



**Open E-Tender for
Annual Repair contract of Power plant modules
(25A/50A/100A/200A) all makes & types working in
Telephone Exchanges and Cell BTS sites in
Nalgonda Operation Area for the year 2023-24**

Cost of the Tender Form: ₹ 590/-

T.E. No: GMT-NGD BA/MM/NGD OA/PP ARC/ 2023-24/ dtd 17.07.2023.

**Availability of Tender on CPPP: From 1400 Hrs of 31.07.2023
To 1400 hrs of 21.08.2023**

Due Date / Time of Opening : 1500 Hrs of 22.08.2023

OFFICE OF AGM (NWO&P), BSNL, O/o GMT-NGD BA, Panagal Road, Nalgonda-508001

Nalgonda BA /Nalgonda OA

Visit us at: www.telangana.bsnl.co.in



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o GMTD BSNL BHAVAN NALGONDA - 508001
08682-225948, 9490288199

E-Tender Notice

From: AGM (NWO&P)
O/o GMTD BSNL
Nalgonda

To

Sub: - Tender document for **Annual Repair contract of Power plant modules (25A/50A/100A/200A) of all makes & types working in Telephone Exchanges and Cell BTS sites in Nalgonda Operation Area for the year 2023-24.**

Tender Enquiry No. GMT-NGD BA/MM/NGD OA/PP ARC/2023-24/ dtd 17.07.2023.

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

Asst. General Mananger(NWP)
O/o GMT BSNL Bhavan Nalgonda
Tel 08682-226948 & E-Mail:agmopngd@gmail.com

SECTION – 1**DETAILED NOTICE INVITING E-TENDER (DNIT)****BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

O/o GMTD, BSNL BHAVAN, Panagal Road, NALGONDA - 508001

08682-226948, 9490288199

1. For and on behalf of Bharat Sanchar Nigam Limited, digitally signed e-Tenders are invited by General Manager Telecom, Nalgonda SSA, in Single Stage Bidding and Two electronic envelope system, (Techno-commercial bid and financial bid with other eligible documents) **from the eligible bidders, for Annual Repair contract of Power plant modules (25A/50A/62.5A/100A/200A) of all makes & types working in Telephone Exchanges and Cell BTS sites in Nalgonda Operation Area for the year 2023-24.**

The estimated cost of the tender and the cost of EMD are given in the table below

SI No	Name of the work	Appx. Estimated cost (in Rs.)	EMD (in Rs)	PSD (In Rs.)
1	Repair of all types/makes of 25A/50A/100A/200A Power plants (Modules, related cards etc.)	16,46,500/-	33,000/-	10% of the contract agreed value

Note-1: The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent up to +/-50 % of specified quantity/amount without any change in unit price and other terms & conditions.

- 1.1 A separate bid form along with price bid (as per Section-9 Part A & B) should be filled.
2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.telengana.bsnl.co.in/tenders_active.php, and the document for participating in e-tender shall be available at e-tender portal <https://etenders.gov.in/eprocure/app>
- 2.1 The bidders downloading the tender document are required to submit the tender fee of amount **Rs 590/-** through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favor of "**AO(Cash), BSNL, Nalgonda.**" and payable at Nalgonda.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee & EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must also register their UAM on CPPP and submit proof in this regard along with their bid.

3. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website www.telengana.bsnl.co.in/tenders_active.php from 31/07/2023 onwards. The same tender document is uploaded on BSNL website shall be made available on e-tender portal www.etenders.gov.in from 31/07/2023 from 14.00 Hrs onwards for start on online bid submission.
 - 3.1 Physical copy of the tender document would not be available for sale.
 - 3.2 The Tender document shall not be available for download from e-tender portal on its submission / closing date

4. **Eligibility Criteria:** The bidder should meet following eligibility requirements.
 - 4.1. **General Qualification**
 - 4.1.1 The Bidder must be an Indian registered Companies under Companies Act 1956/2013 or an LLP or a Firm registered under applicable Acts or individual/Proprietary firm.
 - 4.1.2 The Bidder must have a valid PAN & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ Lol/signing of contract, if declared successful.
 - 4.2 **Technical/Financial Qualification**
 - 4.2.1 The Bidder must have an experience of executing works related to repair of Power plant modules of all capacities & types. Authorized Dealers/Suppliers or their Service agents or Companies/ Firms/ individuals having minimum experience of 3 years in repair of SMPS Power Plants can participate. The bidder should have satisfactory performance in the last three financial years i.e.2020-21, 2021-22 and 2022-23 with cumulative amount of work not less than 90% of estimated value of this tender during the period certified by any officer not below the rank of AGM/DE(in case of PSUs).

5. **Bid Security/EMD:**
 - 5.1 The bidder shall furnish the bid EMD in one of the following ways:-
 - a. Demand Draft/ Banker's cheque drawn in favor of "**AO (Cash), BSNL, Nalgonda**" and payable at Nalgonda separately for each cluster participated.
 - b. Bank Guarantee(s) from a Scheduled Bank in India (as per the format given in section-7 Part A on prescribed Judicial paper with stamp of proper value) drawn in favor of "**AO (Cash), Bharat Sanchar Nigam Limited, Nalgonda**" which should be valid for **120** days from the tender opening date.
 - c. The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction /Operations /Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

6. **Date & Time of Submission of Tender bids:** on or before **14.00 Hrs** of 21/08/2023 **(tender closing date)**.
 - 6.1 In case the date of opening of bid is declared to be a holiday, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change

in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids:** At 15:00 Hrs of 22/08/2023.
8. **Place of opening of Tender bids: Chamber of SDE (MM), O/o GM BA, BSNL Bhavan, Panagal Road, Nalgonda - 508001**
- 8.1 The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.
9. Tender bids received after due time & date will not be considered/ accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. General Manager Nalgonda, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.
12. The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
 - 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
 - 12.2 All documents submitted in the bid offer should be preferably in English/Hindi/Telugu. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/Telugu language, the bidder shall attach a translation of the same in English/Hindi/Telugu language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
 - 12.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 13.0 The queries in respect of this bid document, if any, can be submitted through Email latest up to **(7 days from issue of NIT)**.

BSNL Contact-1	
BSNL's Contact Person	S.PENTAIAH, AGM(NWO&P)
Telephone& Mobile	9490288199
E-mail ID	agmopngd@gmail.com
BSNL Contact-2	
BSNL's Contact Person	P. PARASHURAM, SDE(MM)
Telephone & Mobile	9422101007
E-mail ID	sdemmngd@gmail.com

SECTION- 2 Tender Information

1. **Type of tender: Single stage submission & two stage opening.**
Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.
Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.
2. **Bid Validity Period** - The bid will remain valid for **120 days** from the tender opening date
3. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.

a. Techno-commercial envelope shall contain :-

- 1) Scanned copy of EMD.
- 2) Scanned copy of payment of cost of tender document i.e. tender fee.
- 3) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- 4) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 14.2 of Section 4 Part A.(not required in case of Proprietary /partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- 5) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 6) Attestation of the signature of the authorized signatory, issuing PoA, by Bank.
- 7) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- 8) Copy of PAN card and copy of GST registration.
- 9) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- 10) Undertaking & declaration duly filled & signed as per Section-6 Part A
- 11) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- 12) Tender / Bid form-Section 9 Part A.
- 13) Checklist of the documents submitted as per Annexure-1.

b. Financial envelope shall contain:

- 1) Price Schedule (as per Section 9 Part-B)

c. Offline Documents :

The following documents are required to be submitted offline (i.e. **offline submissions**) to O/o AGM (NWO&P), BSNL Bhavan, Nalgonda - 508001 on or before 12:00Hrs of 22/08/2023 submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (22/08/2023& 15:00 Hrs).

- 1) EMD – Bid security (in original)
- 2) DD/ Banker's cheque of Tender fee (in original).
- 3) Power of Attorney in accordance with Clause 14. 2 of Section 4 Part A and authorization for executing the power of Attorney.
- 4) In case of MSME bidders, Valid MSME certificate to be submitted. Declaration of UAM Number (Udyog Aadhar Memorandum Number) by MSE bidders on CPPP (Centre Public Procurement Portal).

Note :- Any delay in submission of OFFLINE documents by any means (By post/By

courier) will not be accepted beyond the date and time of receipt of offline documents as given in tender document and will be summarily rejected.
The Financial Bid shall be opened only for the bidders who submitted the offline documents as above.

4. Payment terms

4.1 The payment shall be made normally within 60 working days from the date of receipt of bill in duplicate in the O/o GMT-Nalgonda. The Bills must be forwarded along with due certification by the concerned AGM/SDE/JTO.

4.2 Each of the bill had to be submitted containing the service report duly signed by the ARC Agency as well as BSNL Representative{not below the rank of JE(TTA)}.

Note: All statutory taxes and levies as applicable shall be deducted at source before payment.

5. Time line for start of services:

The Successful bidder should start the work immediately after accepting the agreement

6. Duration of Contract :

Contract will be awarded for One year. However, extension for one year or part thereof, will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender.

SECTION- 3**SCOPE OF WORK**1) **Brief description of the work:**

The work involves “Repairing of faulty 25A/50A/100A/200A SMPS Power Plant (Modules, related cards etc) of all types & makes” AS IS WHERE IS basis at Telephone Exchanges / BTS, in Nalgonda Operation Area.

2) **Working SMPS power plants / modules :**

Power Modules of Capacities 25A/50A/100A/200A are working in Nalgonda Operation Area. The below quantities which may be ordered for repair are tentative and only indicative.

Sl. No.	Capacity	No. of modules expected for repairing	Estimated cost for repair per card (Rs)	Total (Rs)
1	25 A	274	3600	986400
2	50 A	17	3800	64600
3	100 A	96	6000	576000
4	200 A	3	6500	19500
Grand Total				1646500

Note: All figures given above are exclusive of GST

- 3) **Period of agreement:** The agreement shall be for a period of **ONE** year from the date of signing or till completion of the work up to estimated cost, whichever is earlier. However, BSNL reserves the right for extension of contract period by one more year in spells of 3 (three) months **for a further period not exceeding 1 year** during which period the same approved rates & terms and conditions will be operated.
- 4) **Estimated cost (Approx) : Rs.16,46,500/-**
- 5) **BSNL’s right to vary quantum of work:** BSNL at the time of award of work under the contract, reserves the right to decrease or increase the work by **+/- 50%** as per the situation.
- 6) The contractor should be in a position to attend all types of repairs of Power Plants / Power Modules (SMPS) of different make such as of **EXICOM/AMAR RAJA/ITI/HBL/SABNIFE/ADOR/DAX/VALERA/ UPTON/DELTA & other makes** etc., under the jurisdiction of the Deputy General Manager, Operation Area, Nalgonda within the stipulated time from the date of issue of work orders by the Area Divisional Engineers of the respective Divisions of Nalgonda Operation Area, i.e. AGM Nalgonda and AGM Suryapet. The contractor must be in a position to attend the Power Plants Modules at sites in Nalgonda Operation Area by mobilizing adequate man power so that Power Plants are repaired as and when gone faulty without any delay.

SECTION-4 Part A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS

- 1.1 "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Telangana Telecom Circle, Nalgonda BA.
- 1.2 "The Bidder" means the Company. individual or firm who participates in this tender and submits its bid.
- 1.3 "The Supplier" or "The Vendor" or "Service Provider" means the individual or firm awarded the contract.
- 1.4 "The Services" means providing maintenance services for external plant which the Supplier is required to supply to the Purchaser under the contract.
- 1.5 "The Advance Work Order" or "Letter of Intent" means the intention of Purchaser to place the Work Order on the bidder.
- 1.6 "The Work Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as "Contract" appearing in the document.
- 1.7 "The Contract Price" means the price payable to the Supplier under the Work order for the full and proper performance of its contractual obligations.
- 1.8 "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- 1.9 "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.
- 1.10 "Cluster" means the Group of exchanges/ cluster of contiguous exchanges.
- 1.11 "SSA" means Secondary Switching Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.12 "BA" means Business Area comprising of one or more SSA's

2 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to Clause 4 of Section-1 i.e. detailed NIT.
- 2.2 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

3 COST OF BIDDING

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

4 DOCUMENTS REQUIRED

- 4.1 The detailed list of services required to be provided by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5 CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL

in writing by Fax & by Email(both) to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **latest by 7 days from date of issue of NIT** Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)

- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant Clauses of the bid documents.

6 **AMENDMENT OF BID DOCUMENTS**

- 6.1 BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by Fax or Email or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7 **DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall be ensured availability of the following components:

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10 of section -4 Part - A.
- b) EMD/Bid Security furnished in accordance with Section 1 clause 5.
- c) A Bid form and Financial Bid completed in accordance with Section 9 (Part – A & B).

8 **BID FORM**

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided along with the prices as per Section- 9

9 **BID PRICES – Not applicable**

10 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION -**

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents **or whichever is required as per eligibility terms and conditions of Bid Documents.**
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
 - b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1.
 - c) Power of Attorney as per Clause 14.2 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 14.2 (b) or (c) of this Section.

- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ Lol/signing of contract, if declared successful.
- e) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Clause 34 of this Section.
- f) Certificate of incorporation / Registration.
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

10.2 **Documentary evidence for financial and technical capability.**

The bidder shall furnish experience certificate of prescribed amount.

11 **DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS**

11.1 Pursuant to Clause 7 of this Section, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all services which he proposes to supply under the contract.

11.2 The documentary evidences of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

A Clause-by-Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of the Scope of Work, Section 3, General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (**Section-5 Part A, B**) shall not be considered.

12. **BID SECURITY / EMD**

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

12.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO/ Lol & submit required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 12.3 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 and 12.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to Clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with Clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity/sites in pursuance to Clause no. 24.4 & 27.3 of this Section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 28.
13. **PERIOD OF VALIDITY OF BIDS**
- 13.1 Bid shall remain valid for period specified in Clause 2 of Tender Information. A bid valid for a shorter period and if on pointing out by BSNL for same, the bidder does not undertake to make his bid valid for required duration, then the bid shall be rejected by BSNL and treated as non-responsive.
- 13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.
14. **FORMAT AND SIGNING OF BID**
- 14.1 The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures by the authorized person and then uploaded on e-tender portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be manually signed by the person or persons signing the bid.
- 14.2 **Power of Attorney**
- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/

Body corporate.

- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case, authorized signatory of the bid(i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate(DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

15. SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of tender information.

- a) The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System.

The details of sealing & marking of bids in each case is given below:

- b) In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope - **Not applicable for this tender.**
- c) In Single stage bidding & two envelopes system the bidder shall submit his bid online in two electronic envelopes; (Refer Section-4 Part C))

The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per Clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as **Financial bid** containing Original copy of Price Schedules as per Section 9 Part B.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

15.2 a) The offline envelope shall be addressed to the purchaser inviting the tender:

The Assistant General Manager (NWO&P)
O/o GM BA BSNL Bhavan, Panagal road
Nalgonda 508001

- b) The offline envelope shall bear the name of the tender, the tender number and the words '**DO NOT OPEN BEFORE**' (22/08/2023 & 15:00 Hrs).
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to AGM (NWO&P) O/o GMTD BSNL, Nalgonda at the venue (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: O/o SDE (MM) O/o GMTD BSNL, Nalgonda at specified time & date as stated in NIT.

15.3 If both the envelopes are not submitted as required at para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17. LATE BIDS

- 17.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by BSNL.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per Clause 15.
- 18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY BSNL

- 19.1 BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date.
- 19.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee
 - (i) In Single stage bidding & single stage Opening (single envelope) system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT-(Not Applicable for this tender)
 - (ii) In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM (NWO&P) BSNL Nalgonda for retention.
Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.
The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

(iii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iv) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

(Information as per electronic forms shall be populated as comparison chart on e-tender system and no information shall be read out)

19.5 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation pursuant to Clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS -**
- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST, as per the Financial Bid in the Section -9 Part B of the Bid Document after arithmetical correction in the manner laid down in clause 21.2 above.
- 22.3 Vendors should furnish the correct HSN/SAC in the price Schedule. If the supplier fails to furnish necessary supporting documents i.e. GST invoices etc., in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.
- 23. CONTACTING BSNL**
- 23.1 Subject to Clause 20, no bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence BSNL in BSNL's bid evaluation, bid comparison or contract award decision, shall result in the rejection of the bid.
- 24. PLACEMENT OF ORDER**
- 24.1 BSNL shall consider placement of orders on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose Services have been approved / validated by the Purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The work order shall be issued to only the lowest bidder (L1) bidder.
- 25. PURCHASER'S RIGHT TO VARY QUANTITIES**
- 25.1. The General Manager, Nalgonda BA reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work. The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the contract work will be got done from some other agency at the cost of the contractor and payment will be settled on prorate Basis.
- 25.2. The decision of GM Nalgonda BA on any matter connected to this tender is final & binding.
- 25.3. The BSNL reserves the right to vary the quantity to the extent up to +/-50% of specified quantity/amount without any change in unit price and other terms & conditions
- 26. BSNL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
- The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27. ISSUE OF ADVANCE WORKORDER

- 27.1. The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 27.3 Advanced Work Order (AWO) may be issued to L-1 bidder in two stages. The first AWO shall be issued for L-1 quantity as defined in Clause above. The second AWO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24 of Section 4 Part A.
- 27.4 In the event of withdrawal of AWO/Lol, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

28. SIGNING OF CONTRACT

- 28.1 The issue of Work Order (WO) shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to Clause 27 of this Section, the Purchaser shall discharge the bid security in pursuant to Clause 12 of this Section, except in case of L-1 bidder, whose EMBG / EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to Clause nos. 24 & 27 of this Section.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder on its discretion or call for new bids.

30. QUALITY ASSURANCE (QA) REQUIREMENTS – This Clause is not applicable**31. REJECTION OF BIDS**

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) The bids will be rejected at opening stage if Bid security is not submitted as per Clause 12.1 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 11.2 (c) of Section-4 Part A: If Clause-by-Clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.– **This Clause is Not Applicable**
- c) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

- d) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- 31.2 Bid opening team will not return the bids submitted by the bidders on the date of tender opening, even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.3 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.
- 31.4 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
32. **ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**
As per Appendix-1 to Section 4 Part A.
33. **Clause deleted.**
34. **NEAR-RELATIONSHIP CERTIFICATE**
- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- Members of a Hindu undivided family.
 - They are husband and wife.
 - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the certificate is given in Section 6 (B).
35. **VERIFICATION OF DOCUMENTS AND CERTIFICATES**
The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before

enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then BSNL will take action as per Clause-1 of Appendix-1 of this Section.

Note for Tender opening Committee:

- (a) At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.
- (b) The documents/ papers to be submitted in respective bid part have been explicitly stated in Clause-7 of Section-4 Part A.
- (c) This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- (d) These papers will be treated as authentic one, in case of any dispute.

36. Security Clause as per latest guidelines and requirement –

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate Clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD.	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of AWO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of AWO, ii) Rejection of Bid & iii) Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Evaluation

1.1. The evaluation process comprises the following three (3) steps:

Step I: Fulfilment of requirements of Eligibility criteria, EMD and tender fee.

Step II: Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNIT

Step III: Selection of Successful Bidder

1.2. Step I - Responsiveness check of Techno-Commercial Bids

1.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in Clause4 of DNIT

1.2.2. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of BSNL.

- a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 5, format for disclosure, valid EMD;
- b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;
- d. Information not submitted in formats specified in the Bid Document
- e. Bid not providing information/ document to satisfy Qualification Requirements;
- f. Bidder not meeting the criteria mentioned in Clause4 of Section 1 DNIT of this Document
- g. A Bidder submitting more than one Bid for the same Cluster;
- h. Bid validity being less than that required as per Clause 13Section 4A of this Bid Document;
- i. Bid being conditional in nature
- j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;
- k. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- l. Bidder delaying in submission of additional information or clarifications sought by BSNL.
- m. Bidder makes any misrepresentation of facts.
- n. Bid not accompanied by valid EMD

1.2.3. Each Bid shall be checked for compliance with the submission requirement set forth in this Bid Document before evaluation of Bidder's fulfillment of Qualification Requirement is taken up.

1.3. Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNIT

1.3.1. After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in Section 7 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 4 of Section 1 DNIT

1.3.2. Price Bid of only those bidders will be opened whose Techno-Commercial qualification requirement, prima facie meets the Qualifying Criteria. However, if at later stage it is found that Techno-Commercial bid doesn't meet the qualification criteria, bid can be rejected at sole discretion of BSNL.

1.4. Step III – Selection of Successful Bidders(L1 bidder)

1.4.1. Only the bids qualifying in Step II above, shall be financially evaluated for respective cluster, in this stage, on basis of their quote as per Financial schedule in Section 9 Part-B.

1.4.2. The Work order shall be awarded to only L1 bidder, Successful Bidder shall unconditionally accept the AWO, issued by BSNL, within 14 days of issue of AWO.

1.4.3. If the Successful Bidder who is L1 bidder, to whom the AWO has been issued, does not accept the AWO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD (in case of L-1 bidder).

1.4.4. It shall not be binding upon BSNL to accept the lowest bid as successful.

1.4.5. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.

1.4.6. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.

1.4.7. BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.

1.4.8. BSNL's decision in this regard shall be final and binding.

Section- 4 Part C
E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

The bidders are required to submit soft copies of their bids electronically on the CPP/GeM Portal, using valid Digital Signature certificates. The instructions given below are meant to assist the bidders in registering on the CPP/GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP/GeM Portal. More information useful for submitting online bids on the CPP/GeM Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

REGISTRATION

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

Instructions**1. Tender Bidding Methodology:**

Sealed Bid System – **'Single Stage - Two Envelopes'**. (Financial & Technical bid shall be submitted at the same time)

2. Broad outline of activities from Bidders Perspective:

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.

"Declaration of UAM (Udyog Adhar Memorandum) Number by MSE bidders on

CPPP is mandatory. If the MSME bidders who fail to submit UAM number on CPPP portal, shall not be able to avail the benefits available to MSEs as contained in

Public Procurement Policy for MSEs order, 2012 issued by MSME".

2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, Work order details etc. under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e- Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e - Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below: -
27. **Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

Submission of Bid Security / Earnest Money Deposit (EMD)

Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).

Tender Documents / Addendum / Addenda

Two Envelopes

Techno-commercial -Part

Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – **“Complete”**.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ viruscreeping into files / folder from client end PC system cannot be monitored by **e-tender software/server and will be bidder's responsibility only.**

In case the files are **non-extractable or illegible otherwise, then the bidder's** authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e - tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

28. Offline Submissions:

The Bidder is requested to submit the following documents offline to, AGM(NWO&P) O/o GM TD Nalgonda on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender **number and the words 'DO NOT OPENBEFORE' (due date & time).**

1. EMD-Bid Security (Original copy).

2. DD / Bankers cheque for Tender Fee drawn in favour of AO(Cash), O/o GMTD Nalgonda
3. Power of attorney in accordance with clause 14.2 of Section-4 Part A.
4. In case MSME bidders, Valid MSME certificate to be submitted.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission also.

29. In case the files are non-extractable or illegible otherwise, **then the bidder's** authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

30. **Special Note on Security of Bids**

- I. Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic **Tender's software. Security related aspects as regard Bid Submission are outlined** below: As part of the Electronic Encrypter™ **functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.**
- II. **Typically, 'Pass-Phrase' of the Bid-Part** to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server / portal.

III. **Online Tender Opening Event (TOE) and Advantages:**

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

Bidders will be able to view all the Technical bids for a particular tender on completion of Process-I (uploading Technical Evaluation summary in the portal). Similarly, Financial Bids can be viewed on completion of Process-II (uploading of Financial Evaluation Summary in the portal).

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

Help Desk of CPP Portal:

24x7 Toll Free Telephones No. 1800 3070 2232 Mob: 07878007972 / 73

Email ID: cppp-nic@nic.in (Please Mark CC: support-nic@ncode.in)

Help Desk of GeM Portal:

24x7 Toll Free Telephones No. 1800-419-3436/1800-102-3436 (9:00am-10:00pm Mon to Sat)

Email ID: helpdesk-gem@gov.in

Note 1: In case of internet related problem at bidder’s end, especially during ‘critical events’ such as – a short period before bid -submission deadline, during online public tender opening event, during e-auction, it is the bidder’s responsibility to have backup internet connections. In case there is a problem at the e -procurement/ e-auction service-provider’s end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

Note 2: MSE bidders should declare their UAM No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

Note 3: Bidder must ensure that after following above the status of bid submission must become – “Complete”. Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder’s responsibility only. In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

IV. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in>) , and check on “**Help for Contractors**” and “**the Bidders Manual Kit**”. The compatible support software (PDF Converter, Java, etc) for online bid

Submission may be downloaded from CPP Portal.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission Deadline on CPPP
3. **Get your organization's concerned executives** trained on CPPP well in advance of your first tender submission deadline on CPPP
4. Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet time out, break down, etc.)

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

V. **Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users

VI. **PRICE SCHEDULE / BOQ:**

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule / BOQ Section-9 Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in **White background cells. Don't fill in grey background cells.**
3. BOQ Section - 9 **Part B file is password protected XLS file. Don't unprotect the file.**

Price has to be filled in the same file and the same has to be uploaded.

4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

3. **Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. **Registration**

To use the Electronic Tender[®] portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

5. Bid related Information for this Tender (Sealed Bid)

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on <https://etenders.gov.in/eprocure/app> (URL of e-tender portal).

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

NOTE 2: In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

6. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (NWO&P) O/o GMTD BSNL Nalgonda on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i. EMD-Bid Security in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney in accordance with Clause 14.2 of Section-4 Part A.
- iv. MSME certificate

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://etenders.gov.in/eprocure/app> (URL of e-tender portal), and go to the User-Guidance Center

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of e-tender portal.

SECTION-5 Part A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. DELETED

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount **equal to 10%** of the value of Advance Work Order/ Lol, within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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

4.3 The performance security Bond shall be in the form of either FD/DD in favor of AO (Cash), BSNL Nalgonda or in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7B of this Bid Document.

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

4.5 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.

4.6 In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, actions as per clause 1 (a) of Appendix -1 to Section 4 Part-A shall be applicable.

5. DELETED

6. DELETED

7. DELETED

8. DELETED

9. DELETED

10. **DELETED**
11. **PAYMENT TERMS - Refer Section-2**
12. **DELETED**
13. **DELETED**
14. **DELETED**
15. **DELAYS IN THE SUPPLIER'S PERFORMANCE- Refer Section-2.**
16. **PENALTY-- Refer Section-2.**
17. **FORCE MAJEURE**

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

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

18. **ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

18.1 In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and

- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19. Insurance

The Insurance cover protecting the agency against all claims applicable under the Workmen’s Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. BSNL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed /indemnified by the Service Provider

20. ARBITRATION

- 20.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach there of which parties unable to settle mutually, the same shall be referred to Arbitration as provided here under.
- 20.2 A part wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter, If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

20.3 The number of the arbitrators and the appointing authority will be as under :

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 Lakhs and to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL-CGMT, BSNL hyderabad (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

- 20.4 Neither party shall appoint its serving employee as arbitrator.
- 20.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned

party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.

20.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid

20.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.

20.8 **Fast Track Procedure –**

20.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).

20.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

20.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.

20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs.5 Crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

20.8.7 In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.

20.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

20.8.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

21. SET OFF

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

22. DELETED

23. DELETED

24. DELETED

25. COURT JURISDICTION

25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Nalgonda only”.

26. General Guidelines:-

The General guidelines as contained in General Financial Rules(GFR)as amended from time to time on works, procurement of goods and services and contract management respectively will also be referred to as guiding principles.

SECTION –5 Part B**SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

1. The tenderer should have the necessary infrastructure for repair of Power Plants modules and submit a proof on availability of equipment and man power. The successful tenderer should attend the SMPS Power plants modules on site and bring them into working condition
2. All breakdown calls / complaints have to be attended by the firm with utmost promptness.
3. The successful tenderer will be allowed to lift the faulty units for repairs by giving proper receipt to the SDE/JTO In-charge of the concerned exchange where the faulty power plant exists.
4. The Tenderer to whom the ARC has been awarded, should attend the faults upon getting oral information from the DE Mtce/SDEGPS/SDOT as the case may be without waiting for any order in writing. The work order in writing will be issued by DE Concerned
5. In cases of emergency if the faults are not attended by the successful tenderer, the work will be awarded to other agency and the cost of repair will be recovered from the tenderer from the bills payable / Security deposit
6. The tenderer should bring all the repairing tools, spares, and man power required for the repair of Power Plant module (at his cost)
7. **If the successful tenderer fails to repair the Power plant modules immediately or is found to have repaired with poor quality components or fails to comply with the specifications of the tender terms and conditions, the tender will be cancelled, the Security deposit/bills will be forfeited to the Bharat Sanchar Nigam Limited & the tenderer is liable to be Black listed and will not be allowed in future tenders of BSNL.**
8. Service personnel for Repair of Power Plants modules are to be made available at any time on any day including holidays.
9. **The tenderer should also guarantee good working of the repaired module for a period of 6 months (SIX MONTHS) from the date of repair. During the guarantee period, in case if the attended module fails with the similar fault (that was attended) then the tenderer should repair the faulty module at his own cost. The cost of the components replaced for repairs will have to be borne by the tenderer only.**

10. Penalty:

- a) **In case of failure to repair within 48 hours, penalty charges will be imposed at the rate of 10 % of approved module repair charges for each day exceeding 48 hours subject to maximum amount of penalty equal to approved module repair charges.**
 - b) **The tenderer should return, at any cost, the module / equipment duly repaired within 15 days from the date of intimation of fault. If not returned within the stipulated period, in addition to imposition of penalty specified in the 10(a), the total cost of the faulty unit as decided by the BSNL will be recovered from the tenderer either from Security Deposit available or from pending bills to be paid to the tenderer.**
11. The bills claimed should contain the serial number of the units of the modules of the SMPS power plants and also details of the components used for rectification
 12. The concerned unit officer shall intimate the module faults to the agency (like tripping of module/failure to take load or any other fault). The tenderer has to ensure repairs in such a manner that, the **repaired module must take 80% of the rated load of the module. Necessary testing will be done by the unit officer by giving the load of the exchange and the charging load of the battery (on float) in the presence of the tenderer.**
 13. The successful tenderer shall place required No. of Resident Engineers / Technicians at Nalgonda and submit the details along with local address for attending the calls given by the unit officers from time to time, to avoid delay. The successful tenderer has to arrange the service Engineer / Technician to repair the Power Plant modules immediately on requisition from SDE/Unit officer/In-charge. The service personnel should visit the site and have to attend the faults immediately and sufficient good quality spares should be kept with the service personnel to attend the faults.
 14. The Tenderer shall strictly comply with all rules / regulations etc., as per law in force pertaining to contract Labour (R&A) Act, Shops and Establishments Act, Employees Provident Fund Act, ESI Act, Minimum Wages Act., and payment of Wages Act, etc., as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by him.
 15. The Tenderer will have to insure all his personnel under **Workmen Compensation Act** at the places, which are not covered under ESIC, and a copy of ALL RISK INSURANCE POLICIES shall have to be furnished to BSNL.
 16. The Tenderer shall maintain all the documents necessary to satisfy provision of Labor Act such as age, sex, educational qualifications, addresses of the personnel, PF payments made, ESI payments etc.
 17. If the Tenderer does not comply with any of conditions mentioned above, payments arising out of A.R.C will be withheld.

18. The tenderer shall be held responsible for any damage(s) / loss (es) to the B.S.N.L., caused due to the negligence of his work force and shall compensate the BSNL adequately against such losses which will be assessed and determined by the BSNL.
19. In case, while on duty and during the course of engagement in work premises of the Company under this agreement, if any of the Tenderer's workforce meets with any injury / indisposition due to accident or other natural calamities, the Tenderer shall ensure that immediate and adequate medical aid viz., First Aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Tenderer shall also be liable for meeting with Statutory liabilities under the ESI / PF or Workmen's Compensation Act. BSNL will have no obligation , whatsoever, in this regard.
20. The Tenderer shall indemnify and compensate the B.S.N.L, if the B.S.N.L, as Principal Employer under the Contract Labor (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Tenderer. In any such eventuality, the provisions relating to recovery as provided in the relevant clauses of the Act shall be applicable in Toto.
21. The BSNL will have A.R.C. with Tenderer only and will give instructions to him and will have nothing to do with or be connected with the conditions of employment of the workers working for the Tenderer. The workers engaged by the Tenderer shall not have any claim against BSNL for regularization of their services etc.& their engagement shall stand terminated as soon as the work for which the A.R.C, is signed and agreed to, comes to an end or the A.R.C is rescinded or cancelled or terminated under any other clause of the A.R.C or by operation of any law.
22. **The tenderer must not declare any of the modules as Repair Not Possible/Irrepairabale**
24. **The tenderer should sign on each page of the tender schedule and quotation. Any correction made in the tender should be attested by the tenderer with full signature.**
25. Any attempt or negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender, or with the authority who is competent finally to accept the tender, or to influence by any means, will render the tender to be rejected.
26. **The G.M. Telecom, BSNL NALGONDA BA will examine all relevant points in finalizing the tender rates and is not bound to accept the lowest rates quoted in the tender.**
27. **No appeal against the decision of the G.M.Telecom, B SNL Nalgonda will be entertained.**

SECTION-6 (Part - A)

UNDERTAKING & DECLARATION

6(A) - For understanding and agreeing with the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ Performance linked Security Deposit/PBG deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 (Part - B)

NEAR RELATIONSHIP CERTIFICATE:

(by the bidder in respect of status of employment of his/ her near relation in BSNL)

*"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in **BSNL unit where tender is being submitted** as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."*

Signature of the tenderer
With date and seal

OR

If the bidder has near relatives in the BSNL Unit where tender is being submitted, then they shall submit following details of those officers:

S.No	Name of the near relative	Designation	Employed in office of	Address	Mobile No.

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/EMD Guarantee
 (To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD in form of Bank Guarantee(EMBG).

Whereas M/s having registered office at
 (Hereafter referred to as Bidder) has
 approached us for giving Bank Guarantee of Rs./- (hereafter known as
 the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in
 favour of (Hereafter referred to as BSNL) for participation
 in the tender of work of vide tender no.

Now at the request of the Bidder, We Bank
Branch having
 (Address) and Regd. office address as

 (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter
 contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge

this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

- 5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL Nalgonda " payable at Nalgonda.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

7(B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas(hereafter referred to as BSNL) has issued an AWO no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour ofof Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the

law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL" payable at
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7 (C) For Letter of Authorization for attending Bid Opening Event.
(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no.
..... in respect of
..... (Item of work) which is due to open
on (date) in the Meeting Room, O/o
.....

We hereby authorize Mr. / Ms.& Mr. /
Ms.....(alternative) whose signatures are attested below, to attend the
bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....

Signature of Bidder/ Officer authorized to sign
on behalf of the Bidder

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

- Note** 1: Only one representative will be permitted to attend the Bid opening
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
 Telephone No. Mobile No. FAX No.

3. Registered Office
-

- Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

- 7.A Permanent Account No. :
- 7.B GST Registration No(s).....
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If

so state its Address

.....
.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To From,
AGM (NWO&P)
O/o GMTD BSNL <complete address of the Bidder>
BSNL Bhavan, Panagal road
Nalgonda 508001
 Bidder's Reference No:.....Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **120days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ **10%** of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20....

	Signature
Witness	Name
Signature.....	In the capacity of
Name	Duly authorized to sign the bid for and on

SECTION - 9 PART-B (I)

Financial BID:

Name of the work: Annual Repair contract of Power plant modules (25A/50A/100A/200A) all makes & types working in Telephone Exchanges and Cell BTS sites in Nalgonda Operation Area for the year 2023-24

Contractors Quote

Sl.No.	Capacity of the PP module	Quantity	Units	Rate per unit		Total Amount (in Rs.)**
				Quoted in figures (in Rs.)**	Quoted in words (in Rs.)**	
1	25 A Power plant module	274	Rs per module			
2	50 A Power plant module	17	Rs per module			
3	100 A Power plant module	96	Rs per module			
4	200 A Power plant module	3	Rs per module			
					Total	

Note- 1.The Bidder must quote item wise rate and amount for respective capacities of modules including all levies & taxes excluding GST.

Note 2. Lowest bidder shall be evaluated based on the lowest total tendered amount and work order shall be awarded to L-1 Bidder.

GST Rate applicable%

Applicable SAC(6 Digit).....

Signature of the Tenderer

ANNEXURE-1**CHECK LIST FOR THE BIDDERS**

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

Documents forming part of the bid: -

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	Cost of the tender document (₹____/-) or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
2	Bid Security in the form of Bank Guarantee for ₹____/- valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
3	Scanned copy of Bid Form in Section-9 Part A.	
4	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
5	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
6	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
7	Scanned copy of Credentials regarding experience as per clause 4.2	
8	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
9	Scanned copy of Near Relationship Certificate as per Section 6 Part (B)	
10	Letter of Authorization to attend Bid opening event	
11	Valid PAN Card	
12	Valid Goods and Services Tax Registration Certificate(s)	

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E-Tender for Annual Repair contract of Power plant modules working in Nalgonda OA for the FY 2023-24

I/498351/2023

13	Undertaking and Declaration as per Section-6 Part A duly filled up and signed	
14	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
15	Any other supporting documents asked for in bid document.	
16	This Check list	

For and on behalf of M/s..... (Insert Name of Bidding Company)

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....