAURITIUS) LTD,  
Mauritius

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos .....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your LOI.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 12% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of .....2020

Name and Signature -----

In the capacity of -----

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

Address .....

Signature

**SECTION VII**

**PART-II**

**PRICE SCHEDULE FOR BATTERIES**

**(Prices in US Dollars only)**

Sl. No.	Item Description (As per Tech specification in RFP)	Quantity	Basic Unit Price	Taxes & Duties (Outside Mauritius) Freight, Insurance & Other Charges	Basic all inclusive Price {(4)+(5)}	Discounts	Total Price {(6)-(7)} x (3)
1	2	3	4	5	6	7	8
1	BTS batteries* - (Lead Acid-Gel) (150 AH**)	80 sets( 4 cells of 12V each)					
2	BTS batteries - (Lead Acid- Gel) (200 AH**)	20 sets( 4 cells of 12V each)					
	Total						

Note:

\* The proposed battery bank (4cells of 12V each) of 150AH should be able to fit in the rack space of 480mm (width) x 340mm (height) x 570mm (length).

\*\* Variation of +/-10AH allowed on given rated capacity. Actual rating of the batteries to be provided by the bidder.

# Section-VIII

## Bid Security Form

RFP No.: MTML/Battery/RFP/2020/1

Dated: 11-11-2020

Ref No. : .....

Date : .....

**To**

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

Whereas [Name of Bidder] hereinafter called "The BIDDER" has submitted its Offer dated [date of submission] for the "Supply of Batteries" hereinafter called "The Equipment".

KNOW ALL PEOPLE that we [name of bank] of [name of country] having our registered office at [Address of Bank] hereinafter called "The BANK" are bound unto Mahanagar Telephone (Mauritius) Limited, hereinafter called "The MTML" by the amount of USD 5,000/-(US Dollar Five thousand only) willingly and truly to be paid out to the said MTML upon entering any of the conditions specified below. The BANK, binds itself, its successors and assigns by these presents sealed with the common seal of the said bank this ..... day of ..... 2020.

The conditions of this obligation are:

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

or

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

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

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

**Signature of Bank**

**Seal of Bank**

**Section IX**  
**Performance Guarantee Form**

RFP No.: MTML/Battery/RFP/2020/1

Dated: 11-11-2020

**Ref No. :.....**

**Date:.....**

**To**

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

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

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

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

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

This guarantee is valid until the ..... day of .....

**Signature of Bank**

**Seal of Bank**

**SECTION X**

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

To

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

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

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

Order of Preference	Name	Specimen
<u>Signatures</u>		

I.

II.

Alternate  
Representative

Signatures of bidder

Or

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

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

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