



Connecting India

BHARAT SANCHAR NIGAM LIMITED

(A GOVT. OF INDIA ENTERPRISE)

OFFICE OF THE PRINCIPAL GENERAL MANAGER, HTD, BSNL BHAVAN, ADARSH NAGAR, HYDERABAD.

From:

AGM (O&P)CM

Room No: 402A, 4th Floor, BSNL Bhavan,
Adarsh Nagar, Hyderabad-500 063.

To:

पत्र सं/Tender No:- HTD/GM(CM)/e-Tender/Repair/SMPS/2019-20

दिनांक/Dated 08.08.2019

Sub: Tender document for “Repair of SMPS Power Plant Modules, Control Panels & LVDs of NBSNL BTS Sites of HTD under GM(CM),HTD” through e-tendering process.

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

SI No	Contents	Section	Page No.
1	NIT in English		2
2	Instructions to the Bidders	Section – I	4
3	General Conditions of the contract	Section – II	15
4.a	Special Conditions	Section – III	18
4.b	Instructions to bidders about E-Tendering procedure		20
5	Schedule of Requirement & Specifications	Section – IV	23
6	Price Bid (proforma for quoting prices)	Section – V	24
7	Proforma for Declaration	Section – VI	26
8	Proforma for Agreement	Section – VII	27
9	Bid Form	Section – VIII	28
10	Questionnaire/Tenderer’s Profile	Section – IX	29
11	Proforma for Experience certificate	Section – X	31
12	Check list.	Section – XI	32
13	Authorisation letter		33

- *Approximate Estimated cost is **Rs. 20,00,000/-** (Inclusive of GST@ 18%)*
- *Bid Cost of **Rs.590/-** (Rs.500/- + 18% GST) (Non Refundable)*
- *EMD to be paid **Rs.50,000.00** (2.5% of estimated cost)*

Last Date & Time for **Downloading of Tender document:** Up to **13:00 Hrs of 29.08.2019**

If interested, kindly **submit** your offers **before 14:30 hours of 29-08-2019.**The **Date of opening** of tender (Technical Bid(s)) on **29-08-2019 at 15:00 Hrs.**

AGM (O&P)CM

Tel - (Off) 040-23220579, 23220534

Email: sdeopcm@gmail.com, agmopt1@gmail.com



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OFFICE OF THE PRINCIPAL GENERAL MANAGER, HTD, BSNL BHAVAN, ADARSH NAGAR, HYDERABAD.

पत्र सं/Tender No:- HTD/GM(CM)/e-Tender/Repair/SMPS/2019-20 दिनांक/Date 08.08.2019

NOTICE INVITING TENDER (NIT)

Sealed Tenders are invited through e-tendering process by General Manager (CM), HTD, BSNL, BSNL Bhavan, Aadarsha Nagar, Hyderabad - 500063 from eligible bidders for "Repairs of SMPS Power Plant modules, Control Panels & LVDs along with spares on call basis for Non BSNL BTS Sites in HYDERABAD SSA for an estimated cost of Rs.20,00,000 (Rupees Twenty Lakhs only). Tender amount is inclusive of all Taxes including Goods & Service Tax.

Name of Tender	Estimated cost Approx. (Inclusive of GST@ 18%) Rs.	EMD Rs.	Cost of Tender Document (Inclusive of GST@ 18%) Rs.	Last Date & Time of Submission of Tender.	Date & Time of Opening of Technical Bids(s).
Repairs of SMPS Power Plant modules, Control Panels & LVDs along with spares on call basis for Non BSNL BTS Sites in HYDERABAD SSA	20,00,000/-	50,000/-	590/-	29.08.2019 Up to 14:30 hrs.	29.08.2019 At 15:00 hrs.

- 1. Accessibility of e-Tender Document:** - Tender document can be obtained by downloading it from the website www.telangana.bsnl.co.in or from CPP Portal. The tender document for participating in E-tender shall be **available at <https://apbsnl.etenders.in> on 08-08-2019 from 11.00 Hrs onwards**. Bidders must register on the e-tender portal (at <https://apbsnl.etenders.in>) (refer point no 4 of Special instructions to bidders for e-tendering), if not already registered earlier and follow all instructions for participating in bidding for the tender. **Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.**

Note 1: The Tender document shall not be available for download after the date / time of closure of procurement of tender document.

- 2. EMD:** - DD / Bankers cheque of an amount of Rs 590/- and Rs.50,000/- to be drawn in favor of **AO (Cash)Main, O/o PGM-HTD, BSNL, Hyderabad** shall have to be submitted towards tender document fee and EMD respectively, failing which the bid will be rejected. These DDs should be dropped in tender box or to be submitted in personal at the time of opening of tender.
- 3. Submission of Tender:** - Tender is to be submitted online only.
- 4. Opening of Tender:** - BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Note: However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE in AGM(OPT& PLG) room no 402A, 4TH Floor, BSNL Bhavan, Hyderabad, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

The right to accept the whole or part thereof or to reject any bid/bids or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without any liability or prejudice for the losses incurred to affected bidder or bidders due to cancellation of the tender process or rejection of bids thereof, is reserved by the Pr. General Manager, BSNL HYDERABAD.

NOTE:- 1. During the entire evaluation process if it is observed that the downloaded documents is not exactly as per the original tender document and/or it is tampered / change/ altered/modified in any way the bid will be rejected.

The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal (<https://apbsnl.etenders.in>).

All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature.

- **Type of tender:** Single Stage bidding- Two stage opening using two electronic Envelopes.

Note: The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.

- **Bid Validity Period:** 150 days from the tender opening date and can be extended **Validity of bid Offer for acceptance by BSNL**

The tender offer shall contain two electronic envelopes containing Electronic Form and Commercial, Technical & Financial documents & all relevant bid annexure of following, but not limited to documents:

- **Submission of Tender:** The Technical bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in point 10 of Section III. The DDs and power of attorney bid should be submitted offline by dropping in the tender box provided in OP-CM Section, Room No 402A, 4TH Floor, BSNL Bhavan, Hyderabad **before 14:30 Hrs on 29-08-2019.**

The Technical bid and financial bid should be submitted through online only.

**Asst. General Manager (O & P)CM,
BSNL, HYDERABAD – 500063.**

SECTION – I
INSTRUCTIONS TO BIDDERS

1. Definitions:

11. The BSNL means Bharat Sanchar Nigam Limited.
12. The tenderer (bidder) means the individual or firm who participates in this tender and submits its bid.
13. The contractor means the individual or firm providing services under contract.
14. The Services means all the Material/Services, which the contractor is required to provide to the BSNL, HYDERABAD under the contract.
15. Letter Of Intent (LOI) means the written communication to the successful tenderer of the intention of the BSNL, HYDERABAD to accept the tender as per the terms & conditions contained & referred there in.
16. Purchase Order /Work Order means the written order signed by the BSNL, HYDERABAD for the purchase of goods/ performance of services respectively as per terms & conditions of tender finalised & accepted by the BSNL HYDERABAD.
17. The contract Price means the price payable to the supplier under the purchase order for the full & proper compliance of his contractual obligations.
18. The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
19. Date of receipt of communication will be taken as actual date of receipt or 7 days from date of dispatch in case of postal delivery, whichever is earlier unless specifically mentioned.
110. Any notice, order or other communication sought to be served on the contractor with reference to the contract shall, without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Tenderer at site or to the tenderers head office, while any notice or order or communication by the tenderers to be served on BSNL with reference to contract shall be validly served, if delivered by hand or through registered post to the office of AGM (O&P)CM, BSNL, HYDERABAD.

2. Essential qualification for repairs:

21. The tenderer should have at least **two years' experience** of repairing of SMPS Power Plant modules / Control panels in BSNL/ Govt. & Semi Govt. organization / reputed companies.

- 3. Expenditure on tendering:** The bidder shall bear all the costs associated with the preparation and submission of his bid(s). The BSNL HYDERABAD, will in no case, be responsible or liable for any cost(s), regardless of the conduct or outcome of the bidding process.

4. Tender documents:

- 4.1 The bidding procedure, terms & conditions of the contract & the goods/services proposed to be purchased are described in the tender documents, which comprise the following:

Sl. No.	Item	Section No.	Page No.
1.	NIT in English		2
2.	Instructions to the Bidders	Section – I	4
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4.	Special Conditions	Section – III	18
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5.	Schedule of Requirement & specification	Section – IV	23
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11.	Proforma for Experience certificate	Section – X	31
12.	Check list.	Section – XI	32
13.	Authorisation letter.		33

4.2 The bidder shall examine all the forms, instructions, terms & conditions and specifications in the tender documents. The failure to furnish all information, required as per the tender documents or submission of bids not substantially responsive to the tender document shall be at the bidders own risk & liable for summery rejection.

5. Clarification of Tender Documents:

No request for post-bid clarifications shall be entertained.

6. Amendment to the bid documents:

61. The BSNL, HYDERABAD, for any reason, whether at its own initiative or in response to the clarification(s) sought by the prospective bidder(s) may, at any time, 15 days prior to the last date for submission of the bids, amend the bid documents. All such amendments shall be notified in writing or by telex or FAX to all the prospective bidders who have purchased the tender documents. These modifications / amendments shall be binding on all concerned.
62. To allow the prospective bidders reasonable time for preparing the bids after taking into account the modifications, the BSNL, HYDERABAD, at its discretion, may extend the date for submission of the bids.

7. Bid Prices:

71. The bidder shall give the unit prices, total bid prices & other prices of the goods/services it proposes to provide under the contract as per the price schedule included in the tender documents. The price of goods/services shall be quoted in the price schedule for free delivery of goods & services at the place mentioned in the delivery schedule inclusive of all taxes, excise duty, octroi, insurance, transportation freight & any other charges but excluding Goods & Service Tax which will be paid by BSNL, HYDERABAD on production relevant paid receipts thereof along with the bills. No forms for concession/exemption from sales tax, octroi etc. would be issued to the tenderer. The prices quoted by the bidder shall remain firm during the entire period of the contract & shall not be subject to variation on any account. The bid submitted with variable prices (unless asked by BSNL HYDERABAD) shall be rejected as a non-responsive bid.
72. The unit prices shall be quoted with sufficient details to enable the BSNL, HYDERABAD arrive at total prices of the equipment/services offered.
73. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates. No negotiation will be entertained in this matter after opening of bids.

74. Any monetary benefit to be passed on to the tenderer as a result of any modification in any Taxes or any other scheme shall not be taken into consideration.
75. Any increase in taxes and other statutory duties/ levies after the finalisation of the tender shall be to the contractor's account. However, benefit of any decrease in these taxes/ duties shall be passed on to the BSNL, HYDERABAD.
76. If at any time during the contract (a) it comes to the notice of BSNL, HYDERABAD regarding reduction of price for the same or similar equipment/service and/or (b) the prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract, the BSNL, HYDERABAD, for the purpose of delivery period extension, if any, will determined and intimate the new price, taking into account various related aspects such as quantity, geographical location etc, and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the BSNL, HYDERABAD shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the BSNL, HYDERABAD reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
77. (a) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide and undertaking as "we have not reduced the sale price, and/or offered to sell the same or similar equipment/service to any person/organisation including Department of Central/State Govt. or any Central/State PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
(b) In case undertaking as in clause (a) above is not applicable, the vendor will give the details of prices, the name (s) of BSNL, HYDERABAD, quantity etc. to the BSNL, HYDERABAD, while applying extension of delivery period.
(BSNL HQ No. 3-2/2004-MMT/Pt.III dt. 27-1-2005 & 1-8-2005)

8. Bid Security (EMD):

81. The bidder shall furnish, as part of his bid, bid security (EMD) for amounts as given in NIT.
82. The security (EMD) is required to protect the BSNL, HYDERABAD's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.
83. The Earnest Money should be paid through Demand Draft or Banker's cheque(pay order), drawn in the favour of the AO (Cash)Main, O/o PGM-HTD, BSNL, Hyderabad, payable at HYDERABAD to be dropped in tender box along with tender draft cost of Rs.590/-.
84. Bidders registered with National Small Scale Industries Corporation, Govt. of India for similar items & having a monetary limit not below the total bid value, may claim exemption from payment of cost of tender form, EMD & security deposit. The bidder shall furnish along with the bid a certificate/documentary proof in respect of registration clearly specifying the monetary limit. In case the bid value exceeds the monetary limit, exemption for payment towards cost of tender form shall not be available & the bidder shall furnish EMD/ security deposit for the difference. **Such bidders should also submit their monthly turnover in support of the claim for meeting the delivery schedule duly certified by the NSIC.** Moreover, they should also produce documentary evidence showing that the firm is registered with NSIC for the items tendered for. Failure to comply this provision shall result in summery rejection of the bid. The maximum amount of monetary limit for which NSIC registered SSI units will be entitled to get advantage of concessions admissible to them shall be limited to Rs.50 Lakhs (Rs. Fifty Lakhs only).
85. Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid, unless specified otherwise, as a special condition by the BSNL, HYDERABAD.

86. No other bidder (except as specified under para 8.4 above and others specifically exempted by Govt. of India for payment of EMD) shall be exempted from the requirement of bid security.
87. The amount deposited as bid security shall carry no interest during the entire period it remains with BSNL HYDERABAD.
88. The bid security of the unsuccessful bidders(s) shall be refunded only after the successful completion of process & finalisation of tender. To expedite refund bidders may enclose a pre- receipt with the bid.
89. The bid security of the successful bidder(s) will be returned upon the bidders accepting of the LOI & on furnishing the performance Guarantee/Security deposit (S.D)
810. The bid security will be forfeited:
 - a) if the bidder withdraws his bid during the period of bid validity ; or
 - b) In the case of a successful bidder, if the bidder fails to sign the contract and /or fails to furnish performance guarantee (S.D.) in specified period in accordance with the relevant clauses of the documents(s).
811. Bid not secured in accordance to para 8.1 and 8.3 shall be summarily rejected as a non-responsive bid.

9. Period of validity of bids:

91. The bid shall remain valid for 150 days after the date of opening of bid(s); a bid valid for a shorter period shall be rejected as a non-responsive bid.
92. In exceptional circumstances, the BSNL, HYDERABAD may seek the bidders consent for extension of the period of validity of bids. The request & the responses thereto shall be made in writing. The bid security provided, as per clause 8 shall be suitably extended. A bidder shall however, has the right to refuse for an extension without any risk to his bid security. A bidder conceding to the request for extension of time shall, however, not be permitted to modify his bid.

10. Signing of Bid:

101. Tenderer will be required to produce attested certificate of registration issued by registrar of firm in favour of his authority to sign on behalf of firm.
102. Individuals signing the bid or the other connected with the contract shall indicate their full name below their signatures & should be stamped.
103. A person signing the bid form or any documents forming the part of the contract on behalf of another person shall be deemed to be having authority to sign the documents. If however, found to be otherwise the BSNL HYDERABAD may, without prejudice to other civil & criminal remedies, cancel the contract at the risk & cost of such person & hold him liable for all costs & damages arising from the cancellation of the contract including any loss which the BSNL HYDERABAD may suffer on account of execution of contract/intended contract.
104. All pages of original bid, except for un-amended printed literature, shall be signed by the person or the persons signing the bid.
105. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections are to be made, the entry should be clearly scored out by a single line and encircled and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the tender. Any tender, which does not comply with this requirement, shall be rejected. All conditional or incomplete tenders will be rejected.
106. The tender form should be filled legibly in blue ink in English only.

11. Submission of Bid:

Tender is to be submitted online only. Submission of all digitally signed documents mentioned in section IV-7(A) of the tender and financial bid as per section XVII in the prescribed space and templates given on eProcurement Portal only.

Note:

- (a) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'the document ...<name>... called vide clause ___ is not applicable on us.
- (b) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

i) Financial Bids of only technically qualified bidders shall be opened. The date, time & venue shall be intimated to technically qualified bidders only.

12. Last date and time for submission of bids:

- 12.1 All bids shall be received by the BSNL, HYDERABAD at the address specified under para 11 not later than the date & time specified in NIT.
- 12.2 The BSNL, HYDERABAD may, at its discretion, extend the date & time for the submission of bids by amending the Bid documents in which case all rights & obligations of the BSNL, HYDERABAD & bidders shall be subject to the extended date & time.
- 12.3 Any bid received after the specified date & time for submission of bids shall be rejected & returned unopened to the bidder(s).

13. Modification and withdrawal of bids.

- 13.1 The bidder(s) may modify or withdraw bid after submission provided that the written notice for the modification(s) or withdrawal is received by the BSNL, HYDERABAD one hour prior to the last date & time prescribed for submission of bid.
- 13.2 The notice for modification/amendments or withdrawal shall be prepared, sealed, marked & dispatched, as required in the case of bid submission, strictly in accordance with provisions of clause 6 & 10. A notice for withdrawal may also be sent by Telex / FAX but followed by a signed confirmation copy, post marked not later than one hour before the deadline for submission of bidders.

14. Bid Opening :

- 14.1 The bids shall be opened on date and time as specified under NIT, in the presence of such bidder(s) or their representatives who may be present. The bidder(s) or the authorised representative(s) who are present shall sign an attendance register. The authorised representative(s) of the bidder(s) shall submit letter(s) of authority before they are allowed to sign the attendance register and participate in the bid opening.
- 14.2 For any bidder, not more than two (2) persons shall be allowed to attend the bid opening.
- 14.3 The bidder's name, bid prices, modification etc. & any other details as the BSNL, HYDERABAD may consider appropriate at his discretion will be announced at the time of opening to all the bidders.

15. Summary Rejection of Bid:

One or more of the following reasons/omissions will render a bid liable to summary rejection.

a) Bid received late without conclusive proof that it was actually delivered before the specified closing time.

b) Correction & overwriting not signed by the authorised signatory.

c) Documents asked for as mentioned in Section -III not submitted or found to be incomplete if submitted.

d) Bid from a bidder who did not purchase the bid documents.

e) A bid, from an authorised distributor/dealer, not accompanied by a documentary proof establishing distributorship/dealership, wherever applicable.

f) Conditional bid or bid received with validity for a shorter period than prescribed in clause 9.1

g) Bid in which rates have not been quoted in the manner specified in the bid form.

h) Non receipt of clarification in time.

i) Bid non-confirmative as per tender specification.

j) Influencing the Evaluation of Bids & Award of Contract:-No bidder shall attempt to influence the BSNL, HYDERABAD on any matter relating to the tender(s). Any attempt to influence the BSNL,

HYDERABAD in the evaluation and comparison of the bid(s) and in award of the contract, shall result in summary rejection of the bid(s) of such bidder(s).

k) Bids not prepared and sealed as per clause 11.

l) Bidders giving false information, fabricated documents, thereby concealing facts, misrepresenting & misleading BSNL HYDERABAD.

m) Tender form as per Section– VIII not duly filled in & signed.

n) Violation of any terms & conditions of tender or rules & regulations of Government of India or law.

o) BSNL, HYDERABAD reserves the right to reject the bid/ bids of a tenderer/s, if the concerned tenderer/s makes complaints against any participated bidder/ bidders of this tender or against any officer/ personnel/ authorities of BSNL, HYDERABAD in any regard without any documentary proof of evidences.

16. Protective Clause: The BSNL, HYDERABAD reserves the right to disqualify such bidders, who have not met the contractual obligations against earlier contracts entered into with the BSNL, HYDERABAD or black listed by any Govt / Semi-Govt organisation.

17. Clarification of Bids: In the process of examination, evaluation and comparison of bids, the BSNL, HYDERABAD may, if necessary ask the bidder(s) for clarification(s) of the bid(s). The request for such clarification(s) and the response thereto shall be in writing. In case of no response from a bidder, his bid is liable to summary rejection.

18. Evaluation:

181. To determine clause by clause compliance, the bids shall be evaluated in respect to the substantive responsiveness or otherwise. Thereafter the evaluation shall be done for the substantively responsive bids only.

182. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.

183. A bid determined as substantively non-responsive shall be rejected. The bidder(s) shall not be permitted to make corrections after opening time of bid to make such bid(s) substantively responsive.

184. The BSNL, HYDERABAD is not bound to accept the lowest or any Tender and reserves to himself the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the BSNL, HYDERABAD at the approved rates.

185. The BSNL, HYDERABAD may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).

186. Arithmetical error, if any shall be rectified in the following manner:

a) If there is a discrepancy between the unit price & the total price that is obtainable by multiplying the unit price with quantity, the unit price shall prevail & the total shall be corrected accordingly.

b) If there is a discrepancy between words & figures, the amount in words shall prevail.

c) If there are errors in the calculations or rate of applicable Govt. levies, duties & taxes, the same will be corrected by the BSNL, HYDERABAD.

187. The BSNL, HYDERABAD reserves the right to finalize tender either for individual items of work or for all items collectively.

19. Commercial Evaluation of Substantively Responsive Bids:

19.1 The bids previously determined to be substantively responsive, shall only be evaluated commercially and compared in detail.

192. The ranking shall be based on the cumulative price (Net Rate) of sum of the Total price (X) given in the column (C) of the Price Schedule of Section-V. In case the Total price (X) of the Price bid value happens to be the same for more than one bid, the comparison of the '**Largest Quantity of the work**' wise rates quoted will be taken into account for deciding the L1.
193. Based on the merits of each case, the distribution of tendered quantity amongst the bidder(s) whose bids are found to be technically and commercially acceptable shall be determined by the BSNL, HYDERABAD.
194. The BSNL, HYDERABAD shall have the sole discretion in determining the number of suppliers on whom the purchase orders shall finally be placed. If multiple bids are accepted, the terms and conditions offered to the Central shall also apply to the higher bids.
195. If multiple bids of the same ranking are received from the bidders, the tender quantity will be distributed equally amongst these bidders as per their allotted ranking quantity.
196. It is proposed to distribute the tender quantity amongst the two (2) bidders as per their ranking whose bids are found to be technically and commercially acceptable. Accordingly the quantity distribution of the tender will be decided as per clause No. 19.7. However GM(CM),HTD has the discretion to allot or distribute the tender quantity as per his discretion. Accordingly EMD will be 2.5% of the tender quantity distributed.
197. When No. of contractors / suppliers finalised are more than one, the tentative distribution of order shall be made according to the formula given below: -

Distribution of Quantities for ordering: -

Sl. No.	Number of Bidders on whom the order is proposed to be placed	Proposed Quantity of Distribution
1	2	L-1 would get 70% L-2 would get 30% with L-1 rates
2	3	L-1 would get 50% L-2 would get 25% with L-1 rates L-3 would get 25% with L-1 rates

[Vide Annex.9.1 of chapter 9 of manual of procurement of Telecom equipment's & stores]

20. Right to Vary the Quantities:

201. The BSNL, HYDERABAD reserves the right, at the time of award of contract, or during the contract period to increase or decrease the quantity by +/- 25% of what is specified in the schedule of quantities, without any change in unit price or other terms and conditions.
202. The vendor shall regulate the delivery of ordered goods/ services as per written instructions from the BSNL, HYDERABAD.

21. Right to Accept/Reject Any or all Bids: The BSNL, HYDERABAD is not bound to accept the lowest or any other bid and reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of the contract without assigning any reason(s), whatsoever and without thereby incurring any liability towards the affected bidder(s) on this ground.

22. Letter Of Acceptance LOA/ Letter of Intent (LOI):

221. Before the expiry of the validity of bid, the BSNL, HYDERABAD shall notify the successful bidder(s), in writing by registered letter or by FAX (to be confirmed in writing by registered letter)/ by hand delivery, about the acceptance of the successful bid(s).
222. The bidder shall, within 7 days from of the date of receipt of communication, convey his acceptance & shall also furnish performance security/ Security Deposit in conformity with the bid documents
223. Failure to comply with the requirement as above shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security, in which event, the BSNL, HYDERABAD shall be free to place orders on any other bidder(s) or call for fresh bids.

224. The bid security of the successful bidder(s) shall be discharged only after the performance security (S/D) is furnished by such bidder(s).
225. The contractor may be debarred from participating in the present tender / all the future tenders of BSNL, HYDERABAD District in the event of:
- i) Failure of successful Tenderer to pay the security deposit & or enter into the prescribed agreement, for any earlier / present tender of BSNL, HYDERABAD.
 - ii) Breach of any terms & conditions of any contract with BSNL, HYDERABAD.

23. Award of Contract & Issue of Purchase Order:

- 23.1. The BSNL, HYDERABAD may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable and whose product(s) have been found proven.
- 23.2. During the period of contract, if so desired by the BSNL, HYDERABAD, the supplier(s) shall visit the BSNL, HYDERABAD at such place and date as may be prescribed by the BSNL, HYDERABAD for discussions on design(s) and progress of the work etc.
- 23.3. The Purchase Order / Work order shall be placed in single/different lots by the BSNL, HYDERABAD during the contract period.

24. Extension of contract period. The contract shall normally be for one (1) year (unless otherwise specified) but BSNL, HYDERABAD reserves the right to extend the contract period by **6 months** beyond the period specified in the letter of acceptance (tender), on the same rates and other terms & conditions.

25. Right to Cancel the Contract.

- 25.1. The BSNL, HYDERABAD shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
- 25.2. The BSNL, HYDERABAD shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Member of Family" of a "Government servant".
- 25.3. Near relatives of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in different units of BSNL.
- 25.4. It is binding on every bidder to give declaration along with the tender in the prescribed proforma as per Annexure – VI.

26. Definitions: - The near relatives for this purpose are defined as:

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

In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

27. Every successful bidder shall also execute an agreement with the BSNL, HYDERABAD i.e. BSNL HYDERABAD on a non-judicial stamp paper of Rs. 100/- as per the proforma at Section – VII (The cost of stamp paper to be borne by tenderer). AGM(O&P)CM, BSNL, HYDERABAD, shall sign the contract on behalf of PGM, HYDERABAD & he shall represent the BSNL, HYDERABAD with reference to contract.

28. Payment:

28.1 Payment will be made as specified in Section– III.

28.2 No payment shall be made for goods / Services that are rejected on inspection/testing.

29. Amendments:

Within the scope of the contract the BSNL, HYDERABAD may, at any time, by a written order to the supplier, amend one or more of the following:

- a) Drawings, designs & specifications, where the goods/ services to be supplied/ performed under the contract are to be supplied specifically for the BSNL, HYDERABAD;
- b) The method of packing & shipment.
- c) The consignee and/or the place of delivery.
- d) The service to be provided by the supplier.

30. Sub-Contracts:

30.1 The supplier shall not assign any sub-Contracts.

31. Force Majeur:

31.1 If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (Herein after referred to as events), provided notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason(s) of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event(s) may come to an end or cease to exist and the decision of the BSNL, HYDERABAD 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(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion terminate the contract. The decision of BSNL HYDERABAD as to whether an event justifies invocation of force majeure shall be final & conclusive.

31.2 Provided also that if the contract is terminated under this clause, the BSNL, HYDERABAD shall be at liberty to take over from the supplier, at a prices to be fixed by the BSNL, HYDERABAD, & which shall be final, all the unused, undamaged & acceptable goods, bought out components & stores in course of manufacture in the possession of the supplier at the time of such termination or such portion(s) thereof as the BSNL, HYDERABAD may deem fit excepting such materials bought out components and stores as the supplier may with the concurrence of the BSNL, HYDERABAD elect to retain.

32. Termination for Default:

32.1 The BSNL, HYDERABAD by a written notice of 14 days, of default, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be;

- i) 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 BSNL, HYDERABAD.
- ii) If the contractor fails to perform any other obligation(s) under the contract; and
- iii) If the contractor, does not remedy his failure(s) within a period of specified by BSNL, HYDERABAD, after the receipt of the default notice.

32.2 In the event of the termination of the contract in whole or in part, the BSNL, HYDERABAD may procure from open market, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered & the contractor shall be liable for payment of such excess cost for such similar goods. The contractor shall, however, continue to perform the contract to the extent

not terminated.

32.3. On the happening of any of the above circumstances, the BSNL, HYDERABAD, without prejudice to its other rights under the law of the contract, may purchase the balance quantity of the goods / services at the risk & cost of supplier & book to him for the payment thereof & shall also claim a set-off of any dues payable under the contract to the supplier against his dues under the contract or any previous contract.

33. Termination for Insolvency: The BSNL, HYDERABAD may at any time terminate the contract by a written notice to supplier, without compensation, if the supplier becomes bankrupt or otherwise insolvent as declared by competent court, provided that such termination shall not prejudice or affect any right of action or remedy which had accrued or will accrue thereafter to the BSNL, HYDERABAD.

34. Optional Termination by Government (Other than due default of the Contractor):

34.1. BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract price for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.

34.2. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations to BSNL or as BSNL may direct.

34.3. BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

35. Issuance of Notice:

35.1. The Asst. General Manager in-charge of work shall issue **Show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Asst. General Manager in-charge shall submit a draft of final notice alongwith a detailed report to the competent authority who had accepted the contract.

35.2. The **final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:

- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Asst. General Manager -in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate departmental security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

36. INDEMNITIES:

36.1. The contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred and indorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the

contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse BSNL or pay to BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

362. The contractor shall at his own cost at BSNL request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting BSNL.

37. Arbitration

37.1. In the event of any question, dispute or difference arising under this agreement or in connection there with (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the PGMTD BSNL HYDERABAD or in case his designation is changed or office abolished , then in such case to the sole arbitration of the officer entrusted with the function of head of BSNL HYDERABAD by whatever designation such officer may be called (here in after referred to as the said officer) and if the PGMTD or the said officer is unable or unwilling to act , as such to the sole arbitration of some other person appointed by the PGM or the said officer.

37.2. There will be no objection to any such appointment that the arbitrator is Govt. servant, he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views, on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such PGMTD or the said officer shall appoint another person to act as arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with reference from the stage at which it was left out by his predecessors.

37.3. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. Subject to the aforesaid The Arbitration and Reconciliation Act, 1996 and the rules made there under, any modification thereof for time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

37.4. The venue of the arbitration proceedings shall be decided by the arbitrator.

37.5. Upon every & any reference as aforesaid the assessment of costs of incidental expenses in the proceeding for the award shall be in the jurisdiction of the arbitrator.

38. Subject Laws & Jurisdiction:

38.1. The contract shall be governed by Indian Laws & the Courts at HYDERABAD will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).

38.2. The purchase order/ work order (in terms of the proforma attached & to be adopted Mutates Mutants) shall, when issued to the successful bidder, constitute the part of contract.

39. Set Off: Any sum of money due & payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the BSNL, HYDERABAD or any other persons contracting through the BSNL & set off the same against any claim of the BSNL, or such other person or person(s) for payment of sum of money arising out of this contract or under any contract made by the contractor with the BSNL, or such other person or person(s) contracting through BSNL.

40. Performance Security (Security Deposit):

40.1. The supplier, within 7 days of the receipt of the letter of Intent (LOI), shall furnish performance security for an amount of 10% of the Contract value.

402. The proceeds of the performance security shall be payable to the BSNL, HYDERABAD as compensation for any loss resulting from the suppliers failure to complete its obligations under the contract.
403. The performance security shall be in the form of a original DD/ Banker's cheque(pay order) /Bank Guarantee issued by a Schedule/Nationalised Bank and/or in the form provided in the Tender Documents. In case of security deposit is to be submitted in the form of Bank Guarantee, then the Bank Guarantee has to be submitted to the tendering authority within the stipulated period by Regd. A.D. or by courier service.
404. The performance security shall be discharged by the BSNL, HYDERABAD 3 months after completion of the supplier's performance obligations, including warranty obligations, if any, under the contract after submission of satisfactory Performance Certificate with store reconciliation clearance issued by relative Area AGM/DE.
41. In case of breach of any tender condition, delay or non-performance of work or supplies, poor quality of work or material, BSNL, HYDERABAD may take all or any of the following actions:
- i) **Forfeiture of EMD.**
 - ii) **Forfeiture of SD**
 - iii) **Cancellation of contract.**
 - iv) **Barring in participation of all future tenders of BSNL, HYDERABAD or BSNL for a period of 3 years or more.**
42. The supplier has to Repair/replace any faulty PCB modules and any other part of equipment.
43. The tender will start for the equipment on "As is where is basis". It means if the some of the module may be faulty as on date, BSNL will not pay extra to bring all equipment to zero fault condition.
44. It will be mandatory on part of concerned bidder to accept the work order for any or all BTS Sites under the jurisdiction of BSNL HYDERABAD.
45. Replacement of parts shall be done with the approval of BSNL personal and record is to be maintained at the site alongwith a copy to be maintained by the concerned SDE incharge.
46. Bidder should provide the services on round the clock basis for clearance of faults.
47. The transportation including packing, forwarding insurance of modules from the specified location, if happens to be, shall be the sole responsibility of the contractor.
48. Contractor shall have its own technical assistance and should have sufficient expertise / resources available and shall produce a proof of infrastructure and expertise / resource availability. BSNL will physically verify the same, if required.
49. There shall be at least one telephone lines, one mobile No., one e-mail address & one fax line available with the contractor for registering the fault etc.
50. In general the DE in-charge of the concerned area shall issue the work order, sub-division wise, after taking approval from DGM(NWO-BSS)CM. However, in cases where it is not possible to take the approval in advance, a covering approval shall be taken by the DE in-charge from DGM(NWO-BSS)CM, after intimating the fault over telephone.
51. The contractor will submit a service slip / report to SDE in-charge after each fault attendance of module mentioning the details of fault observed, action taken to bring the module in service, parts replaced if any with detailed nomenclature thereof etc.
52. The service report shall be signed by the contractor and submitted to SDE in-charge.
53. Average efficiency of modules will be 98% of the total faulty modules under repair i.e. not more than 2% of the total faulty SMPS modules will be declared as RNP (Repair Not Possible) by the vendors during the contract period. This will not include visibly burnt cards. Physically damage and visibly burnt modules shall not be offered for repair, hence excluded from RNP.
54. The obsolescence of components shall not be taken as a excuse for declaring faulty SMPS modules as RNP (Repair Not Possible).

Asst. General Manager (O&P) CM, BSNL Hyderabad-500063

SECTION – II
GENERAL CONDITION OF CONTRACT (FOR WORKS ITEMS)

1. DEFINITIONS

- 1.1. **ENGINEER-IN-CHARGE** - The AGM/DE of CM wing, BSNL-HTD who shall supervise and shall be in charge of the work at any time.
- 1.2. **SITE ENGINEER** : - Sub Divisional Engineer or Sub Divisional Officer or Junior Telecom Officer who may be placed by the Engineer-in-charge as in charge of the work at site at any particular period of time.
2. The contractor will use his own tools, testers & other required implements. in carrying out the job.
3. The work is to be carried out in accordance with the work schedule assigned by Engineer in charge or by site engineer without causing any delay. Work order will be issued by Engineer in charge of the concerned area, sub-division wise, after taking approval from DGM(NWO-BSS)CM.
4. BSNL representative at work site shall be the site engineer or such other representative as the Engineer-in charge may from time to time designate in writing. Notice given in writing by the contractor or by his representative to the site engineer shall be deemed to be notice given to the BSNL. Notice given in writing by the site Engineer to contractor or his representative shall be deemed to be the notice given by the BSNL to the contractor.
5. The contractor shall have at each site a supervisor, being authorized to represent to contractor. The contractor shall within ten days after execution of the agreement notify the BSNL the names and addresses, Phone No of the supervisor along with the specimen signatures who will be representative of contractor.
6. The Engineer-in-charge shall be the final judge of the quality of work.
7. **Warranty / Guarantee clause:** In case, if any defect is noticed in the work within a period of 3 months from the date of repairs, the contractor shall rectify the defect free of cost within 48 hours from the date of intimation; otherwise it may be got done from another contractor & charges shall be recovered from S.D./ running or pending bill. In case of serious nature of complaints, the S.D. may be forfeited & contractor may also be barred for a period of 3 years from participation in any future tender of BSNL TT Circle.
8. In addition to any and all other guarantee and warranty mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor within a period of 48 hours after the written intimation of the work by the BSNL Engineer In-charge / Site Engineer.
9. The contractor must keep comprehensive insurance including third party risk for the plant, machinery, and material etc, brought to the site and for all the work during execution. The contractor shall also take out workmen compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and charges and expenses that may arise in the course of execution of the contract.
10. The contractor shall comply with all provisions of the 'payment of wages Act 1936', minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial, Disputes Act 1947, Maternity benefit Act 1961 and the Contract Labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

11. Subject to provisions of contract labour (R & A) Act 1970 and contract labour Rules 1971 as amended time to time, contractor shall register himself after receipt of letter of acceptance of the tender with concerned licensing authority as per contract labour (R & A) Act 1970 and contract labour rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of license from concerned licensing authority and continue to have valid license until completion of work.
12. The Engineer-in-charge may require the contractor to dismiss or remove from the site of work any person or persons employed by the contractor who may be incompetent or misconduct and contractor shall forthwith comply with such requirements.
13. The obligations of the Engineer-in-charge or his authorized representative of the BSNL towards the contractors are generalized as under:
 - 13.1 To provide permits of right of user easements within fifteen days of issue of work order.
14. Any damage incurred during preparation for and the contractor shall promptly repair actual damage of works without cost to the BSNL. If the contractor fails to repair the damage promptly then if the BSNL needed may get it repaired through other agency at the cost of contractor. In addition to this the BSNL may impose a penalty up to 10% of the value of work order.
15. If the contractor desires on extension of time for completion of the work or the grounds of unavailable hindrance in its execution or on any other ground he shall apply in writing to the Engineer-in-charge immediately on account of which he desires such extension and the Engineer-in-charge shall if in his opinion (which shall be final) reasonable grounds be shown, authorities such extension of time if any as may in his opinion be necessary or proper. In case of delayed supplies i.e. after the expiry of scheduled delivery period, the benefits of reduction in taxes/duties shall be passed on to the BSNL, HYDERABAD i.e. BSNL HYDERABAD & no benefit that may accrue due to increase will be permitted to the supplier(s).
16. It will be in the discretion of the Engineer-in-charge to revise or modify or extend the time limits specified for the work awarded to the contractor.
17. The contractor shall be responsible for the transportation and safe custody of all materials supplied to him by the BSNL.
18. The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangement at his own cost for the storage at site and transportation of all such material to actual work spot and for returning the surplus and unused material to the designated place after completion or termination/determination of contracted work, unless otherwise specifically mentioned for any items of work in the work schedule / Price Schedule
19. All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by Engineer-in-charge. In case, the material and accessories are taken by the contractor and stored at other site office/store of the contractor such office/store will also be treated as 'site' for this purpose of this clause.
20. The contractor shall see that only the required quantities of materials are got issued and shall maintain proper book of accounts for receipt, issue and balance of all types of materials supplied to him by the BSNL and this book of accounts is open to inspection by Engineer-in-charge at any time during the progress of work and on final completion of work. The contractor shall submit BTS Site wise a proper account of every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy or difference between the materials issued to contractor and those consumed in the work as per the BSNL calculations (which shall be final) will be charged to the contractor or deducted from his bill at cost price including, freight, handling charges, storage charges etc. Plus 20% (twenty percent) BSNL charges. The cost prices of such materials supplied by the BSNL to the contractor shall be charged on the basis of current market

rate or the purchase rate including taxes and duties and other charges relating to loading, Transportation and unloading at site, whichever rate is more. The final payment of any work will be processed only on receipt of final store utilization account of the contractor for that work and return of all surplus stores pertaining to that work.

21. The contractor has to submit attested copy of labour license issued to him wherever applicable as per labour laws.
22. The contractor has to submit the list of the staff employed by him/them to the Engineer in charge. Any change in the staff should be intimated to the Engineer in charge immediately.
23. The contractor will have to make the arrangements for intimating the progress of the works awarded. The contractor has also to make the arrangement for obtaining the work orders and instructions from the in-charge of the work. The contractor will intimate the telephone number and address on which he/they or their representative can be contacted so that any important message or instructions can be passed on without fail.

**Asst. General Manager (O&P)CM
BSNL HYDERABAD-500063.**

SECTION – III
SPECIAL CONDITION

- 1) Name of the Tender : Repairs of SMPS Power Plant modules, Control Panels & LVDs along with spares on call basis for NBSNL BTS Sites in HYDERABAD SSA under GM(CM).
- 2) Earnest Money : As per page No. 1 only by Demand Draft/ Banker's Cheque drawn in favour of AO (Cash)Main, BSNL HYDERABAD.
- 3) W.O placing authority : Respective field officers of BSNL, HYDERABAD.
- 4) Paying authority : **AO (Cash)Main, O/o PGM-HTD, BSNL, Hyderabad.**
- 5) Work completion period : As per work order.
- 6) Tender period : One Year from the date of acceptance.
Date of opening : As mentioned in NIT Document page no.1.

7) EPF / ESI Registration:

- a) The bidder must have his firm registration with EPF/ ESI /Goods& Service Tax office at the time of submission of the tender & should submit the certificate/ letter of registration with EPF /ESI as well as Goods& Service Tax establishment at the time of bid submission & invariably mention the registration No. on the bill / voucher of the work carried out to be submitted to BSNL authorities.
- b) The contribution must be deposited monthly by the successful bidder's / contractor's firm towards EPF of the employees engaged for the work allotted to the firm & receipt thereof should be enclosed along with the bill submitted to the BSNL authorities.

8) Payment Terms

- a) Bills for the work carried out will be settled monthly i.e. bills for all the works carried out during the month will be submitted to the controlling officer, work order wise. The contractor will be responsible to submit the bills prepared, accurately & in time by observing all the formalities.
- b) The bills are to be submitted in triplicate all copies being signed by the contractor and may be marked as original, duplicate & triplicate respectively to SDE in-charge of work within 15 days of completion of work as per the work order issued otherwise penalty of 5% of the bill amount up to 3 months submission will be deducted from the bill. If bills are submitted after 3 months, BSNL, HYDERABAD is not responsible & BSNL, HYDERABAD will have full discretion to reject these bills.
- c) Details of the quantity and nature of each item of work done as well as the stipulated rates are to be given.
- d) Receipt for payment on account of work, when executed by the firm, must be signed by all the partners, except where the contractors are described in their tender as a firm, in which case, the receipt must be signed in the name of the firm by one of the partner, or by some other persons having authority to give effectual receipts for the firm.
- e) Copy of work order, delivery sheet duly acknowledged by addressee & counter signed by competent authorities is to be attached.
- f) Income Tax and Goods&Service Tax from the bill which has been passed will be deducted as tax at source under relevant Government Rules. However if any new legislation comes into the effect for deduction of tax at source, the deduction will be made under that legislation. Necessary income tax deduction certificate will be issued by the accounts officer dealing the amount so deducted as tax at source at the time of payment of each bill.
- g) During audit or internal check if any over payment is noticed, the same can be recovered from the contractor.

9) Penalty Clause:

- a) Fault complaints regarding equipment received either on phone or on fax or in writing, should be attended within 48 hrs, failing which penalty as given below shall be levied

Capacity Module / Control Panel to be repaired	Penalty per day beyond initial period of 48 hrs.	Maximum penalty to be imposed
25 AMPS & 50 AMPS	Rs. 100 /-	Rs. 1000 /-

- b) If the tenderer is not able to repair the power plant module / control panel within the period of 10 days beyond initial period of 48 hours then BSNL, HYDERABAD will get it repaired from manufacturer / other agencies and cost of repairs (excluding cost of spares & transportation charges) will be recovered from the tenderer from his bill / SD / PBG.
- c) Only 2% of total modules / control panel allotted for repairing by concerned Area AGM/DE will be accepted as irreparable except visible burned, damaged units.
- d) Any damage incurred during preparation for and the contractor shall promptly repair actual damage of works without cost to the BSNL. If the contractor fails to repair the damage promptly then, if BSNL needed may get it repaired through other agency at the cost of contractor. In addition to this the BSNL may impose a penalty up to 10% of the value of work order.

10) Documents to be submitted for bid & placed in the following order.

a) Technical Bid should contain following Documents:-

- i. Power of attorney in original (if applicable) duly executed on Stamp Paper.
- ii. Attested copy of Valid Firm Registration certificate from State Dir. of Industries/ Valid Shop Act Licence, for relevant item (as applicable).
- iii. Attested copy of partnership deed (if applicable).
- iv. Attested copy of registration with Sales Tax Department.
- v. Attested copy of EPF, ESI & Goods&Service Tax registration of the firm at the time of submission of the bid & if not applicable Declaration to that effect should be submitted.
- vi. Declaration as per Section – VI duly filled in & signed by the proprietor / all directors in case of company, duly witnessed
- vii. Attested copy of Experience Certificate as per Section – X.
- viii. Questionnaire at Section – IX duly filled & signed by the proprietor.
- ix. Tender form (Section -VIII) duly filled in & signed by the proprietor, duly witnessed.
- x. HYDERABAD Local Address, telephone Numbers, FAX Numbers, if any.
- xi. Name of the Proprietor / managing partners / dealing officer's name & designation, in case of Company.
- xii. Attested copy of PAN Card.
- xiii. For NSIC registered companies following documents may be submitted.
 - a. Valid NSIC registration, items covered in the registration & monetary ceiling of each item.
 - b. Monthly turnover of last one year duly certified by NSIC.
 - c. Monetary limit utilized & balance
- xiv. Check List duly filled & signed by the proprietor.

b) Financial Bid should contain following Documents: -

Price Schedule in Section -V duly filled in & signed, stamped by the bidder.

NOTE: All photocopies should be attested only by Gazetted officers / Notary.

**Asst. General Manager (O&P)CM
BSNL HYDERABAD-500063.**

**INFORMATION INSTRUCTIONS TO THE BIDDERS FOR
USING ONLINE ELECTRONIC PROCUREMENT SYSTEM (EPS)**

Special Conditions & instructions for using online Electronic Procurement System (EPS) through portal (website) <https://apbsnl.etenders.in> adopted by APBSNL Telecom Circle as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

□ **Service Provider's Information:** The APBSNL has adopted eProcurement System for its some of SSAs/District Office through <https://apbsnl.etenders.in>. The details of our eProcurement Service provider are as below:

M/s Nextenders (India) Pvt. Ltd.

Contact No: 0771 – 4079 420

Email: support.bsnl@nextenders.com

> **Registration of the Contractors/Suppliers/Bidders:** All the Contractors/Suppliers/Vendors intending to participate in the tenders floated online using Electronic Procurement System (EPS) are required to get registered on the eProcurement Portal (website) <https://apbsnl.etenders.in>.

After successful Registration on above mentioned portal you'll get a link in auto generated e-mail fired to your registered e-mail id. Click on that link to activate your user ID to access the website.

After that, you will be allowed to participate in the tenders floated by the department using the Electronic Procurement System.

> **Viewing of Online Tenders:** The contractors/Suppliers/bidders can view tenders floated on online Electronic Procurement System (EPS) hereinafter referred as "eProcurement System" through portal (website) at <https://apbsnl.etenders.in>. They can view the details like online scheduled dates (Key Dates), Tender details, Terms and Conditions, drawing (if any) and any other information. To download through workflow they need to login on to the above portal and can download the tender documents of an eTender.

> **Online Schedule:** The contractors/bidders/vendors can view the Online Scheduled dates of eProcurement System (time schedule) for all the tenders floated using the online eProcurement system on above mentioned portal (website) <https://apbsnl.etenders.in>.

The bidders are strictly advised to follow dates and time as mentioned in Schedule of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The Schedule dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

> **Obtaining a Digital Certificate and its Usage:** On eTendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key with two distinct certificate viz. Signing & Encryption (two certificates). The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) should be purchased from our eProcurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider.

Please contact for DSC issuance:

M/s Nextenders (India) Pvt. Ltd.

Help Desk No.: 0771- 4079 409

Email: support.bsnl@nextenders.com

> The Bid (Online Offer) for a particular eTender may be submitted only using the Digital Signature Certificate (DSC). In case, during the process of a particular eTender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

> In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate" for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

> The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

> Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the eProcurement Portal (website) through <https://apbsnl.etenders.in>.

> **Submission of Earnest Money Deposit:**

> Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above eProcurement Portal through <https://apbsnl.etenders.in>.

> Refund of Earnest Money Deposit to the unsuccessful/successful bidders will be made as per the conditions given in the tender document.

> A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online eTender) and original D.D. should be submitted to the designated BSNL office in the sealed envelope on or before the due date mentioned in Schedule of respective eTender.

> **Submission of Tender Document Fees:**

> The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document (if applicable). If the bidders are exempted from Tender document fees then they have to upload copy of exemption certificate during bidding process.

> **Tender Download:** The Eligible Bidders can download the Tender Document online from above eProcurement Portal <https://apbsnl.etenders.in> on or before the Schedule Dates mentioned in the eTender floated.

> **Submission of online bids:** The bidders are required to prepare their bids on online eProcurement Portal as mentioned above. During bid preparation the bidders have to Map the Key of DSC hence they are advised to procure DSCs at earliest to participate in the eTender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked

online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

> **Opening of Tender (Electronic offers):** The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by BSNL. In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened.

The authority shall then open the tenders submitted by the contractors online through the BSNL eTendering Portal (website).

>**Shortlisting of Bids (Electronic Offers):** After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the short listing process will be executed on online eProcurement Portal only.

SECTION – IV

SCHEDULE OF REQUIREMENT

S.No.	Module Capacity	Approximate No. of Modules for repair	Approximate No. of Control Panels for repair	Approximate No of LVDs to be repaired / Supplied& installed (If necessary)	SMPS Make(s)
1	25 AMPS	280	50	40/25	DELTA, UTL Valere, EXICOM, Eltek, HFCL, Linage
2	50 AMPS	260	50	40/25	

- ❖ The fault should be attended within forty eight hours from the time of reporting call.
- ❖ The tenderer has to arrange his own conveyance to attend the site along with engineers, tools & spare parts etc.
- ❖ BSNL, HYDERABAD reserves the right, at the time of award of contract, or during the contract period to increase or decrease the quantity by +/- 25% of what is specified in the schedule of quantities, without any change in unit price or other terms and conditions.

**Asst. General Manager (O&P)CM
BSNL HYDERABAD–500063.**

To be submitted in separate envelope marked

PRICE SCHEDULE

SECTION - V

(Ref:TenderNo. HTD/GM(CM)/e-Tender/Repair/SMPS/2019-20 Dtd at HYD the 08-08-2019)

(To be submitted online as per the online template/ Form available)

Sl. No	Description of Work	Approximate Quantity (No's)	Rate per Unit (One Number) Rs.	Net Rate (In Rs)	GST @ 18% on Net Rate (Rs.)	Total Price Including GST (Rs.)	SAC code for each service
		(A)	(B)	(C)=(A)*(B)	(D)=(C)*18 %	(E)=(C)+(D)	(F)
1	25Amps SMPS Power Plant Modules for repair on call basis per module with spare parts including all taxes But, excluding Goods & Service Tax	280					
2	50Amps SMPS Power Plant Modules for repair on call basis per module with spare parts including all taxes But, excluding Goods & Service Tax	260					
3	25Amps SMPS Power Plant Control Panels for repair on call basis per Control Panel with spare parts including all Taxes But, excluding Goods & Service Tax	50					
4	50Amps SMPS Power Plant Control Panels for repair on call basis per Control Panel with spare parts including all Taxes But, excluding Goods & Service Tax	50					
5	25Amps SMPS Power Plant LVDs for repair on call basis per LVD with spare parts including all Taxes But, excluding Goods & Service Tax	40					
6	50Amps SMPS Power Plant LVDs for repair on call basis per LVD with spare parts including all Taxes But, excluding Goods & Service Tax	40					
7	25Amps SMPS Power Plant LVDs for Supply & Installation (if necessary) on call basis per LVD with spare parts including all Taxes But, excluding Goods & Service Tax	25					
8	50Amps SMPS Power Plant LVDs for Supply & Installation (if necessary) on call basis per LVD with spare parts including all Taxes But, excluding Goods & Service Tax	25					
TOTAL PRICE (In Rs.)			-	(X)			

I/we have read the tender documents thoroughly & hereby offer the price bid as detailed below for the itemize quantitative requirements as mentioned at Section – IV (Schedule of requirement & specification). The rates quoted include all taxes, levies, octroi etc. for free delivery at the consignee's premise but excluding Goods&Service Tax (@18%) which will be paid by BSNL, HYDERABAD on production relevant paid receipts thereof along with the bills.

The price bid in the given format only should be submitted.

No over writing is allowed. In case of correction, it should be initialed / signed by tenderer.

Note:

- I. The tender will be evaluated and finalized basing on the cumulative price (Net Rate) of sum of the Total price (X) given in the column (C) of the above Table.
- II. In case the Total price (X) of the Price bid value happens to be the same for more than one bid, the comparison of 'Largest Quantity of the work' wise rates quoted will be taken into account for deciding the L1.
- III. Partial quoting of the prices is not permitted
- IV. Above rates includes transportation of stores as required.

Declaration : I/We declare that: -

- i) Should this tender be accepted, I/We agree to abide by & fulfil all the terms & conditions set forth in the tender document.
- ii) I/We agree to pay the amount of security deposit/performance bank guarantee of 10% of the anticipated order value.

Date:

Signature of Supplier

Place:

Name & Designation
Stamp

SECTION – VI
PROFORMA FOR DECLARATION BY TENDERER

I/we hereby solemnly affirm & declare to the best of my knowledge & belief that I am not a “Member of FAMILY” of a “Government Servant” working in BSNL, MTNL, DOT. I also declare and undertake that, if later on, it is found that I am a “Member of family” of a “Government Servant”, working in BSNL, MTNL, DOT, my tender/contract thereof shall be terminated with immediate effect, as & when this fact comes to the knowledge of BSNL, HYDERABAD and the EMD Amount or the Security Deposit of my firm may be forfeited without any prejudice to any other remedy or remedies of the BSNL, HYDERABAD or it’s successors in the office and also accept the debarring of my/our firm from participating in any tenders of BSNL in future.

Signature & Seal of tenderer
Name & full Address of the tenderer.

.....
.....
.....
.....
.....
.....

Witnesses

1 Name & Address

2. Name & Address

Note:-In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

SECTION – VII

ON RS. 100/- STAMP PAPER

PROFORMA FOR AGREEMENT

In accordance with Tender No:- HTD/GM(CM)/e-Tender/Repair/SMPS/2019-20 Dated 08.08.2019 for “**Repair of SMPS Power Plant Modules, Control Panels & LVDs of NBSNL BTS Sites of HTD**” under GM(CM), Hyderabad Telecom District, this agreement made on this ____ day of _____ 2019

BETWEEN

the **the CMD BSNL acting through PGM TD, Hyderabad Telecom District, BSNL Bhavan, Adarsh Nagar, Hyderabad-500063** (hereinafter referred to as the Purchaser, which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office, representatives and assignee) of the one party.

AND

M/s, (hereinafter referred to as the CONTRACTOR which expression shall unless excluded by or repugnant to the context be deemed to include in case of individual or proprietorship firm, his heirs, legal representatives or is a partnership firm, his heirs, legal representatives or is a partnership to the party or partners for the time being, constituting the said firm, survivor of them their respective heirs, executors and administrators or in a company, its successor in business) of the other party,

WHEREAS, the said Purchaser has offered to execute **100%** of the Schedule of Requirement (SoR) of the tender for “**Repair of SMPS Power Plant Modules, Control Panels & LVDs of NBSNL BTS Sites of HTD**” in response to the NIT No. HTD/GM(CM)/e-Tender/Repair/SMPS/2019-20 Dated 08.08.2019 for the period of one year from the date of execution of contract _____ (i.e. date to be mentioned), extendable for a period of one year (12 Months) or till finalization of next tender whichever is earlier, which will be decided by the competent authority. The supplier has agreed to accept such offer upon the terms and conditions hereinafter appearing and the rates approved by the BSNL (copy of Rates annexed as SCHEDULE-A) have been duly accepted

And, Whereas the necessary security deposit a sum of Rs. _____ (Rupees _____ only) in the form of DD payable to AO (Cash- Main), O/o PGM, HTD, Hyderabad. (On behalf of BSNL) and Rs. _____ (Rupees _____ only) as Bank Guarantee from a Nationalised /Scheduled Bank (10% of the Accepted rates) and he has accordingly, prior to signing hereof have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

The scope, terms & conditions/specification etc. of this contract will be as per original tender document & those modified by the BSNL from time to time.

It is also agreed that it is the responsibility of the contractor to carry out the works as per the terms and conditions of the contract.

I/we assure that I/we shall undertake the said work as per the terms & conditions of contract during the tenure of the contract and I/we also accept the tender quantity allotted to my/our firm through this tender as per the tender terms & conditions and per the discretion powers of Pr.GM , HYDERABAD.

IN WITNESS WHEREOF the parties present have here into set their respective hands and seals the day and year in above written:

**Signed sealed & delivered by
The above named Contract in the presence of.**

Witness:

1.

2.

**Signed & Delivered on
behalf of the CMD BSNL by the.**

SECTION –VIII

BID FORM

From:

.....
.....
.....

To,
The Pr. General Manager,
BSNL BHAVAN, AdarshNagar,
HYDERABAD – 500063.

Lr.No

Dated:

Sub: Tender for Repairs of SMPS Power Plant modules & Control Panels along with spares in HYDERABAD SSA of BSNL, HYDERABAD.

Ref: Tender **No.** HTD/GM(CM)/e-Tender/Repair/SMPS/2019-20

Dated: 08.08.2019

With reference to your tender Notice No.

dated

calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfil all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, HYDERABAD, or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of Rs. _____ (In words rupee _____) is deposited by DD. towards Earnest money and DD receipt No. _____ dated _____ is enclosed. I / We also agree to pay Security Deposit as and when called for within 7 days.

If, I / We fail to carry out the work according to the specification given in the schedule, I/ We hereby agree the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, HYDERABAD, or his successors in the office.

Place:

Yours Faithfully

Date:

Signature

Full Address

Witness Signature:

Name:

Address:

Note:-

1) In case of proprietorship firm tender form will be signed by the proprietor, for partnership firm tender form will be signed by all the partners or GPA holder person and in case of limited company by all the Directors or GPA holder personnel of the company. Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

2) The witness signature is mandatory and without the witness signature the tender is liable for rejection.

SECTION -IX

Photograph
of the
proprietor
of the
tender

**QUESTIONNAIRE / TENDERER'S PROFILE FORMING PART OF
TENDER TO BE FILLED IN & RETURNED**

General:

1. Name of the tenderer/ firm-----
2. Name of the person submitting the tender whose **photograph** is affixed -----
(In case of **Proprietary/Partnership** firms, the tender has to be signed by **Proprietor/Partners only**, as the case may be)
3. Address of the firm. -----

4. Tel. No. (With STD Code) - (Office) _____
(Fax) _____ (R) _____
(Mobile) _____
e-mail address -----
5. Is the firm registered with any Government/ semi government undertakings If so furnish details of registration.

6. Registration & incorporation particulars of the firm:
 - a. Proprietorship.
 - b. Partnership.
 - c. Private Limited.
 - d. Public Limited.

(Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by business law)

7. Name of Proprietor/Partners/Directors _____

8. Tenderer's Bank Name _____
 - a. Bank address _____

 - b. Tenderer's current account number _____
 - c. MICR Code of the bank and the branch (9 Digit) _____
 - d. Permanent Income Tax A/C number & Income Tax circle _____
9. **Infrastructural capabilities:**
10. Capacity of repairing of SMPS modules per day (in Nos.) _____
11. Capacity of engaging workmen per day _____

12. Particulars of vehicles available with the tenderer: _____
Type of Vehicle(s) **Registration number**

13. Particulars of other machines possessed by the contractor, which can help in repairing of SMPS modules & control panels.

14. Details of Technical and Supervisory Staff:

15. Brief description of work carried out by the firm in last five years with name of clients, nature and value of work done for each.(Please attach extra sheet if necessary) -----

16.Has the firm been black listed by any organization, if so attach the details of the same.-----

I/we hereby declare and undertake that the information furnished above by me is true and correct to the best of my knowledge and at any stage in future, if it is found that the information given by me is false / incorrect, BSNL, HYDERABAD shall have the absolute right to reject my bid and forfeit my EMD / S.D as the case may be without prejudice as per the tender terms and conditions.

Place:

Date:

Signature of Authorised Signatory _____

Name of the tenderer _____

Note:-In case of proprietorship firm **QUESTIONNAIRE / TENDERER'S PROFILE** will be signed by the proprietor, for partnership firm tender form will be signed by all the partners or GPA holder person and in case of limited company by all the Directors or GPA holder personnel of the company. Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

SECTION -X
Experience Certificate

This is to certify that M/s _____
_____ has carried out the work of repairs of _____ Nos of SMPS
Power Plant modules & _____ Nos of Control Panel during the period from _____ to _____
_____.

The amount of work carried out during the above period was Rs. _____ (in words
) _____

The performance was satisfactory in all respect.

**Name Signature & seal of the officer
issuing the certificate.**

Place : _____

Date : _____

(Certificate to be issued by an officer of the rank of DGM in BSNL/MTNL/DOT or equivalent rank in
reputed companies/Govt./Semi Govt. organisations)

Check List

Sr. No.	A)The Technical Bid should contain the following Documents	Remark Mark tick for the documents enclosed
1	Power of attorney in original (if applicable) duly executed on Stamp Paper.	
2	Attested copy of Valid Firm Registration certificate from State Dir. of Industries/ Valid Shop Act License, for relevant item. (as applicable).	
3	Attested copy of partnership deed (if applicable).	
4	Attested copy of registration with Sales Tax Department.	
5	Attested copy of EPF, ESI & Goods&Service Tax registration of the firm at the time of submission of the bid & if not applicable Declaration to that effect should be submitted.	EPF – ESI- Goods&ServiceTax Reg.-
6	Declaration as per Section – VI duly filled in & signed by the proprietor / all directors in case of company.	
7	Attested copy of Experience Certificate as per Section – X.	
8	Questionnaire at Section – IX duly filled & signed by the proprietor.	
9	Tender form (Section -VIII) duly filled in & signed by the proprietor.	
10	HYDERABAD Local Address, telephone Numbers, FAX Numbers, if any	
11	Name of the Proprietor / managing partners / dealing officer's name & designation, in case of Company.	
12	All pages of tender document duly stamped & signed by the proprietor.	
13	Attested copy of PAN Card	
14	For NSIC registered companies following documents may be submitted.	
a.	Valid NSIC registration, items covered in the registration & monetary ceiling of each item.	
b.	Monthly turnover of last one year duly certified by NSIC.	
c.	Monetary limit utilized & balance.	

(NOTE:- ALL PHOTO COPIES SHOULD BE ATTESTED ONLY BY GAZETTED OFFICER/ NOTARY.)

Sr. No.	B) The Financial Bid should contain the following Documents	Remark Mark tick for the documents enclosed
1	Price Schedule in Annex-V duly filled & signed, stamped by the bidder.	

**Name & Signature of the contractor
with seal of the Company**

Specimen for Letter of Authorisation for attending Technical/ Financial Bid

(To be produced at the time of opening of Technical/ Financial Bid and not to be enclosed along with the tender document)

To,

Asst. General Manager (O&P)CM
O/o.PGM-HTD, BSNL BHAVAN,
AdarshNagar,
HYDERABAD-500063.

Subject : Authorization for attending bid opening on _____ (date) for the tender of _____

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

Order of Preference	Name	Specimen Signature
I.		
II.		
Alternate Representative:		

Signature of bidder (Proprietor)
With Stamp of the
Firm or

Personnel authorized to sign the bid
Documents on behalf of the bidder

NOTE

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