



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

TELANGANA TELECOM CIRCLE

OFFICE OF THE CHIEF GENERAL MANAGER
DOORSANCHAR BHAVAN, ABIDS,
HYDERABAD, TELANGANA, PIN – 500001

BID DOCUMENT

Notice Inviting e-Tender for
AMC of SMPS Power plants including Control units, Modules, of
different makes and capacities of 25A, 50A, 100A & 200A for a period
of one year, 2024-25, in Hyderabad BA

Particulars of Tender Document fee:

Demand Draft no/ Transaction Id/ Receipt no_____

Dated_____

Particulars of EMD:

Demand Draft no/ Transaction Id/ Receipt no_____

Dated_____



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o CGMT, TELANGANA TELECOM CIRCLE, DOORSANCHAR BHAVAN-500001

T E No.: TS-CO/MM/Tenders/HTD/SMPS-CFA-AMC/2024-25

Dated 28/08/2024

From

To,

The Asst. General Manager (Proc.)
O/o CGMT, TELANGANA CIRCLE
DOOR SANCHAR BHAVAN
ABIDS, HYDERABAD-500001

Sub: - Tender document for AMC of SMPS Power plants including Control units, Modules, of different makes and capacities of 25A, 50A, 100A & 200A for a period of one year, 2024-25, in Hyderabad BA.

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

SECTION	ITEM	NO.
1 Part A	Detailed Notice Inviting E-Tender (DNIT).	3-6
2 Part A	Tender Information	7-10
3 Part A	Technical specification & Scope of work	11
3 Part B	Schedule of Requirements (SOR)	12
4 Part A	General Instructions to Bidders (GIB).	13-33
4 Part B	INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR USING ONLINE (EPS)	34
4 Part C	E-Tender Instructions to Bidders	35-40
5 Part A	General (Commercial) Conditions of Contract (GCC)	41-48
5 Part B	Special instructions to Bidders.	49-51
6	Undertaking & declaration	52-68
7	Pro forma (s)	69-83
8	Bidder's profile & Questionnaire.	84-85
9 PART A	Bid Form and Mandate Form	86
9 PART B	Price Schedule	87
Check List	Check list	88

Kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

Sd/-

Asst. General Manager (MM)
O/o CGMT, TELANGANA CIRCLE
3rd FLOOR, DOOR SANCHAR BHAVAN,
HYDERABAD-500001

Mail ID: agmmbsnlrtc@gmail.com

SECTION – 1

DETAILED NOTICE INVITING E-TENDER (DNIT)

1. Sealed Tenders are invited through e-tendering process by Chief General Manager, BSNL, Telangana Telecom Circle, Doorsanchar Bhavan, Hyderabad – 500001, for AMC of SMPS Power plants including Control units, Modules, of different makes and capacities of 25A, 50A, 100A & 200A for a period of one year, 2024-25, in Hyderabad BA (including Rural), from experienced and eligible bidders, reputed agencies/Manufacturers/Vendors engaged in the repairs of Power plants & Modules. **The estimated cost of the work under this tender is ₹21,66,968/- (Rupees Twenty-One Lakhs Sixty-Six Thousand Nine hundred and Sixty-Eight only). Excluding GST.**

Tender Enquiry No.	Estimated tender cost (Exclusive of GST)	EMD	Cost of the Tender Document (Inclusive of GST at 18%)	Last Date & Time of Submission of Bid(s)	Date & Time of Opening of Technical Bid(s)
	(In ₹)	(In ₹)	(In ₹)		
<u>TS-CO/MM/Tenders /HTD/SMPS-CFA-AMC/2024-25 dated 28/08/2024</u>	21,66,968	54,175	590	18/09/2024 Up to 1700hrs	19/09/2024 At 1500hrs

2. **Purchase of Tender Document:** Tender document can be obtained by downloading from the BSNL website https://telangana.bsnl.co.in/tenders_active.php or CPPP website <https://www.etenders.gov.in/eprocure/app> only.

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

- 2.1 The bidders downloading the tender document are required to submit the tender document fee of ₹590/- (Including GST) in the form of DD/Banker's Cheque drawn in favor of Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad, from any Nationalized/Scheduled bank payable at "Hyderabad" **OR** through online transfer (IMPS/NEFT/RTGS) to Accounts Officer (Cash), A/c No. 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad – 500001 towards the cost of tender document or MSE/NSIC certificate.
- 2.2 BSNL Telangana Circle, has decided to use process of e-tendering for inviting this tender and thus the **physical copy** of the tender would **not be sold**.

- 3 Period of Contract:** - One year from the date of signing of the agreement and can be extended for a further period of six months, in two spells of *THREE (3) MONTHS* each, if required, on mutual consent, with an additional 25% of approved contract value, with the same agreement and same security deposit, after obtaining approval CGMT, with financial concurrence. No rate revision will be allowed for any reason during the period of contract/extended period.

Note: The list of existing Power Plants, total Modules as on date are mentioned in the document under 7L of Section-7, during the Tender Period, whose quantity may vary by +/- 25%, Pursuant to clause 25.1 of Section-4 part-A

4. Eligibility Criteria:

- 4.1** The bidder should be Indian Company/ Firms /Partnership/ Proprietorship/ Individual is a Power plant Manufacturer (OR) the authorized Dealer of the manufacturer (OR) an experience in repair of Power plants.
- 4.2** The bidder should have successfully executed the work of AMC/Repair of any make of 25amps/ 50amps /100Amps/ 200Amps SMPS power plants in BSNL/MTNL/DOT/Govt. PSU/Government Department or any licensed Telecom Service Provider, worth for ₹5,00,000 (Rs.Five Lakhs) or more per year in any two financial years of the last Five financial years, (i.e., FYs **2019-20,2020-21,2021-22, 2022-23, 2023-24**)
- 4.3** Experience certificate should be issued by the officer not below the rank of AGM or equivalent in the case of BSNL/MTNL/DOT/ Govt. PSU /Govt. Department. In case of licensed telecom service provider, experience certificate should be issued by purchase order/work order issuing authority or above level officers.
- 4.4 Financial Qualification:**
- i. Financial Turnover per year of the bidder during the last three years, ending 31st March of the previous financial year (i.e., 2021-22, 2022-2023, 2023-24), should be at least **30% per year** (thirty percent) of the estimated cost, duly certified by CA.
 - ii. Solvency Certificate for **NOT less than 40%** of the total estimated cost of the tender, from any Nationalized/Scheduled Bank, which shall not be older than three months from the date of NIT.
 - iii. Income Tax returns for the FYs for which Turnover certificate is submitted.
- 4.5** The Bid Document and all other relevant documents submitted should be self-attested by the bidder before uploading to the tender portal.
- 4.6 Repair Centre:** THE FIRM SHOULD HAVE A SERVICE CENTRE AT HYDERABAD and should possess necessary infrastructure to carry out repairs.
- 4.7** The firm/Company should be registered with the appropriate authorities i.e. Nagar Nigam / Shop Registration & Establishment Act / Registrar of firm / Registrar of Companies, as per the latest rules and regulations.
- 4.8** Valid PAN and GSTIN.
- 4.9** The Business Entity must have EPF, ESI as well as GST Registration. Certified copy of these certificates in the name of Proprietor/Firm/Company have to be submitted.

5 Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD in one of the following ways: Demand Draft/ Banker’s Cheque/ NEFT for **₹54,175/-** (Rs Fifty-four Thousand One Hundred and Seventy-five only) drawn in favor of Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad, from any Nationalized/Scheduled bank payable at “Hyderabad” **OR** through online transfer (IMPS/NEFT/RTGS) to Accounts Officer (Cash), A/c No. 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad–500001 (OR) Bank Guarantee from a scheduled bank drawn in favor of “Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad” **payable at Hyderabad**, which should be valid for 180 days from the tender opening date.

All bidders registered with MSE/NSIC are exempted from paying the EMD.

6 Opening of Tender Bids: As per the schedule given below.

Date of opening of the Technical Bid	19/09/2024 at 1500Hrs
Date of opening of the Price Bid	Will be intimated later

Note: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to the 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 Place of opening of Tender bids:

8.1 The Tender Opening Event (TOE) will be in **AGM (MM) Chamber, Room # 309, O/o CGMT, BSNL, Doorsanchar Bhavan, Abids, Hyderabad**. Kindly refer Clause 7 of Section-4 Part C of Tender document for further instructions.

8.2 The authorized representatives of bidders (i.e. vendor organization) can attend the TOE where BSNL’s Tender Opening Officers would be conducting Tender Opening Event (TOE).

8 Tender bids received after due date & time will not be accepted.

9 The offers of the bidder(s) whose online process of bidding (Tender Download, Submit Bid Hash and Re-Encryption process) are incomplete, they will not be considered and will not be available for opening process.

10 CGMT, BSNL Hyderabad reserves the right to accept or reject any or all tender bids without assigning any reason. It is not bound to accept the lowest tender.

11 The bidder shall furnish a declaration under his digital signature that no addition / deletion /corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal **CPPP website** <https://www.etenders.gov.in/eprocure/app> and https://telangana.bsnl.co.in/tenders_active.php

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.

13 Concessions to MSE /NSIC Units:

13.1 Bidders registered with MSE/NSIC (National Small Scale Industries Corporation), Govt. of India may claim exemption from payment of cost of tender document and EMD, provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of Technical bid part, if exemption from tender fee/ EMD is claimed. **These exemptions are not applicable for Medium Scale Units.** Failure to comply this provision shall result in summarily rejection of the bid.

Note1: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note2: All computer generated documents should be duly signed/ attested by the bidder/vendor organization.

Note3: The queries in respect of the tender document, if any, can be submitted through Email, latest by **04/09/2024**. Any query received after this date will not be entertained:

BSNL Contact-1	
Contact Person	Sri N Devachand Naik, AGM (MM)
Telephone	(040) 23203385 [between 1000hrs to 1730hrs] on working days
Email ID	agmmbsnlrtc@gmail.com (OR) agmmmcots@bsnl.co.in
BSNL Contact-2	
Contact Person	Sri G Venkata Rama Krishna, SDE (MM)
Telephone	(+91) 9490129100 [between 1000hrs to 1730hrs] on working days
Email ID	sdembsnlrtc@gmail.com (OR) sdemmcots_htd@bsnl.co.in

SECTION – 2

TENDER INFORMATION

1. 1) Type of tender:

a) No. of Bid Submission Stages for tender – **Single Stage**.

b) No. of Envelopes for submission of Bids – **Two Envelopes**

Note 1: The bidder shall submit Techno-commercial and Financial bids simultaneously.

Note 2: The bids will be evaluated Techno-commercially first and there after Financial bids of Techno-commercially compliant bidders only shall be opened.

c) E-reverse auction – **NO**

2. Bid Validity Period: 150 days from the tender opening date.

3. The tender offer shall contain two electronic envelopes. The first envelope will be named as Techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:-

a) Techno-commercial envelope shall contain:-

- 1. Demand Draft/ Banker's cheque /NEFT for ₹54,175/- (Fifty-four Thousand One Hundred and Seventy-five only) drawn in favor of Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad, from any Nationalized/Scheduled bank payable at "Hyderabad" OR through online transfer (IMPS/NEFT/RTGS) to Accounts Officer (Cash), A/c No. 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad – 500001 OR Valid MSE/NSIC.**
- 2. DD/Banker's Cheque for ₹590/- (Rupees Five Hundred and Ninety only) drawn in favor of Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad from any Nationalized/scheduled bank OR through online transfer (IMPS/NEFT/RTGS) to Accounts Officer (Cash), A/c No. 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad – 500001 towards the cost of tender document OR Valid MSE/ NSIC Certificate.**
- 3. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Section 1 (DNIT).**
- 4. Power of Attorney authorization for executing the Power of attorney in accordance with Clause 14.3 of Section 4 Part A.**
- 5. Clause by clause compliance in accordance with clause 11.1 and 11.2 of Section 4 Part A (Pro forma in Section 6 (D))**
- 6. Bidder's Profile & Questionnaire duly filled & signed as per Section 8**

7. Declaration from all the Directors /Partners of the Bidder firm stating that none of their Near relatives are working in BSNL in accordance with Clause 34 of Section 4 Part A, duly filled & signed (Pro forma in Section 6 (B)).
8. Undertaking & Declaration – understanding the terms & conditions of tender & specs of work along with non-deviation statement (i.e., compliance to all terms and conditions) (Pro forma in Section 6 (A) and Section 6 (O)).
9. Self-attested photocopy of Proof of Registration / Incorporation Certificate / Article of Memorandum / Partnership deed. In case of individual an undertaking is to be submitted (Pro forma in Section 6 (K)).
10. Tender document downloaded, signed in all pages should be uploaded along with the technical bid in the tender portal.
11. Tender/ Bid form - Section 9 Part A.
12. EPF and ESI Proof (Self Attested photocopy).
13. The bidder should submit either a valid license obtained from the Labour Commissioner (OR) an undertaking stating that he/she will comply the Labour Acts in accordance with Central Labour (R&A) Act, 1970 Section 1 clause 4 (b) as amended from time to time. (Pro forma in Section 6 (L)).
14. Self-attested photocopy of **valid** GST Registration Certificate
15. Self-attested photocopy of PAN CARD.
16. Self-declaration stating that the firm/individual not blacklisted/debarred earlier as on date (Pro forma in Section 6 (E)).
17. Certification regarding downloading of tender document from internet as per pro forma Section 6 (M).
18. Declaration of Udyog Aadhaar Memorandum (UAM) number by the vendors on CPPP is mandatory (Pro forma in Section 6 (N)).
19.
 - 19.1 Audited accounts and Turnover certificate for turnover per year of the bidder during the last three years, ending 31st March of the previous financial year (i.e., 2021-22, 2022-2023, 2023-24), should be **at least 30% per year** (thirty percent) of the estimated cost, duly certified by CA.
 - 19.2 Solvency Certificate for **not less than 40%** of the total estimated cost of the tender, from a Nationalized/Scheduled Bank, which shall not be older than three months from the date of NIT.
 - 19.3 Income Tax returns for the FYs for which Turnover certificate is submitted
20. Payment insulation undertaking, (Pro forma in Section 6 (G)).
21. Declaration and details of the Service center as per clause 4, Section 1, Part A (Pro forma in Section 6 (F))
22. Undertaking - Right to Accept or Reject any or all the bids by BSNL, (Pro forma in Section 6 (H)).
23. List of all the directors/partners (Pro forma in Section 6 (J)).
24. Declaration w.r.t. Rule 144 (xi) to GFR 2017. (Pro forma in Section 6 (P)).

25. Any other documents required as per the conditions of tender document
 26. List of qualified experienced personnel, who are working for the bidder, and who will be deployed for work.
 27. Check List duly filled & signed by the authorized signatory (Section 9 Part C).
- b) **Financial envelope** shall contain: Price Schedule as per online price Bid Template/Form/BOQ (Section 9 Part B).
- c) The following documents are required to be submitted offline: Physical copies of the below documents kept in an envelope, should be dropped in tender box provided at O/o AGM (MM), Room No.309, 3rd Floor, Door Sanchar Bhavan, Abids, Hyderabad-500001 in a Sealed Envelope.
The envelope shall bear the tender number, name of work and the phrase: *“Do not open Before due date & time of opening of tender”*.
- a) EMD–Bid security (original copy)/Copy of MSE/NSIC Certificate.
 - b) DD/Banker’s Cheque of Tender schedule fee/Copy of MSE/NSIC Certificate.
 - c) Power of Attorney (If applicable). as per 14.3 of Section 4 Part A
 - d) MSE Registration certificate, if the bidder is claiming concession for Bid cost & Bid security (EMD)

Note 1: All the documents along with Financial Bid need to be uploaded online in the portal CPPP website <https://www.etenders.gov.in/e procure/app>

Note 2: Originals of bank instruments such as DD or EMBG towards Tender fee, EMD/Bid security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5 days if bid submission end date failing which the tender bid (If already opened on basis of scanned copies uploaded in 1st electronic Envelope, i.e., Technical Envelope, shall be rejected.

4. PAYMENT TERMS:

4.1 Payment shall be made at the end of **each quarter**. For claiming the quarterly payments, bidder has to submit the following documents

- (i) Bill/consolidated invoice in triplicate. Invoice should clearly indicate break up details of composite price i.e. **Basic, GST (showing separately as CGST, SGST conforming to the GST Rules.)**
- (ii) **GST** paid (receipt) certificate for earlier quarterly payment made by BSNL. In case , the **GST** paid challan is for many such payments including that of BSNL, a specific certificate on the blank portion below the challan may be given by the contractor with dated signature, certifying that Rs. _____ Towards GST for BSNL with invoice no. _____ date _____ has been included in this consolidated paid challan.
- (iii) Maintenance report, as per pro forma **7(I) of section 7** during the quarter, duly signed

by end user SDE(Intl) and counter signed by AGM(Intl) in-charge of the section.

- 4.2** Bills shall be submitted to CAO(Claim officer), O/o CGMT Door Sanchar Bhavan, Hyderabad and a copy to concerned unit SDE for certify the Service
- 4.3** The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the information for this purpose in the bidders profile & Questionnaire as per **Section-8**.

Note:-

- 1) All statutory taxes as applicable shall be deducted at source before payment.
- 2) Further Details of payment terms in clause 9 of SECTION-5 Part-A.

SECTION – 3 Part A

TECHNICAL SPECIFICATION & SCOPE OF WORK

1. Comprehensive AMC for proper maintenance and **working, of all make (different Spec. Nos of TEC) of 25A, 50A, 100A and 200A SMPS power plants and modules in Hyderabad BA (consisting of Hyderabad & erstwhile RangaReddy Revenue Districts)** including repair of any parts or components and its replacement for proper maintenance and working of power plants during the AMC period. **This also includes repairing of control panels/rack, auxiliary/extension racks, display and alarm panel, AC Mains contactor, AC input MCBs, LVD-Low Voltage Disconnecter circuits, MCM-Master control and monitoring modules, control cards, Amp meters, DC supply meters, AC supply meters (both analog and digital meters), other accessories of the power plant and modules.** The contractor shall fully be responsible for fault free working of the system to the entire satisfaction of BSNL authorities.
2. Repair Centre: THE FIRM SHOULD HAVE A SERVICE CENTRE AT HYDERABAD and should possess necessary infrastructure to carry out repairs.

SECTION – 3 Part B

SCHEDULE OF REQUIREMENTS (SOR)

SMPS POWER PLANT DETAILS IN HYDERABAD BA

S No	GM AREA	No. of Power plants				
		25 Amps	50 Amps	100 Amps	200 Amps	Total
1	PGM Area-I	0	1	22	11	34
2	PGM Area-II	46	5	59	8	118
	Grand total	46	6	81	19	152

Note: The list locations of existing Power Plants, total Modules as on date are mentioned in the document under 7L of section-7, during the tender period whose quantity may vary by +/- 25%, Pursuant to Sec-4 part-A clause 25.1, the Power Plants of any make and type, which are under warranty, may also be covered under AMC on expiry of the warrantee, during the currency of this AMC contract. If any power plant is replaced and not inducted into the network, no AMC amount shall be paid for this power plant till it is put into service. Repair of modules is to be carried out at respective stations. Only in case of major fault, modules are to be taken to the bidder's support center for repair. No handling or transportation charges will be paid.

SCHEDULE OF RATES (Estimated)

S. No	Item Description (Detailed in Technical Specification) PP with modules, control panel/rack, auxiliary ,Extension racks ,Display and Alarm panel , Panel meters , MCM , LVD, AC Mains contactor , AC input MCBs etc.. (Complete power plants)	Quantity as on date	AMC Charges per (power plant) per year inclusive of all levies and Taxes and exclusive of <u>GST</u> in rupees	Total AMC Charges per year inclusive of all levies and Taxes and exclusive of <u>GST</u> in rupees
A	B	C	D	E=C*D
1	25 Amps SMPS Power Plant	46 PPs	5,270	2,42,420
2	50 Amps SMPS Power Plant	6 PPs	5,328	31,968
3	100 Amps SMPS Power Plant	81 PPs	18,314	14,83,434
4	200 Amps SMPS Power Plant	19 PPs	21,534	4,09,146

Total AMC Estimated Charges (Excl. GST) is ₹ 21,66,968/- (Rs. Twenty-one lakh sixty-six thousand nine hundred and sixty-eight only)

SECTION-4 Part-A

GENERAL INSTRUCTIONS TO BIDDER(GIB)

1 DEFINITIONS :

- (a) "BSNL" means the Bharat Sanchar Nigam Limited, A Govt. of India Enterprise.
- (b) **"The Purchaser"** means the CGM, Telangana Telecom Circle, District, on behalf of the BSNL, or any other officer working under the delegated authority of CGM, Telangana Circle.
- (c) **"The Bidder"** means the individual or firm who participates in this e-Tender and submits its bid.
- (d) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods /services under AMC under the contract.
- (e) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply/service to the Purchaser under the contract.
- (f) **"The Advance Purchase Order" (APO) / "The Advance Work Order" (AWO)** means the intention of Purchaser to place the Purchase Order on the bidder.
- (g) **"The Purchase Order" (PO) / "The Work Order" (WO)** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (h) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (i) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this e-Tender is awarded.
- (k) "Hyderabad -BA" means area of operation of PGM Area I, PGM Area II, GM(TM,TP,PLG), GM(EB)&GM(CM).
- (l) **Engineer-in-charge** - The AGM/DE of CM wing, BSNL-HTD who shall supervise and shall be in charge of the work at any time.
- (m) **Site engineer:** - Sub Divisional Engineer or Sub Divisional Officer or Junior Telecom Officer who may be placed by the Engineer-in-charge as in charge of the work at site at any particular period of time

2 ELIGIBILITY CONDITIONS:

2.1 Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT

2.2 Repair Centre: THE FIRM SHOULD HAVE A SERVICE CENTRE AT HYDERABAD and should possess necessary infrastructure to carry out repairs.

3 COST OF BIDDING:

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

4 DOCUMENTS REQUIRED:

- 4.1 The goods required to be supplied/services required under AMC, bidding procedures and contract terms and conditions are prescribed in the Bid Documents.
- 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. The Bids (Technical & financial) needs to be submitted online on portal **CPPP website <https://www.etenders.gov.in/eprocure/app>** However, **the bidder should drop the offline documents physically as mentioned in Section 2 Clause 3 (c).**
- 4.3 Any alterations/modifications in the downloaded copy of the e-Tender document will lead to rejection of Bid, in case it is detected prior to finalization of e-Tender, however, after e-Tender finalization or signing of contract, if any deviation is found or dispute is raised, the terms and conditions as contained in Bid document shall prevail.

5 CLARIFICATION OF BID DOCUMENTS :

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 15 days prior to the date of opening of the Tender.
- 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 The Purchaser 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 Email or through addendum through e-tendering portal 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, the purchaser 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 ensure 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.**
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Bid form and price schedule completed in accordance with **clause 8 & 9.**
- (d) Any other document & credential sought under any sections of this Bid document.

8 BID FORM :

The bidder shall complete the bid form as per **Section-9, Part-A** and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided as per **section-9 Part-A & B**.

9 BID PRICES :

9.1 The bidder shall give the total composite price of all handling, packing, forwarding, freight and insurance, transportation, travelling charges of service personnel, excluding GST, as per the price schedule given in Section-9 Part-B. GST shall be payable as applicable. The offer shall be in Indian Rupees.

9.2 Prices shall be quoted by the bidder as item wise in the Price schedule given in Section 9 part-B (Financial Bid). Prices quoted at any other place shall not be considered. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.3 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

9.4 GST, if any will be paid to the contractor, if claimed by him, subject to production of copy of GST registration certificate and printing of GST registration number on the bills to be claimed in conformity to GST Rules. BSNL reserves the right to seek documentary proof of payment of GST by the contractor any time.

9.5 The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates. No negotiation will be entertained in this matter after opening of bids.

9.6 Any monetary benefit to be passed on to the tenderer as a result of any modification in any Taxes or any other scheme shall not be taken into consideration.

9.7 Any increase in taxes and other statutory duties/ levies after the finalization of the tender shall be to the contractor's account. However, benefit of any decrease in these taxes/ duties shall be passed on to the BSNL, HYDERABAD.

10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the certified copies of the following documents **as applicable** as per terms and conditions of Bid Documents.

10.1 Demand Draft/ Bank Guarente/ Banker's cheque /NEFT for **₹54,175/-** (Fifty-four Thousand One Hundred and Seventy-five only) drawn in favor of Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad, from any Nationalized/Scheduled bank payable at “Hyderabad” **OR** through online transfer (IMPS/NEFT/RTGS) to Accounts Officer (Cash), A/c No.

- 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad – 500001 **OR** Valid MSE/NSIC.
- 10.2 DD/Banker's Cheque for ₹590/- (**Rupees Five Hundred and ninety only**) drawn in favor of Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad from any Nationalized/scheduled bank or through online transfer (IMPS/NEFT/RTGS) to Accounts Officer (Cash), A/c No. 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad – 500001 towards the cost of tender document or MSE/ NSIC Certificate.
 - 10.3 Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4(a) of the Section 1 (DNIT).
 - 10.4 Power of Attorney authorization for executing the Power of attorney in accordance with clause 14.3 of Section 4 Part A.
 - 10.5 Clause by clause compliance in accordance with clause 11.2 of Section 4 Part A (Pro forma in Section 6 (D))
 - 10.6 Bidder's Profile & Questionnaire duly filled & signed as per Section 8
 - 10.7 Declaration from (all the Directors of) the Bidder firm stating that none of their Near relatives are working in BSNL in accordance with Clause 34 of Section 4 Part A, duly filled & signed (Pro forma in Section 6 (B)).
 - 10.8 Undertaking & Declaration – understanding the terms & conditions of tender & specs of work along with non-deviation statement (i.e., compliance to all terms and conditions) (Pro forma in Section 6 (A) and Section 6 (O)).
 - 10.9 Self-attested photocopy of Proof of Registration / Incorporation Certificate / Article of Memorandum / Partnership deed. In case of individual an undertaking is to be submitted (Pro forma in Section 6 (K)).
 - 10.10 Tender document downloaded, signed in all pages should be uploaded along with the technical bid in the tender portal.
 - 10.11 Tender/ Bid form - Section 9 Part A.
 - 10.12 EPF and ESI Proof (Self Attested photocopy)
 - 10.13 The bidder should submit either a valid license obtained from the Labour Commissioner or an undertaking stating that he/she will comply the Labour Acts in accordance with Central Labour (R&A) Act, 1970 Section 1 clause 4 (b) as amended from time to time. (Pro forma in Section 6 (L)).
 - 10.14 Self-attested photocopy of **Valid** GST Registration Certificate
 - 10.15 Self-attested photocopy of PAN CARD.
 - 10.16 Self-declaration stating that the firm/individual not blacklisted/debarred earlier as on date (Pro forma in Section 6 (E)).
 - 10.17 Certification regarding downloading of tender document from internet as per pro forma Section 6 (M).
 - 10.18 Declaration of Udyog Aadhaar Memorandum (UAM) number by the vendors on CPPP is mandatory (Pro forma in Section 6 (N)).

10.19

- (a) Audited accounts **and** Turnover certificate for turnover per year of the bidder during the last three years, ending 31st March of the previous financial year (i.e., 2021-22, 2022-2023, 2023-24), should be at least **30% per year** (thirty percent) of the estimated cost, duly certified by CA.
 - (b) Solvency Certificate for **NOT less than 40%** of the total estimated cost of the tender, from any Nationalized/Scheduled Bank, which shall not be older than three months from the date of NIT.
 - (c) Income Tax returns for the FYs for which Turnover certificate is submitted
- 10.20 Payment insulation undertaking, (Pro forma in Section 6 (G)).
- 10.21 Declaration and details of the Service center as per clause 4, Section 1, Part A (Pro forma in Section 6 (F))
- 10.22 Undertaking - Right to Accept or Reject any or all the bids by BSNL, (Pro forma in Section 6 (H)).
- 10.23 List of all the directors/partners (Pro forma in Section 6 (J)).
- 10.24 Declaration w.r.t. Rule 144 (xi) to GFR 2017. (Pro forma in Section 6 (P))
- 10.25 List of qualified experienced personnel, who are working for the bidder, and who will be deployed for work.

Note: The firm should fulfill/comply with the provisions of EPF and miscellaneous provisions act, 1952 and employees provident fund scheme 1952 by the contractor in respect of the employees engaged by them for performing the works of BSNL. **The protection/safeguards of the labor as per the provisions of labor acts of state/central Governments at work spot is the responsibility of the Contractor.**

Note:

- i. **All documents mentioned above should be authenticated by the authorized signatory of the bid offer.**
- ii. **Submission of all relevant documents, as per the rules /laws in vogue listed under clause 10 above is mandatory and non-compliance may result in rejection of the Bid during evaluation.**

11 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS :

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Document of all goods and services which he proposes to supply under the contract. a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish a **clause-by-clause compliance** on the purchaser's Technical Specifications and Commercial conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exceptions to provisions of the Technical specifications and commercial conditions shall be given by the bidder. A

bid without clause-by-clause compliance of the Scope of Work (Technical Specifications),
SOR (Section-3 Part A, B), General (Commercial) Conditions & Special (Commercial)
Conditions, (Section- 5 Part A, B) shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2 above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive

The statement of deviation is submitted and later on if any condition not conforming to our technical and commercial conditions is found anywhere, such deviation shall not be accepted and failure to perform the contract may result into penal action as per clause 12.7 of Section-4 Part-A or other relevant clauses of contract at the discretion of the e-Tendering authority.

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 Bidders registered with MSE/NSIC (National Small Scale Industries Corporation), Govt. of India for similar items may claim exemption from payment of cost of tender form, EMD. The bidder shall furnish along with the bid a certificate/documentary proof in respect of registration for the items tendered for. Failure to comply this provision shall result in summary rejection of the bid:

12.3(i) The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to **Para 12.7**. (ii) The bid security shall be in the form of Crossed Demand Draft /Bankers Cheque/ Bank guarantee in the format at **section 7 (7A1)** in Rs 100/- non-Judicial stamp paper, valid for 180 days from the tender opening date, from a nationalized bank drawn in favor of AO (CASH),O/o CGMT, Telangana Circle, Hyderabad submitted in the 1st inner envelope , but no interest shall be payable.

12.4A bid not secured in accordance with Para 12.1 and 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder.

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 e-Tender or expiry of the period of the bid validity period prescribed by the purchaser 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 (AWO) satisfactorily in accordance with clause 27 and furnishing the performance security.

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) In the case of successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with clause 28 (or)
 - (ii) to furnish performance security in accordance with Clause 4 SECTION-5 PART-A (or)

- (iii) to refuse to honour his own quoted price for the items. (or)
- c) In both the above cases, i.e. **12.7 (a) & (b)**, the bidder will not be eligible to participate in the e-Tender for same item for two years from the date of e-Tender opening. The bidder will not approach the court against the decision of BSNL in this regard.

13 PERIOD OF VALIDITY OF BIDS:

- 13.1** Bid shall remain valid for **150 days from** the date of opening of bids prescribed by the purchaser. A bid valid for a shorter period shall be rejected by BSNL being non-responsive.
- 13.2** In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under **clause 12** shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. **A bidder accepting the request and granting extension will not be permitted to modify its bid.**
- 13.3 PERIOD OF VALIDITY OF THE CONTRACT:** The contract shall be **valid for a period of one year from the date of issue of work order & the period of contract can be extended on the same terms and conditions by the CGMT, Telangana Circle, Hyderabad for a further period up to six months (ie, in two spells of THREE (3) MONTHS each) if required, on mutual consent of contractor with additional increase in approved contract value, with the same agreement and same security deposit, after obtaining financial concurrence for additional period & additional funds (+) 25 % for entire period of two spells of AMC quarterly charges for each quarter, from CGMT, Telangana Circle.** No rate revision will be allowed for any reason during the period of contract/extended period. **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, using Digital Signature, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2** The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct error 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 signed by the person or persons signing the bid.
- 14.3 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 **EITHER** 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. Copy of Board resolution / authorization shall also be submitted along with **POA**.

- (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) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15. ONLINE SUBMISSION OF BIDS

15.1 The bid should be submitted online. **In online Tendering system there is a single Stage Bidding & Two Envelope System.** The Techno-Commercial and the Financial bids needs to be submitted simultaneously. All the relevant documents need to be uploaded online and the financial bid to be filled in online as per the online form / Template available (BOQ).

15.2 Venue of Tender Opening: Specified in Clause 8 of DNIT (Section 1).

16. SUBMISSION OF BIDS

16.1 Bids must be submitted online by the bidders as per the Key Dates.

16.2 The Purchaser at his discretion may extend the deadline for submission of bids by amending the online Schedule in accordance with clause 6, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offers online only.

17. LATE BIDS:

No bid shall be accepted online by E-Tender Portal bidding process after the specified deadline for submission of bids prescribed by the purchaser.

18. MODIFICATION AND WITHDRAWAL OF BIDS :

18.1 Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

18.2 The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanor.

18.3 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

19. BID OPENING AND EVALUATION

OPENING OF BIDS BY THE BSNL

19.1 The BSNL shall open bids in the presence of the Bidders or their authorized representatives who choose to attend on the due date. Bidder's representative who is present shall sign in an attendance register. Authority letter this effect shall be submitted by the Bidders before they are allowed to participate in the bid opening. (A format is given in **SECTION 7(7B)**).

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

- (i) 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 DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC 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 through CPP Portal.

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.

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) Quantities/prices quoted in the bid
- d) deleted
- e) Taxes & levies

19.4 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, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

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 the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of noncompliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard

21. PRELIMINARY EVALUATION (Technical Bids):

It is a Single Stage bidding- Two stage opening using two electronic Envelopes.

21.1 First the technical bid evaluation will be done. Only those bidders, who qualify in the technical bid evaluation, will only be considering for financial bid opening/e-reverse auction & will be allowed to participate/attend the commercial bid.

21.2 Purchaser 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.

21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the corrections of the errors, his bid shall be rejected and bid security will be forfeited.

21.4 Prior to the detailed evaluation pursuant to **clause 22**, the Purchaser 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 as per clause 2 & 10 of section 4 part-A without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.**

21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder. If required, in such cases, the bidder may be asked to submit necessary clarification & supporting authenticated documents during evaluation.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :

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

22.2 The evaluation and comparison of responsive bids shall be done on **‘Total Value of Financial bid for AMC charges as per the price offered as indicated in Section-9 Part-B excluding GST.**

23. CONTACTING THE PURCHASER:

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

24. PLACEMENT OF ORDER:

The Purchaser shall consider placement of orders for commercial supplies/services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to the provisions of Clause 4 of Section-5 Part-B

25. PURCHASER'S RIGHT TO VARY QUANTITIES :

25.1 This tender is for AMC of SMPS Power Plants and Modules in Hyderabad BA (Hyderabad and erstwhile RR Revenue Dist.). **The list of existing Power Plants, total Modules as on date are mentioned in the document under section-7 (7L), During the tender period whose quantity may vary by +/- 25%. The initial quantity of power plants offered for AMC will be reviewed on a quarterly basis (preferably in the last month of the quarter) by the PGM HYDERABAD BA. In case any of the BSNL Exchanges/Sites are decommissioned/closed, they will be excluded from the quantity under AMC in that quarter. The quantity revised will be applicable from the subsequent quarter, and the AMC shall be applicable for this revised quantity only. The Power Plants of any make and type, which are under warranty, may also be covered under AMC on expiry of the warranty, during the currency of this AMC contract. If any power plant is replaced and not inducted into the network, no AMC amount shall be paid for this power plant till it is put into service. Repair of modules is to be carried out at respective stations. Only in case of major fault modules are to be taken to the bidder's support centre for repair. No handling or transportation charges will be paid.**

25.2 The contract shall be valid for a period of one year from the date of issue of work order & the period of contract can be extended on the same terms and conditions by the CGMT, Telangana circle, Hyderabad for a further period up to six months(i.e., in two spells of THREE (3) MONTHS each) if required, on mutual consent of contractor with additional increase in approved contract value, with the same agreement and same security deposit, after obtaining financial concurrence for additional period & additional funds (+) 25 % for entire period of two spells of AMC quarterly charges for each quarter, from the CGMT, Telangana circle. No rate revision will be allowed for any reason during the period of contract/extended period.

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

The CGM Telangana 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 WORK ORDER :

27.1 The issue of an Advance Work Order shall constitute the intention of the Purchaser to enter into Contract with the bidder.

27.2 The bidder shall within 14 days on issue of the advance work order (AWO), give its acceptance along with performance security in conformity with the pro forma provided within the bid document at **Section -7C**.

27.3 In case of non-acceptance of AWO by the L1 bidder, the EMD will be forfeited and BSNL may offer the contract to other bidders at the L1 quoted rate on discretion of the competent authority.

28. SIGNING OF CONTRACT :

28.1 The issue of work order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to **clause 27**, the Purchaser shall discharge the bid security in pursuant to **clause 12.6**.

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 Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS :

The bidder has to maintain standard quality of services as laid down by BSNL.

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.

31.2 **Clauses 12.1, 12.2 ,12.3(ii) & 13.1 of Section-4 Part-A:** The bids will be rejected at opening stage if Bid security is not submitted as per **Clauses 12.1,12.2 & 12.3(ii)** and bid validity is less than the period prescribed in **Clause 13.1** mentioned above.

31.3 **Clause 4 of section 1Part A, Clause 2 & 10 of Section-4 Part-A:** If the eligibility condition as per **clause 2 of Section-4 Part-A** is not met and/ or documents prescribed to establish the eligibility as per **Clause 10 of Section-4 Part-A** are not enclosed, the bids will be rejected without further evaluation Subject to the provisions under **clause 21 of Section-4 Part-A**.

31.4 **Section-9 Part B Price Schedule:** Prices are not filled in as prescribed in price schedule.

31.5 **Clause 11 of Section 4 Part A,** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

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

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

- a) Does not supply the equipment or workforce in time;
- b) Equipment / work force does not perform satisfactory in the field in accordance with the specifications / scope of work;
- c) Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.

33 PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS :

Purchaser reserves the right to **BLACKLIST / DEBAR** the bidder from participating in future e-Tenders/EOIs/ RFPs of BSNL for a suitable period in case he fails to honour its bid without sufficient grounds.

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 BSNL units*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners.

In case of bidder being Company/Limited Company, the certificate will be given by all the Directors of the company, **but excluding following:**

- a) 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
- b) Full time Directors of PSUs both Central and State.

Due to any breach of these conditions or incorrect declaration by the bidder [Company of firm or any other person], the tender/bid submitted 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.

*Unit, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), the "BSNL unit" is defined as "BSNL as a whole".

34.2 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

(c)The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.2.1 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 the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Note for Tender opening Committee:

- 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.
- The documents/ papers to be submitted in respective bid part have been explicitly stated in clause 7 of Section 4 Part A.
- 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. 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.

37 SAFETY CODE:

37.1All necessary personal safety equipment and accessories as considered adequate by the Purchaser or its nominee should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the contractor(s) should take adequate steps of ensuring proper use of equipment by those concerned.

37.2Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals by the Contractor.

37.3Any other accessories needed for protection during work execution should be arranged by the contractor.

37.4The Contractor(s) shall not employ persons below the age of 18 years for all works involving risk.

37.5To ensure effective enforcement of the Rules and Regulations relating to safety precautions, the arrangements made by the Contractor(s) shall be open to inspection by the Labor Officer or by the Purchaser or by its Nominee or representatives.

37.6Notwithstanding the above clauses there is nothing in these to exempt the Contractor(s) from the operations of any other Act or Rules in force in the Republic of India.

38 LABOUR CONDITIONS :

38.1Successful bidders should have registered themselves with Assistant Labor commissioner (central) as per contract labor (regulation and abolition) Act (Central) 1972 and Contract Labor Rules (Central) 1971 as applicable and submit the copy of the license along with the bid.

38.2The Contractor(s) should keep the list of workers being engaged on the work with their full postal address and specimen signatures. Every day, attendance should be taken by the contractor/ In-charge of the work and no unauthorized persons should be allowed to attend the work.

38.3The Contractor(s) should take all necessary precautions for the safety of the persons and other properties. The workers should be insured under Insurance for any type of compensation in case of any injury to any person.

38.4The contractor will be assigned with the work anywhere in Hyderabad & Secunderabad twin cities and RR district. The contractor will follow the instructions of the designated officer if the designated officer desires to dismiss or remove any person from the site of the work who may be able to deploy sufficient man power for carrying out works.

38.5Provision for shelter and other necessary amenities for the labor engaged by the contractor during the course of tender should be done by the contractor himself.

38.6Engaging child labor (below the age of 18) is strictly prohibited.

39 INSURANCE:

The Contractor(s) shall also take out workmen's compensation insurance as required by Law and undertake to indemnify and keep indemnified BSNL from and against all manner of claims, demands, losses, damages, costs (including the cost between attorney and client) and charges and expenses that may arise in regard to the same or that the Government may suffer or incur with respect to and/or incidental to the same. The Contractor(s) shall have to furnish originals and/or attested copies when called upon by the Purchaser or its nominee of all the insurance policies taken as afore said, within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the Purchaser may require. In no case, the work should be commenced without taking the necessary insurance policies as aforesaid.

Appendix-1 to Section 4 Part A of referred at clause 32

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

<p>(iii) If <i>detection of default after receipt of PG/ SD (DD, BG etc.)</i>.</p>	<p>i) Cancellation of APO /WO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. iv) However on realization of PG/ SD amount, EMD, if not already released shall be returned. v) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</p>
<p>(iv) If <i>detection of default after issue of PO/ WO</i></p>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO/WO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. iv) However on realization of PG/ SD amount, EMD, if not released shall be returned. v) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</p>
<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>	
<p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	
<p>2 If vendor or his representative uses violent/ coercive means viz. Physical /Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p>3 Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder with intime period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>

4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/PG/SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.

6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' (clause 4) or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) For amount already paid by BSNL.	
	(b) For Quantity in excess of that supplied by Vendor to BSNL.	
	(c) For unit rate and/ or amount higher than that approved by BSNL for that purchase.	
Note 5:- The claims may be submitted with or without collusion of BSNL executive/employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.	
	c) Tampers with the billing related data/ invoicing/ account of the Customer/User(s) of BSNL and/ or any other TSP(s).	
	d) Hacks the account of BSNL Customer for Unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) Undertakes any action that affects/ endangers the security of India.	

8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the PO/WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty v) from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.

	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
	The following cases may also be considered for Banning of business:	
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of this tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in this tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

SECTION-4 Part-B

SPECIAL INSTRUCTIONS TO BIDDERS

These 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 Eligibility Conditions

As Specified at Section 1 Part A Clause 4.

2. Bid Security

The Bank guarantee/DD for bid security as prescribed in clauses 12.1 of Section 4 Part A of the bid document should be submitted by the bidder. The bank guarantee so submitted shall be as per the format given in Section 7(A1) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and Email ID

3. Distribution of Quantity

The CGMT, Telangana intends to limit the number of technically and commercially responsive bidders to **1 (one) only** from the list of bidders, the bidder with lowest evaluated price as per Section 9 Part B, for placement of ordering against this tender.

- 4.** The Chief General Manager, BSNL TELANGANA CIRCLE reserves the right to reject any or all the bidders or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest tender and also reserves the right to select one or more contractors.

SECTION-4 Part-C

E-TENDERING INSTRUCTIONS TO BIDDERS

These E-Tendering Instructions to Bidders shall supplement General Instructions to Bidders.

General Instructions to Bidders for Online Bidding: Submission of Online Bids is mandatory for this tender. E-Tendering is a new methodology for conducting public procurement in a transparent and secured manner. Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the Portal (**CPPP website <https://www.etenders.gov.in/eprocure/app>**) through Central Public Procurement Portal.

For participating in this Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

1. Tender bidding Methodology:

Sealed Bid System –‘Single Stage Using Two Electronic Envelopes’, The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- 2.1 Procure a digital Signing certificate (DSC)
- 2.2 Register on Electronic Tendering System® (ETS)
- 2.3 Create users and assign rolls on ETS
- 2.4 View notice inviting Tender (NIT) on ETS
- 2.5 Download Official Copy of Tender Documents from ETS
- 2.6 Clarification to tender documents on ETS
 - i. Query to BSNL (Optional)
 - ii. View response to queries posted by BSNL, as addenda.
- 2.7 Bid submission on ETS
- 2.8 Attend Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
- 2.9 View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL’s Post-TOE queries.
- 2.10 Attend Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

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 (**CPPP website <https://www.etenders.gov.in/eprocure/app>**), vendor needs to register on the portal. 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. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact **CPPP HELP DESK** (as given below), to get your registration accepted/activated, procedure, training, etc.

<u>CPPP HELP DESK</u>	
Telephone No. (24x7)	0120-4001002 0120-4001005 0120-4493395
E-mail ID	support-eproc@nic.in

5 Deleted

6 Method for submission of bid documents

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of signed copy of Tender Documents/Addendum/addenda
- Two envelopes
- Techno-commercial – Part
- Financial Part

5.1 Offline Submission:

The bidder is requested to submit the following documents offline to **AGM (MM) Chamber, Room # 309, O/o CGMT, BSNL, Doorsanchar Bhavan, Abids, Hyderabad** 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).

5.1.1 E.M.D / Bid security in original.

5.1.2 DD/ Bankers cheque against payment of tender fee in original.

5.1.3 Power of attorney in accordance with clause 14.3 of Section-4 Part A.

5.1.4 Letter of authorization for participating in bid.

5.1.5 In case MSE/NSIC bidders, Valid MSE/NSIC certificate to be submitted.

Note 1: The Bidder has to upload the Scanned copy of all above said documents during online Bid submission also. The above-mentioned offline submitted documents will be verified with the uploaded scanned copies.

Note 2: Originals of bank instruments such as DD or EMBG towards Tender fee, EMD/Bid security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5 days if bid submission end date failing which the tender bid (If already

opened on basis of scanned copies uploaded in 1st electronic Envelope, i.e., Technical Envelope, shall be rejected.

5.2 Online Submission: All these documents need to be signed/self-attested by bidder.

Sl. No	Details of the document
Contents of 1st Envelope	
1	Cost of the Bid document in accordance with Clause 2.1 of Section 1 (DD/ Banker's Cheque
2	EMD/Bid Security in accordance with Clause 5 of Section 1 (DD/ Banker's Cheque/ PBG
3	Latest NSIC/MSE Registration, in case of claim for the exemption from payment of EMD/Bid document fee in accordance with Clause 13.1 of Section 1
4	Tender document downloaded, duly filled in and signed along with seal by the tenderer or his authorized representative. (All corrections and over writings must be signed along with seal)
5	Bid Form, duly filled in, as per Section 9 Part A
6	Bidder's profile and Questionnaire duly filled in, as per Section 8
7	Declaration from all Directors, if applicable, of the bidder stating that none of their near relatives are working in BSNL in accordance with Clause 34 of Section 4 Part A.
8	The copy of Experience certificate, issued by the competent authority, as per DNIT's Clause 4 of Section 1.
9	The Registration of Firm: Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. The authenticated copy of registration in case of proprietorship, copy of registered partnership deed in case of partnership firm, copy of registered Memorandum of Association in case of Company, as applicable.
10	"Power of Attorney", if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
11	Authorized Signatory in case of Partnership firm/ Company (as applicable)
12	Valid GST Registration Certificate.
13	Valid EPF & ESI Registration Certificate
14	Photocopy of PAN Card
15	Clause-by-clause compliance in accordance with Clause 11.2 of Section 4 Part A
16	Details for Electronic Fund Transfer
17	Undertaking & Declaration understanding the terms & conditions of tender & specifications of work along with the Non deviation statement (compliance to all terms & conditions) as per Section 6 (A) & Section 6 (O).
18	Valid Labor license / Undertaking as per Section 6 (L)
19	Self-declaration regarding non blacklisting as per Section 6 (E)
20	Certificate regarding downloading tender doc. from the internet, as per Section 6 (M).
21	Declaration of UAM in CPPP, as per Section 6 (N).
22	Audited accounts and Turnover certificate, as per Clause 4 Section 1
23	Solvency Certificate, as per Clause 4 Section 1
24	IT Returns, as per Clause 4 section 1
25	Letter of authorization for attending bid opening, if applicable

26	Payment Insulation Undertaking (as per Section 6 (G))
27	Declaration and details of the Service center as per clause 4, Section 1, Part A (Pro forma in Section 6 (F))
28	Undertaking - Right to Accept / Reject any or all the bids (as per Section 6 (H))
29	List of all Directors / Partners (as per Section 6 (J))
30	Declaration w.r.t. Rule 144 (xi) to GFR 2017. (Pro forma in Section 6 (P))
31	List of qualified experienced personnel, who are working for the bidder, and who will be deployed for work
Contents of 2nd Envelope	
32	Rates quoted in the Financial bid- Price Schedule (BOQ) (Section-9)

5.2.1 If some document is not applicable for the bidder, then he has to upload scanned copy of paper mentioning ‘the document <name> called vide clause is not applicable on us.

5.2.2 All the online documents to be submitted in pdf file.

5.2.3 Deleted

5.2.4 Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

5.2.5 Utmost care may be taken to name the files / documents to be uploaded on CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File Name	Allowed or not	Reason for allowed / not allowed
QA Certificate	Not allowed	Space in between words /characters
QA Certificate(I)	Not allowed	Special characters not allowed.
QA_Certificate	Allowed	Under Score allowed between words /characters.
QACertificate	Allowed	Upper & Lower case allowed

5.2.6 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

5.2.7 The names and total size of each document (Preferable below 50MB) may be checked before uploading.

6 Special Note on Security of Bids: Security related functionality has been rigorously implemented in ETS 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.

7 Online Tender Opening Event (TOE):

7.1 CPPP offers a unique facility for ‘Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Tender Opening Event (TOE). Every legal requirement for a transparent and secure ‘Online Tender Opening Event (TOE)’ has been implemented on CPPP.

- 7.2 The bids will be opened in 2 stages i.e. (i) **Techno-commercial bid** & (ii) **Financial bid**. The techno-commercial bid shall be opened on the date of Tender opening given in DNIT. **The financial bid will not be opened on the date of opening of techno-commercial bids.**
- 7.3 As soon as a Bid is decrypted by the TOC, the documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
- 7.4 There after the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority. Techno-commercially qualified bidders will be informed through CPPP for financial bid opening schedule and the details of Techno-commercially qualified bidders will be uploaded on the website <https://www.etenders.gov.in/eprocure/app>.
- 7.5. The financial bids of those bidders who are approved to be techno-commercially qualified by the competent authority will be opened by TOC online as per procedure of the e-Tender portal.
- 8 The following information should be read out at the time of Techno-commercial bid opening:
- 8.1 Name of the Bidder
 - 8.2 Name of the item
 - 8.3 EMD amount & validity and acceptability.
 - 8.4 Information in respect of eligibility of the bidder
 - 8.5 Details of bid modification/ withdrawal, if applicable.
- 9 The following information should be read out at the time of Financial bid opening:-
- 9.1 Name of the Bidder, Name of the item
 - 9.2 Quantities /prices quoted in the bid
 - 9.3 Discount if offered
 - 9.4 GST & levies.
- 10 **Price Schedule / BOQ (Bill of Quantity):**
Utmost care may kindly be taken to upload Price Schedule / BOQ (Section-9). Any change in the format of Price Schedule /BOQ file shall render it unfit for bidding. Following steps may be followed:
- 10.1 Download Price Schedule /BOQ in XLS format.
 - 10.2 Fill rates in downloaded Price Schedule/BOQ as specified in XLS format only.
 - 10.3 BOQ file is password protected XLS file. Do not unprotect the file. Price has to be filled in the same file and has to be uploaded.
 - 10.4 Save filled copy of downloaded price schedule/BOQ file in your computer and remember its Name & location for uploading correct file (duly filled in), when required.
- 11 **Other Instructions:** For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in/eprocure/app>), and go to 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 of e-procurement portal (CPPP), 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:

- 11.1** Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first Tender submission dead line on CPPP.
- 11.2** Register your organization on CPPP well in advance of your first Tender submission dead line on CPPP.
- 11.3** Get your organization's concerned executives trained on CPPP well in advance of your first TENDER submission dead line on CPPP.
- 11.4** Submit your bids well in advance of Tender submission deadline on CPPP as there could be last minute problems due to internet timeout, break down, etc. While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.
- 11.5** BSNL shall not be responsible any problem arising out of internet connectivity issues.

12 Minimum requirements of Bidders end.

- 12.1** Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 12.2** Broadband connectivity.
- 12.3** Microsoft Internet Explorer 6.0 or above
- 12.4** Digital Certificate(s) for users.

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 (**AMC of power plants and modules**)

2 STANDARDS:

The Services performed under this contract shall conform to the standards prescribed in the Work Specifications mentioned in **Section-3 Part-A** & any other conditions, as specified by BSNL from time to time.

3 PATENT RIGHTS:

The supplier shall indemnify **CGMT, Telangana Circle, Hyderabad** 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 contractors **including MSEs who are registered with the 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 within **14 days** from the date of issue of Advance Work Order (AWO), as the case may be, 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 Bank Guarantee issued by a Nationalized bank/scheduled Bank and in the pro forma provided at **7(A2) in Section-7** of this Bid Document valid for period of 1year and 6months, from the date of signing of the contract, and shall be extended /renewed if contract period is extended/ renewed.

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 In case EMD is in the form of DD/Banker's Cheque & contractor wants to submit Performance Security in the form of DD/ Banker's Cheque; the Performance Security amount may be adjusted by appropriating the EMD amount & balance if any, shall be paid by DD/Bankers Cheque within **14 days** from the date of issue of AWO. If the **2.5% of EMD amount** converted as **SD the balance of 7.5%** to be submitted through Bank Guarantee valid for a period of 1½ Years. However no interest on Performance Security amount shall be payable by BSNL.

NOTE: The Bank Guarantee towards PERFORMANCE SECURITY as stipulated in Clause-4 of Section -5 Part-A shall be furnished (in the format indicated at (7 A2) in Section

-7) duly issued by a Nationalized bank/Scheduled Bank, in favour of the Purchaser, on prescribed Non-Judicial Paper with stamp of proper value and should contain full address of the issuing branch of the Bank and its regional/controlling office with code numbers, official seal with designation/ signature , Telephone Number/Fax number.

5 AGREEMENT

- a) Submission of tender offer in response to this NIT will be deemed to be the acceptance by the bidder of all terms and conditions of the tender document.
- b) **Period of Contract:-** Generally **One Year** from the date of signing of agreement. **The period of contract can be extended on the same terms and conditions by the CGMT, Telangana Circle for a further period up to six months (i.e., in two spells of **THREE (3) MONTHS each**) if required, on mutual consent of contractor with additional increase in approved contract value, with the same agreement and same security deposit, after obtaining financial concurrence for additional period& additional funds of AMC quarterly charges for each quarter, from CGMT, Telangana Circle. No rate revision will be allowed for any reason during the period of contract/extended period.**

6

- 6.1 The successful contractor will be responsible for AMC of the P/P rack, control unit etc. of power plant. The responsibility of contractor will be, to keep power plant working including the modules. RNP (Repair Not Possible) will normally be done if the module is physically damaged, mother boards are completely burnt, etc., after thorough verification and certification of Technical committee.
The RNP (Repair not Possible) declared by the vendor should not be more than 2% of the total faults during the contract period. The obsolescence of components shall not be taken as an excuse for declaring faulty equipment as RNP (Repair Not Possible).
- 6.2 Before AMC the power plant to be brought under AMC, will be jointly inspected by Officer nominated by Area Managers concerned, Hyderabad and representative of the contractor. List of Power plants to be taken under AMC is in **section-7 (7L)**. During the inspection the following information will be collected and kept at concerned Area PGM/GM office Hyderabad, with one copy to concerned AGM. The modules which are in proper working condition will be taken in AMC. The Power Modules taken into AMC are enclosed in Annexure. The following details may be noted.
 - (a) Configuration/ Make of power plant.
 - (b) Serial No. of power plant modules.
 - (c) Jointly signed AMC sticker may be pasted on the power plant.
 - (d) Any other details as prescribed by AGM in-charge
- 6.3 **Each module and power plant must be attended once in every three months even though it is in working condition.**
- 6.4 (i) **Transportation:** The contractor will be responsible for safe transportation of faulty modules from BSNL sites to repairing center and repaired Modules to the respective sites at his own cost and risk. In case missing of modules either contractor shall replace it with

new module of same make or 1.5 times cost of new modules will be recovered from the contractor's dues.

(ii) **RNP Declaration: The obsolescence of components and acute shortage of parts shall not be taken as an excuse for not repairing or delay in repairing.** The Components used for repairing of P/P should be standard make and **cannibalization** of parts is strictly prohibited and leads to violation of tender terms and condition. The modules found RNP (Repair Not Possible) by the contractor would be brought to the place specified by the Concern AGM, where a Technical Committee would examine each case before arriving at RNP status. The decision for RNP will be taken by concerned AGM. No transportation charges would be paid for it. The committee would be constituted by the concerned area PGM/GM Hyderabad. The concerned area PGM/GM Hyderabad concerned will take a final decision on the findings/report of the committee. The Committee should consist of AGM (NWP CFA) O/o PGM, HTD as a member.

The RNP (Repair not Possible) declared by the vendor should not be more than 2% of the total faults during the contract period. The obsolescence of components shall not be taken as an excuse for declaring faulty equipment as RNP (Repair Not Possible).

6.5 If the Power plant is disconnected or brought to service after taking in to AMC by contractor, the charges will be paid for only the duration they are in service.

6.6 SPARES: The Contractor should utilize only standard spares for replacement of faulty components.

7 Response time & Warranty:

7.1 Complaint shall be reported to contractor by the concerned AGM/SDE/SDO/JTO and the contractor will give a unique docket number. The faulty Power Plant / Module etc will be attended by contractor where the power plants are installed within 24 Hrs. from reporting of the fault by means of telephone/written/email. BSNL will not be responsible for any theft or loss of the card or components during their transit, if taken for repair at bidder's work shop. No transportation charges to and fro will be paid by BSNL. The concerned Site In-Charge will maintain a log book for recording details of faults and visit of the contractor for general servicing and AMC. **The Power Plant/Module once attended will be under warranty for a period of 3 months.**

7.2 The contractor will place two full time resident engineers at Hyderabad Headquarters for routine maintenance of Power Plant/modules for which charges will be paid by the contractor. The engineer must obtain the identity slip from concerned O/o GM CFA HTD depending on location and must produce before entering the BSNL Premises and display it on demand to the security person on duty.

7.3 The annual maintenance contract will come into force from the date of signing of agreement.

7.4 The contractor will arrange his own transportation means for visiting faulty Power Plant/Module. BSNL shall in no case be responsible for any loss of person or vehicle or material during execution of contract at BSNL site or on transit.

7.5 No rate revision will be allowed for any reason during the period of contract/extended

period. Any dispute during the period of agreement will be referred to Arbitrator appointed by CGMT, Telangana Telecom Circle, Hyderabad.

7.6 The rates quoted for AMC of SMPS type Power Plants and Modules are inclusive of components (i.e. Spares supply), repair charges and all other incidental charges and BSNL will not pay any amount on these accounts except GST. The service charges will be paid to the contractor as per actual. He should print the GST registration number and PAN number on the bills to be claimed by him.

8 PENALTY: -

8.1 If the P/P module is not repaired within 24 Hrs. from reporting of the fault by means of telephone/written/email, a Penalty @ Rs.500/- Per SMPS power plant per day or Rs.50/- per modules per day whichever the case may be, will be imposed up to maximum 7 days. Beyond this period Penalty @ Rs.1000/per SMPS power plant per day, @ Rs.100/- Per module per day will be imposed from the First day of fault, to the clearance of fault (Total days of fault). **In case the contractor does not rectify the fault condition within a month BSNL shall have the liberty to get the SMPS PP/Module repaired through any other agency even at higher rates and the extra cost shall be adjusted from the running bills/perform Security deposit of the contractor.** If such an event happens more than three times in rural area and two times in urban area during currency of the contract, BSNL shall have the liberty to initiate the case for terminating the contract by giving one month notice to the contractor. In case the contractor does not respond favorably and to the full satisfaction of BSNL then his contract is liable to be terminated after the lapse of one month from the date of issue of such notice and the performance security of the contractor shall be forfeited.

8.2 Failure to make **one preventive visit in each (3) three months at each SMPS PP site**(If no fault reported during 3 Months) to carry-out preventive maintenance and check the system thoroughly, **a penalty of Rs.500/ will be imposed for each SMPS PP site.**

8.3 However in particular case if the GM (CFA) concerned, HTD is satisfied based on the facts and circumstances of the case, and also based upon any written representation that the contractor may make in this regard the delay in the progress of work was due to reasons beyond the control of the contractor, the concerned PGM/GM reserve the right to waive off the penalty.

8.4 The penalty amount will be deducted from the bill or from security deposit whichever suits the situation.

8.5 Breakdown period will include Saturday, Sunday and Holidays also.

8.6 In case of repeated incidents of delays or failure to repair, the PBG may be forfeited along with blacklisting of the bidder

9 PAYMENT TERMS:

9.1 The payments shall be made by CAO (Claim Office), BSNL, O/o CGMT, Hyderabad after Submission of bills from the Contractor, certified by concerned officer For the SERVICES Executed. Payment shall be made at the end of each quarter. For claiming the quarterly payments, bidder has to submit the following documents:

- (i) Bill/consolidated invoice in triplicate. **Invoice should clearly indicate the break up details of composite price, i.e., Basic, GST (showing separately as CGST, SGST conforming to the GST Rules).**
- (ii) Maintenance reports (*as per pro forma (71) of Section-7*) during the quarter duly signed by end user SDE (Intl) & countersigned AGM (Intl) in charge of the Section.
- (iii) **GST Paid (Receipt) certificate** for earlier Quarterly payment made by

BSNL. In case, the **GST** paid challan is for many such payments including that of BSNL, a specific certificate on the blank portion below the challan may be given by the contractor with dated signature, certifying that Rs. _____ towards **GST** for BSNL with Invoice No. _____ Date _____, has been included in this consolidated paid challan.

- 9.2 The contractor will submit AMC bills quarterly basis after the expiry of each quarter to the concerned SDE, in duplicate **duly signed by Site In-charge/JTO**, pre receipted for payment (**conforming to the GST Rules.**) The Bills must be signed by SDE & counter signed by AGM concerned. The contractor shall submit bills within a week of the expiry of quarter along with various endorsements received by him and visit slip verified by SDE concerned. The Purchase Request has to be raised by the field units and approved PR to be submitted to CENTRALISED MM CELL through MM CELL HTD in order to generate PO by MM CELL Circle office and accordingly SES will be generated. Basing on SES, the duly signed bills will be submitted to the CAO (Claim officer), O/o CGMT Door Sanchar Bhavan HYDERABAD for the processing bills pertaining to the respective units, the bills shall be paid to the contractor on quarterly basis after the expiry of each quarter, within 3 months from the date of submission of the bill.
 - 9.3 For the faulty Modules, mother board & control cards etc. of Power Plant mentioned in the document, which may vary by +/- 25 %, and decided as per the **clause 6.2** are to be attended as per the **clause 6.1**.
 - 9.4 The contractor & BA will maintain all the records/detail of p/p & modules under AMC. The serial No. of the faulty & repaired power plant & module, Date of fault/ Date of Complaint/ Date of rectification. The record should be maintained in soft copy also and to be submitted and verified along with the bills.
 - 9.5 All the taxes of State Govt. /Central Govt. and taxes of any other agency except GST (as applicable which shall be paid extra by BSNL) as per GST rules in vogue will be borne by the contractor himself. The department shall deduct all the taxes as applicable from each running bill of the contractor.
 - 9.6 The contractor should submit the GST and EPF paid challans after the payment of every quarter bills. **The certificates regarding AMC performance report will be sent by all site in-charge through proper channel to concerned AGMs in the 1st week of every month for verification of bills.**
- The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the information for this purpose in the bidders profile & Questionnaire as per Section-8.
- 9.7 The payment of bills will be processed at CAO (Claim officer), O/o CGMT Door Sanchar Bhavan HYDERABAD. Online payment will be made to the account of the

contractor.

10 PRICES

In case of reduction of taxes and other statutory duties during the contract period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.

11 CHANGES IN PURCHASE ORDERS :

11.1The purchaser may, at any time, by a written order given to a contractor, make changes within the general scope of the contract, if any services to be provided by the Contractor changes.

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

12 APPLICABILITY OF LAWS

The agreement shall be governed by the Indian laws for the time being in force and the court at Hyderabad will have jurisdiction to entertain any dispute(s) or clause(s) arising out of such dispute(s).

13 SUB CONTRACTS:

The work should not be sub contracted. Any such sub-contracting if found the award of such tender would be cancelled without any notice.

14 FORCE MAJEURE:

The performance under this agreement shall be subject to force majeure situations and circumstances, which are beyond the reasonable control of the contractor and BSNL. The decision of CGMT, Telangana Circle, Hyderabad, whether or not there is any such situation shall be final and conclusive. 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, 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 such claim for damages against the other in respect of such non-performance or delay in performance, and services 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 services have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under

this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

15 TERMINATION FOR DEFAULT:

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

- a) If the contractor fails to perform any other obligation(s) under the contract; and
- b) If the contractor does not remedy his failure with in a period of 15 days (or such longer period as the PGM (HTD) may authorize in writing) after receipt of the default notice from PGM (HTD).
- c) **In case the contractor does not rectify the fault condition within a month BSNL shall have the liberty to get the SMPS PP/Module repaired through any other agency even at higher rates and the extra cost shall be adjusted from the running bills/perform Security deposit of the contractor.** If such an event happens more than three times in rural area and two times in urban area during currency of the contract, BSNL shall have the liberty to initiate the case for terminating the contract by giving one month notice to the contractor.

16 TERMINATION FOR INSOLVENCY :

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier, If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CGMT, Telangana Circle, Hyderabad.

17 ARBITRATION

17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement),the same shall be referred to the sole arbitration of the CGMT, Telangana Circle, Hyderabad or incase his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition of his own duties or otherwise) with the functions of the CGMT, Telangana Circle, Hyderabad or by whatever designation such an officer may be called(hereinafter referred to as the said officer),and if the CGMT, Telangana Circle, Hyderabad or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, Telangana Circle, Hyderabad

or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, Telangana Circle, Hyderabad or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

17.3 The venue of the arbitration proceeding shall be the office of the CGMT, Telangana Circle, Hyderabad or such other places as the arbitrator may decide.

18 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.

SECTION-5 PART-B

SPECIAL INSTRUCTIONS TO BIDDERS

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section 4 part A & "General (Commercial) Conditions of the Contract" as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 4 Part A and Section 5 Part A.
2.
 - (i) The bankers cheque, the bank Demand Draft or BG in the format at section 7 in Rs 100/- non-Judicial stamp paper, valid for 180 days from the tender opening date, from a nationalized bank drawn in favor of AO (CASH), O/o CGMT, Telangana Circle, Hyderabad BA i.e., Off-line submission for bid security as prescribed in **clauses 12(1) & 12(2) of section 4 part A** shall be submitted along with the technical bid.
 - (ii) In case where the document of bid security is not submitted in the manner prescribed in the – tender module, containing the commercial, technical and financial offers **SHALL NOT BE ACCEPTED AND THE BID SHALL BE REJECTED**
3. The date fixed for opening of the bids is, if subsequently declared as holiday as government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time venue remaining unaltered.
4. The CGMT, Telangana Circle, Hyderabad intends to limit the number of technically and commercially responsive bidders to **1 (one) only** from the list of bidders, the bidder with lowest evaluated price as per Section 9 Part B, for placement of ordering against this tender.
5. The bidder should have successfully executed the work of AMC/Repair of any make of 25amps/ 50amps /100Amps/ 200Amps SMPS power plants in BSNL/MTNL/DOT/Govt. PSU/Government Department or any licensed Telecom Service Provider, worth for ₹5,00,000 (Rs. Five Lakhs) or more per year in any two financial years of the last Five financial years, (i.e., FYs **2019-20, 2020-21, 2021-22, 2022-23, 2023-24**). Experience certificate should be issued by the officer not below the rank of AGM or equivalent in the case of BSNL/MTNL/DOT/ Govt. PSU /Govt. Department. In case of license service provider, experience certificate should be issued by purchase order/work order issuing authority or above level officers.
6. **The evaluation and comparison of responsive bids shall be done on 'Total Value of Financial bid for AMC charges as per the price offered as indicated in Section-9 Part-B.**
7. Any attempt or negotiation direct or in direct on the part of the tenderer with the authority to whom he has submitted the tenderer with the authority who is competent of in all accept the tender or to influence by any means will attract the rejection of the tender

8. The rates quoted with any provisional clause or rider will be liable for rejection of the tender.
9. The CGMT, Telangana Circle, Hyderabad **may reject any or all of the tenders without assigning any reasons and the decision of the CGMT, Telangana Circle, Hyderabad shall be final and binding. The CGMT, Telangana Circle, Hyderabad, also reserves the right for "Short Closure of Tender ", if necessary, without assigning any reasons and the decision of the CGMT, Telangana Circle, Hyderabad shall be final and binding in this regard.**
10. The successful tenderer should pay 10% of the Contractual Value towards the security deposit either in the form of cash or bank guarantee valid for a period of one and half year(1½ year)within 14(Fourteen) days from the date of directing him to pay the security deposit. If the 2.5% of EMD amount converted as SD the balance of 7.5% to be submitted through Bank Guarantee valid for a period of 1½ Years. The security deposit will not earn any interest and will be refunded only after successful completion of the contract period. Failure on the part of the successful tenderer to pay the security deposit within the prescribed time will attract forfeiture of the EMD (Bid security). The Security deposit of any other tender cannot be adjusted against this tender. The performance security will be discharged after completion of tenderers performance obligations including any warranty obligations under the contract.
11. Any sum due or becomes due by the department can be adjusted against the security deposit.
12. Failure on the part of the approved tenderers hereinafter called the contractors to carry out work as per the specifications/terms and conditions of the contract will attract the forfeiture of the security deposit.
13. Complaint shall be reported to contractor by the concerned AGM/SDE/SDO/JTO and the contractor will give a unique docket number. The faulty Power Plant / Module etc will be attended by contractor where the power plants are installed within 24 Hrs. from reporting of the fault by means of telephone/written/email. In case of failure to respond penalties will be imposed as per **clause 8 of section 5 Part A.**
In case of repeated incidents of delays or failure to repair , the PBG may be forfeited along with blacklisting of the bidder.
14. The contractor shall start rendering service to BSNL, Hyderabad Telephone District within 15 days from the date on which the AWO is issued. Failure to commence operation within that date will result in forfeiture of the security deposit.
15. The CGMT, Telangana Circle, Hyderabad reserves the right counter offer price against the price quoted by any bidder.
16. Any clarification issued by CGMT, Telangana Circle, Hyderabad in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

17. Vendors shall write “complied” against each item and clause in the compliance statement. Any other word like noted, agreed, understood etc., would be treated as not complied.

18. Evaluation criteria:

18.1The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 21 of section 4 Part A.**

18.2The evaluation and comparison of responsive bids shall be done on **“Total Value of Financial bid for AMC charges as per the price offered as indicated in Section-9 Part-B**

19 Letter of intent shall be issued to successful bidders after evaluation of the tender. The firm order will be issued after successful bidder deposits security deposit within the stipulated period and also on submission of the requisite agreement. The contractor shall start rendering service within 15 days from the receipt of AWO.

20 *The payment of bills will be processed after the verification and approval of concern GM areas, they will be processed at concerned AO (Works)/CAO (F) sent to CSC(Central Settlement Cell) for on-line payment .Online payment will be made to the account of the contractor from CSC.*

SECTION 6

UNDERTAKING & DECLARATION

6 (A) – For understanding the terms & condition of Tender & Specification of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work 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/ SD 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 offer are correct.
2. 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 LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.3 of Section-4 Part-A 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 any BSNL unit as defined in the clause in the Tender Enquiry, on Near relationship.*

OR

* Following are the details of near relatives working with the BSNL.

S. No.	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

*Strike off whichever is not applicable.

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. This certificate should be given by all the directors/partners in case of Company/Partnership firm.

Signature of the Proprietor/ Partners/ Directors of the tenderer entity

with date & Seal

6 (C) – MANDATE FORM

(Authorization letter for payment of supplier's contractors bills through E-payment Scheme).

Name of the Company/Firm	
Address :	
Particulars of Bank Account	
Name of the Bank	
Branch Name	
Type of Account (SB Account/Current/Account)	
Name of the Account Holder	
Account Number as appearing On the Cheque Book/Pass Book	
Branch Code/IFSC CODE	
Address	
Telephone No of the Branch	
Whether SEFT system (Yes/No)	
Whether RTGS enabled branch (Yes/No)	
If RTGS enabled, give IFSC Code	
9-digit code number of the bank and Branch	
As appearing on the MICR Cheque issued by The Bank	
Vender Code No. in BSNL	
Date of Effect:	

Abbreviation/Acronym used above are as under:

1. *SEFT – Special Electronic Funds Transfer*
2. *RTGS – Real Time Gross settlement*
3. *MICR – Magnetic Ink Character Recognition.*

I/We hereby, express my willingness to receive payment of bill through Electronic Fund Transfer Scheme. I/We do authorize **Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad** to arrange to credit the payment of my bills through Electronics Payment System to my account numbers as given above. I am ready to bear any charges levied by any bank in this regard.

I/We hereby undertake that till a change is requested by me/us the payment shall continue to be made in the aforementioned account.

I/We do hereby declare that the particulars given above are correct and complete to the best of my/our knowledge. If the transaction is delayed or not effected at all for incomplete information, I would not hold BSNL as responsible. Any dispute, if raised will be subject to Hyderabad jurisdiction.

Date:

Name and Signature of the Authorized Signatory with Seal.

Encl.: Please attach a self-attested photo copy of Cheque or a cancelled cheque.

(Verification to be done by the Bank of Vendor)

Certified that the particulars furnished above are correct as per our records.

Date:

Bank Seal

Name and Signature of the Authorized Officer (from the bank)

6 (D) – CLAUSE BY CLAUSE COMPLIANCE

Sl.	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of “General Commercial Conditions “of Section-5 Part-A	All clauses of this section are complied
2	All clauses of “Special Commercial Condition of Contract” of Section-5 Part-B	All clauses of this section are complied
3	All clauses of Scope of Work, Schedule of Operation, SOR (Section-3)	All clauses of this section are complied
4	All clauses of “General Instruction to Bidders” of Section-4 Part-A	All clauses of this section are complied
5	All clauses of “Special Instruction to Bidders” of Section-4 Part-B	All clauses of this section are complied
6	All clauses of “E-tendering Instruction to Bidders” of Section-4 Part-C	All clauses of this section are complied

- The bidder should mention ‘FULLY COMPLIED’ in the column ‘C’ above, otherwise a statement of deviation may be submitted as per clause 31.1(c) of Section 4 Part A.
- The column “C” if left blank and the bidder sign this page of the document will be treated as full compliance.
- Any wrong/ambiguous statement in the compliance statement may lead to rejection of the Tender

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (E) – NO Debar/blacklisted

“Declaration-regarding firm not debar/blacklisted in any unit of BSNL”

I/We hereby declare that my/our firm has/have not been declare debar for taking part in tender anywhere in the unit of BHARAT SANCHAR NIGAM LIMITED.

I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract(s) and also forfeiting of my/our security deposit held by CGMT BSNL

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (F) – Declaration having a Service Center in Hyderabad

“Declaration Regarding having a Service Center in Hyderabad

“I/we hereby certify that we have a Service center in Hyderabad with necessary infrastructure to carry out repairs, in the address given below. 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”

The Address of the Service center:

House No: _____

Building Name: _____

Location: _____

Area: _____

City: _____

Pin: _____

Date:

Place:

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (G) – PAYMENT INSULATION UNDERTAKING

I/We hereby undertake that I/We have sufficient capital resources to carry out operations and will make due payment to our firms' labor/employees assigned to execution of the tender of BSNL Telangana Circle, Hyderabad Telecom District, as per laws, every month insulating it from payments from BSNL. I/We also under take to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (H) – RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS

The Chief General Manager Telecom, BSNL reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one months' notice in writing without assigning any reason.

Tender can be short closed before due time by BSNL due to any technology change/administrative or business reason/umbrella contract finalized and implemented by higher authority or office without any kind of claim by contractor.

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

Section 6 (I) – VENDOR MASTER FORM

(to be filled if Vendor is not an existing in BSNL)



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. (for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note: 1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
3. If Bank Particulars are not provided, the payment will be made by Cheque only.
4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

6 (J) – List of All Directors/Partners

1. Name of Company/Firm.....

2. Type of Company

S.No	Type of Company/ Firm	Tick whichever is applicable
1	Sole	
2	Proprietor	
3	Partnership	
4	LtdCompany	
5	Other	

3. List of director/Partners

S.No	Name of the Director/Partner	Father's/ Husband's Name	Mobile No	Address	DIN

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (K) – Pro forma regarding certificate to be given by Individuals.

I, Mr. /Mrs. /Ms. /M/s. _____ S/H/D/W/P/ of _____ hereby declare that I am an individual proprietary concern and do not have any proof of registration as firm/partnership deed. Further I declare that I have registered for GST, EPF, ESI and Labour license as individual only.

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (L) - LABOUR UNDERTAKING

I/We, _____ (Name of the Signatory) representing (Firm Name) in the capacity of _____ (Authorized Signatory/ Partner/ Managing Director Etc.). The contractor (Successful Bidder) with Bharat Sanchar Nigam Limited (BSNL), Telangana Telecom Circle carryout _____ (Nature of work) here by undertake to comply with the following Labour Acts as amended from time to time.

1. Contract Labor (Regulation & Abolition) Act, 1970.
2. Employee Provident Fund & Miscellaneous Provision Act, 1952.
3. Employee State Insurance Act, 1948.
4. The Building and other Construction worker’s welfare cess act, 1996.
5. All the provisions of Minimum Wages Act1948, Contract Labor (R&A) Act and rules framed and other labor laws affecting man power that may be brought into force from time to time.

I hereby further undertake that the Principal Employer, i.e. CGMT BSNL, will not be held responsible for the violation/omissions occurred with regard to the above mentioned Acts during carrying out the works as mentioned above.

Place: Hyderabad

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (M) – CERTIFICATE REGARDING DOWNLOADING

“I/We _____ authorized signatory hereby declare that the tender document submitted has been downloaded from the website https://telangana.bsnl.co.in/tenders_active.php or <https://www.etenders.gov.in/e procure/app> and no additions / deletions /corrections have been made in the *proforma* downloaded. Further if any modification(s) in the tender schedule is/are noticed the bid may be rejected irrespective of whether the tender is under evaluation or in awarding stage or awarded or at any other stage, as per the decision of the CGMT Telangana Circle. The decision of the CGMT Telangana Circle is final and binding on both sides. The EMD and/or SD paid by me can be forfeited. I also declare that I have enclosed a DD/Banker’s Cheque/ for **Rs.590/- (Rupees Five hundred and ninety only)** drawn in favor of Accounts Officer (Cash), BSNL, O/o CGMT, Hyderabad, from any Nationalized/Scheduled bank or through online transfer (IMPS/NEFT/RTGS) to Accounts Officer(Cash), A/c No. 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad – 500001 towards the cost of tender document. (Name of the bank) towards the cost of tender document with this bid.”

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (N) – DECLARATION BY MSE BIDDER

I/We hereby declare that UAM has been updated in the CPP Portal. MSE certificate updated / submitted by us is authentic & valid as on bid closing date of this tender.

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (O) – NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Tender Document without any reservations whatsoever. We here by undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this Tender enquiry. I hereby declare that – There is no deviation in the offer.

Date: _____

Place: _____

Signature of Tenderer

Name of the Tenderer

Along with date & Seal

6 (P) - Declaration w.r.t. Rule 144 (xi) to GFR 2017

Certificate to be submitted by Bidders (On Company's Letter Head)

Reference 1: BSNL Tender Enquiry No.....issued on

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s.....(Name of the company) having Regd. office at..... being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfill all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp.

SECTION- 7

PRO FORMA 7(A1) PROFORMA FOR THE BID SECURITY/ EMD GUARANTEE

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
(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 AO(Cash), O/o CGMT, Telangana Circle, Hydeabad (Hereafter referred to as BSNL)
for participation in the e-Tender of work of vide e-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), O/o CGMT, Telangana Circle, Hyderabad”** payable at Hyderabad.

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.....

PRO FORMA 7(A2)
PRO FORMA FOR THE PERFORMANCE GUARANTEE

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:

Sub: Performance guarantee.

Whereas M/s R/o
(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..... (Hereinafter known as the “Validity
date”) in favour of AO (Cash), O/o CGMT, Telangana Circle, Hyderabad (Hereafter referred to as
BSNL) for participation in the e-Tender of work of Vide e-
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 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 forbear 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.

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), O/o CGMT, Telangana Circle, Hyderabad"** payable at Hyderabad.

7. 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

**

PRO FORMA 7(B)
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 e-Tender no. in respect of

..... (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize the following person, whose signatures are attested below, to attend the bid opening for the e-Tender mentioned above on our behalf.

Order of Name Preference	Specimen Signature	Contact No.
I		
II (Alternative Representative		

Above Signatures Attested:

Signature of bidder or Officer authorized to sign the bid documents on behalf of the bidder.

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.

PRO FORMA 7(C)
AGREEMENT

This agreement is made on this _____ day of 2024 between M/s _____ (Herein after called the Contractor whose term includes its successors and assignees whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____.

AND

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Hyderabad and acting through its authorized official Sh. _____, at AGM(MM), O/o CGMT, Telangana Circle, Hyderabad. at _____. The Contractor will perform Comprehensive A.M.C. of 25 amps, 50amps, 100amps, and 200 Amps Power plants and modules in Hyderabad BA (consisting Hyderabad & erstwhile Rangareddy revenue Districts) on the terms and conditions herein contained, and rates as mentioned in the Work Order. The “Contractor” has deposited Rs. _____ (Rupees _____) as interest free Performance Security /submitted PBG of (Amount) _____ valid up to _____.

Now therefore this agreement witness and it is hereby agreed by and declared by and between the parties here to as follows:

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will perform AMC of 25 amps, 50amps, 100amps, and 200 Amps Power plants and modules in Hyderabad BA (consisting Hyderabad & Rangareddy revenue Districts) on the rates accepted as contained in the Advance Work Order (AWO) No. _____ dated _____ (Annexure-I) to this agreement. It is agreed by the Contractor that the list of items is tentative and actual quantity/ Specifications may vary as per requirement at the time of award of contract. The agreement shall remain valid, if the contract is extended further in accordance with terms & conditions of e-Tender, however, it shall cease to operate from the date, if the contract is terminated/ short closed as per provisions of e-Tender terms & conditions.
2. It is anticipated that the Contractor will perform the AMC of 25 amps, 50amps, 100amps, and 200 Amps Power plants and modules in Hyderabad BA (consisting Hyderabad & Rangareddy revenue Districts) until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
3. The Contractor agrees with the BSNL and with authority competent to issue Work Order should be subject to the terms of this Agreement for AMC of 25 amps,50amps, 100amps,and 200 Amps Power plants and modules in Hyderabad BA (consisting Hyderabad & Rangareddy revenue Districts) shall prevail.
4. Notwithstanding any this contained in the bid document, the successful bidder shall have to furnish an unequivocal and un-qualified undertaking / declaration to indemnify BSNL in the pro forma given at 7(D) of Section-7 duly attested by Magistrate/ Executive Magistrate.
5. All other terms & conditions as contained in bid document TS-CO/MM/Tenders/HTD/SMPS-CFA-AMC/2024-25 Dated 28/08/2024 shall form the integral part of this contract & are to be complied with. In witness where of the parties have executed these presents that day and year first above written.

Signed _____

For and on behalf of the BSNL

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses In the presence of Witnesses

1. _____

2. _____

Signed _____

For and on behalf of the Contractor

Name (caps) _____

Position _____

Date _____

1. _____

2. _____

PRO FORMA 7(D)
UNDERTAKING

(On Rs.50/- Non judicial Stamp Paper) (Notarized or Registered with exe. Magistrate)

This deed of undertaking executed on this ____ day of _____ Two Thousand and ____ by (Name of the Sole proprietor/ Partner/ director/authorized representative, the firm, company, trust, society etc.) s/o _____ residing at _____ on behalf of said M/s _____ (Name of the firm, Company, trust and society etc.) having its office at _____ and duly authorize to sign, fill and verify present under taking by the said _____ (Name of the firm, company, trust, society etc.) in favour of BSNL a Govt. of India Undertaking having it's registered office at O/o CGMT, Telangana Circle, Hyderabad herein after called BSNL, which shall mean and include successor, administrative heirs & assigns).

Whereas M/s BSNL invited bid for AMC of 25 amps,50amps, 100amps,and 200 Amps Power plants and modules in Hyderabad BA (consisting Hyderabad & Rangareddy revenue Districts I/we participated in the bidding process & emerged as successful bidders with respect of e-Tender No. T E No.: TS-CO/MM/Tenders/HTD/SMPS-CFA-AMC/2024-25 Dated 28/08/2024

I/We _____ acknowledge that I/We _____ have fully understood and are aware of the terms & conditions of the e-Tender/ contract and do hereby unequivocally & unconditionally undertake and declare that:-

I/We _____ shall comply with all the rules/regulations /laws/ Government instruction/status etc. that are applicable /will be made applicable and or are aimed to protect for interest of workers/ employee engaged by me/us in the past and during the course of performance of the contract with BSNL.

I/We shall fully profit, indemnity and held harmless BSNL and its employees, officers, Directors, agents or representative from and against any all liabilities, losses, actions, judgments, damages, fines, penalties and costs including legal costs & disbursement arising from or relating to.

I/We hereby undertake to perform the AMC of SMPS Power plants and Modules as per requirement of BSNL.

Any breach/violation of any director, order from any govt. authority any provision of labor laws, statute or regulation that are or will be aimed to protect the interest of the worker/labours engaged by the contractor in the pass & during the course of this contract

OR

Any payments claims or liability that may arise for ensuring compliance of the provisions of any other labour laws or any other laws etc.

OR

Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instructs etc.

In witness where of this undertaking has caused on the ____ day ____ month of _____

Date:- _____ Signature:- _____

Place :- _____ Name:- _____

Witness 1. _____ 2. _____

PRO FORMA 7(E)

Deleted

PRO FORMA 7(F)

Deleted

PRO FORMA 7(G)

Deleted

PRO FORMA 7(H)

Deleted

PRO FORMA 7(I)

PREVENTIVE MAINTENANCE FORM

Certified that Mr.

Contractor/Service Engineer of

Visited the Station aton(date) at(time)

to check the functional aspects of the Power Plant systems. He has adjusted all the parameters. The POWER PLANT, along with all the accessories is functioning satisfactorily.

Signature.....

(Name) SDE In-charge with seal

PRO FORMA 7(J)

Deleted

7(K)

COMPLAINT FORM

(For each Station a separate form should be used)

1. Name of the station/exchange:
2. Complaint initiated on..... (Date) (Time)
3. Systems Description
 - (a) Capacity of Power Plant
 - (b) Make
 - (c) Serial No
 - (d) Date of Installation
 - (e) Modules Available
 - (f) Modules Faulty
4. Nature of fault
5. Detailed Observations

Signature.....

(Name)SDE In- charge

6. Received by M/s.....Office on..... (date) at..... (time) I/C Service Centre of the Contractor

7. The above complaint has been attended and the systems has been restored to operation
On.....(date).at..... (time)

Signature -----

Engineer Incharge of Contractor

Signature -----

(Name)SDE In- charge with seal

7(L)

(LIST OF POWER PLANTS)

T E No.: TS-CO/MM/Tenders/HTD/SMPS-CFA-AMC/2024-25 Dated XX/08/2024

PGM Area-I (200A-11, 100A-22, 50A-1) (Total 34 Power plants)				
Cu Sl. No.	Sl. No.	Exchange Name	Make	Capacity & Modules
1	1	SAIDABAD	DACS	100A X 5
2	2	MOHAN NAGAR	HFCL	200A X 2
3	3	VANASTALIPURAM	EXICOM	200A X 6
4	4	VAIDEHINAGAR	ITI	100A X 2
5	5	BAHADURPURA	DACS	100A X 4
6	6	HYDERAHAKOTA	EXICOM	100A X 3
7	7	RAJENDERNAGAR	ITI	100A X 4
8	8	CHANDRAYANGUTTA	EXICOM	200A X 3
9	9	SANTOSHNAGAR	DACS	100A X 4
10	10	CHANCHALGUDA	DELTA	50A X 4
11	11	RASTAPATHI NILAYAM	HECL	100A X 3
12	12	TRIMULGIRI RLU	HECL	200A X 5
13	13	SAINIKPURI RLU	HECL	200A X 5
14	14	ALWAL RLU	HECL	200A X 5
15	15	KAVADIGUDA	HIMICHAL EXICOM	100A X 8
16	16	PADMARAONAGAR	EXICOM	100A X 5
17	17	AMBERPET	EXICOM	200A X 4
18	18	RAMANTHAPUR	EXICOM	100A X 5
19	19	BODUPPAL	EXICOM	100A X 3
20	20	UPPAL	EXICOM	200A X 4
21	21	TARNAKA	EXICOM	100A X 6
22	22	PATNY TE SD	TANDEM HECL	100A X 7
23	23	PATNY TE SD	MSC EXICOM	200A X 9
24	24	PATNY TE SD	STR EXICOM	200A X 4
25	25	PATNY TE SD	SSTP DELTA	100A X 16
26	26	KUSHAIGUDA	HIMACHAL EXICOM	100A X 12
27	27	CHERLAPALLY	EXICOM	100A X 4
28	28	MALKAJGIRI	EXICOM	100A X 12
29	29	VASAVI NAGAR	EXICOM	100A X 4
30	30	PRAKASH NAGAR	DACS	100A X 4
31	31	MAHENDRA HILLS	EXICOM	200A X 2
32	32	BOWENPALLY	EXICOM	100A X 3
33	33	HASMATHPET	EXICOM	100A X 5
34	34	RASOOLPURA	EXICOM	100A X 4
PGM-Area-II (Urban 25A-27, 50A-1, 100A-23, 200A-8) (Total=59 Power plants)				
Cu Sl. No.	Sl. No.	Exchange Name	Make	Capacity & Models
35	1	KPHB	EXICOM	200A X 8
36	2	VIVEKANANDANAGAR	DACS	100A X 4
37	3	HYDERNAGAR	ELTEK	100A X 4

38	4	BHAVYAS ANANDAM	DACS	25A X 3
39	5	PRAGATHINAGAR	ITI	25A X 4
40	6	LINGAMPALLY	EXICOM	200A X 8
41	7	BHEL	EXICOM	200A X 3
42	8	MIYAPUR	ITI	100A X 5
43	9	GACHIBOWLI	HECL	100A X 6
44	10	HCU	EXICOM	200A X 4
45	11	WHITEFIELDS	HECL	100A X 2
46	12	SERENE COUNTY	ITI	100A X 3
47	13	HILLRITZ SPRINGS	DACS	25A X 3
48	14	BDL	EXICOM	25A X 3
49	15	GREEN GRACE OLT	DACS	25A X 3
50	16	MEDEOS TUCH OLT	DACS	25A X 3
51	17	GOLCONDA	HECL	200A X 7
52	18	MEHIDIPATNAM	HECL	100A X 5
53	19	TOLICHOWKI	HECL	100A X 5
54	20	DREAM VALLEY	HECL	25A X 3
55	21	ARTILLERY CENTER	HECL	25A X 2
56	22	BEGUMBAZAR	HECL	25A X 2
57	23	SBI KOTI	HECL	25A X 2
58	24	JH (MCR HRD) DLC	DACS	25A X 2
59	25	JH (POLICE LINES) DLC	DACS	25A X 4
60	26	JH (SAI RAM MANOR) DLC	EXICOM (4A X25A)	25A X 4
61	27	MADAPUR	EXICOM (6A X200A)	200A X 6
62	28	MDPR(RAMACHANDRA) DLC	ITI	100A X 1
63	29	MDPR(SHILPA) DLC	DACS	25A X 4
64	30	CYBER GATEWAY	ITI	100A X 3
65	31	JH(AOU) DLC	DACS	25A X 2
66	32	B N MULLIK DLC	ITI	100A X 1
67	33	MAY FAIR DLC	EXICOM (2A X 25A)	25A X 2
68	34	INCOMETAA X COLONY DLC	EXICOM (2A X 25A)	25A X 2
69	35	NANDINAGAR RSU	ITI	100A X 4
70	36	DWARAKAPURI	HECL	100A X 5
71	37	INCOME TAX QUARTERS DLC	DACS	25A X 2
72	38	TEMPLE DLC	AMARRAJA (3A X25A)	25A X 3
73	39	DURGANAGAR	HECL	100A X 7
74	40	MYHOME DLC	EXICOM	25A X 2
75	41	SBSTAFF DLC	DACS	25A X 3
76	42	AYAKAR BHAVAN	EXICOM	50A X 3
77	43	HIMAYATH NAGAR	ITI	100A X 3
78	44	MASAB TANK	HECL	100A X 5
79	45	SBH GUNFOUNDRY	AMARRAJA	100A X 3
80	46	IT-TOWERS	HECL	25A X 3
81	47	ERL	EXICOM	100A X 4
82	48	ERRAGADDA	EXICOM	200A X 11
83	49	BALANAGAR	ITI	100A X 5

84	50	KPIE	ITI	100A X 5
85	51	JEEDIMETLA	EXICOM	200A X 6
86	52	JEEDIMETLA VILLAGE	EXICOM	100A X 4
GACHIBOWLI TM: 25A-05, 100A-01, TOTAL PP-06				
87	53	YSR BHAVAN	ITI	100A X 1
SAIFABAD (OFM) TM: 25A-06 TOTAL PP-06 = PGM (CNTX)				
88	54	NIC 2F	EXICOM	25A X 6
89	55	DGP OFFICE	DACS	25A X 2
90	56	KHB/HMWSSB	AMARARAJA	25A X 1
JUBILEE HILLS TM: 25A-02, 100A-01, TOTAL PP-03				
91	57	CTRL S	AMARARAJA	25A X 2
92	58	HCL	EA XICOM	25A X 4
93	59	WLL MSC	EA XICOM	100A X 5
PGM Area-II RURAL, (25A-19, 50A-4, 100A-36 (Total=59 Power Plants))				
Cu Sl. No.	Sl. No.	Exchange Name	Make	Capacity /Models
94	1	DANDUMAILARAM	DELTA	25A X 2
95	2	ELIMINEDU	DELTA	25A X 2
96	3	NSG	ELTEK	25A X 2
97	4	OCTOPUS	DELTA	25A X 4
98	5	SAMSKRUTHI T S	DELTA	25A X 5
99	6	GOWRELLY	HECL	25A X 4
100	7	MP PATELGUDA	HECL	100A X 2
101	8	IBRAHIMPATNAM	ITI	100A X 5
102	9	RACHALLOOR	ITI	100A X 1
103	10	ANAZPUR	HECL	100A X 3
104	11	ABDULLAPURMET	ITI	100A X 1
105	12	MAMIDIPALLY	ITI	100A X 1
106	13	TURKAYAMJAL	ITI	100A X 2
107	14	GHATKESAR	ITI	100A X 4
108	15	NARAPALLY	ITI	100A X 2
109	16	TALLAPALLYGUDA	ITI	25A X 1
110	17	GMR SITE OFFICE	HECL	25A X 5
111	18	ATC AIRPORT	HECL	25A X 3
112	19	VILLAGREEN	DELTA	25A X 4
113	20	BHASKAR MEDICAL COLLAGE	DELTA	25A X 3
114	21	GMR TOWNSHIP	DELTA	25A X 4
115	22	MIZIES CARGO	VALERE	50A X 2
116	23	7 HILLS PWS	HECL	50A X 3
117	24	AZIZNAGAR	ITI	100A X 1
118	25	MANKHAL	ITI	100A X 1
119	26	PEDDA SHAPUR	ITI	100A X 1
120	27	PTB	HECL	100A X 2
121	28	PALMAKULA	ITI	100A X 2
122	29	AFA DUNDIGAL	ELTEK	100A X 4
123	30	MCPALLY	ITI	100A X 1

124	31	BOWRAMPET	DELTA	25A X 3
125	32	THURKAPALLY	ITI	100A X 1
126	33	JAGANGUDA	DELTA	25A X 3
127	34	YELLAMPET	DELTA	25A X 2
128	35	DRDO SHAMEERPET	ITI	100A X 1
129	36	MEDCHAL RBM	ITI	100A X 2
130	37	DUNDIGAL	HECL	100A X 3
131	38	VISHAL PRAKRUTHINIVAS	ADOR	100A X 3
132	39	APPARAL PARK	ITI	100A X 1
133	40	VENSAI	HECL	100A X 2
134	41	MEDICITY	AMARARAJA	25A X 1
135	42	ICICI THURKAPALLY	DELTA	25A X 2
136	43	ANTHEM	ITI	100A X 1
137	44	NEIGHBOURHOOD	ITI	100A X 1
138	45	MADIREDDY PALLY	VALRE	50A X 2
139	46	BANTARAM	EXICOM	50A X 2
140	47	ENNARAM	ITI	100A X 1
141	48	DOMA	ELTECH	100A X 3
142	49	MAHARAJPET	DELTA	25A X 2
143	50	IBS	DELTA	25A X 2
144	51	SARDARNAGAR	ITI	100A X 1
145	52	PRAGATHI RESORTS	ITI	100A X 1
146	53	PALGUTTA	ITI	100A X 1
147	54	BHASHEERABAD	EXICOM	100A X 2
148	55	VCL	ITI	100A X 1
149	56	BASUPALLY	ITI	100A X 1
150	57	KARANKOTE	EXICOM	100A X 1
151	58	TANDUR	ITI	100A X 5
152	59	YALAL	ITI	100A X 1

SECTION- 8

BIDDER'S PROFILE and QUESTIONNAIRE

1. Name of the tenderer/firm _____
2. Name of the person submitting the tender who possesses the Digital Signature Certificate(DSC):
 - a) Sri/Smt: _____
 - b) DSC Issuing Agency: _____

(IN CASE OF PROPRIETARY/PARTNERSHIP FIRMS/COMPANY, THE TENDER HAS TO BE DIGITALLY SIGNED BY PROPRIETOR/ PARTNER(S)/ AUTHORIZED SIGNATORY ONLY, AS THE CASE MAYBE)

3. Address of the firm: _____

4. Correspondence Address: _____

5. Tel. no. (with STD code): (O) _____ (Fax) _____ (R) _____
6. Mobile No: _____, Email id: _____

(Note: These contact details shall be used to communicate with the tenderer/contractor and any communication sent there on shall be taken as proper communications under this contract)

7. Registration & incorporation particulars of the firm (Tick as applicable):
 - (i) Proprietorship
 - (ii) Partnership
 - (iii) LLP
 - (iv) Private Limited
 - (v) Public Limited

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

8. Name of Proprietor/Partners/Directors: _____

9. Tenderer's Bank Details:
 - a. Name of Bank: _____
 - b. Name of the Branch _____ City _____
 - c. Branch Code: _____
 - d. IFSC Code _____

10. Permanent Income Tax Account Number (PAN _____
Income Tax circle _____
11. EPF registration number _____
12. ESI registration number _____
13. Goods and Service Tax (GSTIN) registration No _____
14. Whether Micro or Small Enterprises (MSMEs)? (Yes/No):
If yes, the purpose of Business for which registered.
Validity: from _____ to _____
Monetary Limit _____
Type of Work _____

Questionnaire

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

2. Do you think any other item of work needs to be included in the tender form to complete the work specified in the specification? **Yes/No**. If Yes, Give the details

3. Kindly indicate the maximum quantity of tendered material which you are capable of supplying within the scheduled delivery period. _____
1. Name of the tendered Item quantity that can be supplied & laid by the firm within scheduled delivery period. _____
2. Suggestion for improvement of the tender document:

Place:

Date:

Signature of tenderer/Authorized signatory _____

Name of the tenderer _____

Seal of the tenderer

SECTION-9 PART A

BID FORM

To

From

Bidder's Reference No:.....Dated.....

Ref: Your E-Tender Enquiry No.Dated

1. Having examined the above mentioned e-Tender enquiry document including amendment/ clarification/ addenda Nos. Dated the 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 **150 days** 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 Nationalized/Scheduled Bank for a **sum at 10% of the contract value** for the due performance of the contract.
6. If our Bid is accepted, we undertake to perform all the services specified in the contract in accordance with schedule specified in the Section-2 (E-Tender Information).
7. Until a formal 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.
8. We have read and understood all technical, general & commercial conditions of this bid document and accept to comply them unconditionally.
9. We are not under any penal action of black listing and / or barred from participating in e-Tender by any BSNL unit or any other Govt./Semi Govt./ Autonomous body/PSU.

Dated this _____ day of _____ (the year)

Signature of Authorized Signatory

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature.....

SECTION-9 PART-B

FINANCIAL BID

TENDER FOR AMC OF SMPS POWER PLANTS AND MODULES FOR THE YEAR 2024-25 IN HYDERABAD BA

T E No.: TS-CO/MM/Tenders/HTD/SMPS-CFA-AMC/2024-25 Dated the XX/08/2024

PRICE SCHEDULE FOR AMC OF POWER PLANT AND MODULES **(to be submitted separately in the BOQ)**

Sl. No.	Item Description (Detailed in Technical Specification) PP with modules, control panel/rack, auxiliary, Extension racks ,Display and Alarm panel , Panel meters , MCM , LVD, AC Mains contactor , AC input MCBs etc.. (Complete power plants)	Quantity as on date	AMC Charges per (power plant) per year inclusive of all levies and Taxes and Exclusive of GST in rupees Both numerical and in words	Total AMC Per year inclusive of all levies and Taxes and Exclusive of GST charges (in Rupees)
A	B	C	D	E=C A X D
1	25 Amps SMPS Power Plant	46 PPs		
2	50 Amps SMPS Power Plant	6 PPs		
3	100 Amps SMPS Power Plant	81 PPs		
4	200 Amps SMPS Power Plant	19 PPs		

Total AMC Charges Rupees (in words)

Note:

1. The rate quoted is exclusive of GST as **Applicable from time to time**. GST shall be paid extra as applicable. The 100% GST will be paid by BSNL in case of GSTIN registered bidders.
2. **No cost difference for different makes**. The quantity may vary by +/-25%. **The initial quantity of power plants offered for AMC will be reviewed on a quarterly basis (preferably in the last month of the quarter) by the PGM HYDERABAD BA**. In case any of the BSNL Exchanges/Sites are decommissioned/closed, they will be excluded from the quantity under AMC in that quarter. The quantity revised will be applicable from the subsequent quarter, and the AMC shall be applicable for this revised quantity only

CHECK LIST

Documents to be submitted: Online & Offline

Sl. No	Name of Documents	Reference	Document Type	Remark
1	Tender Fees	Clause 2 of Section 1	Mandatory	Offline & Online
2	Bid Security/EMD	Clause 5 of Section 1	Mandatory	Offline & Online
3	MSE/NSIC Certificate (If applicable)	Clause 13 of Section 1	Mandatory	Offline & Online
4	Copy of Experience Certificate	Clause 4 of Section 1	Mandatory	Online
5	Copy of Firm/Company Registration	Clause 4 of Section 1	Mandatory	Online
6	Copy of PAN Card	Clause 4 of Section 1	Mandatory	Online
7	Copy of EPF Registration	Clause 4 of Section 1	Mandatory	Online
8	Copy of ESI registration	Clause 4 of Section 1	Mandatory	Online
9	Copy of GST Registration	Clause 4 of Section 1	Mandatory	Online
10	Power of Attorney	Clause 14.3 of Section 4 Part A	Additional	Offline & Online
11	Article of Memorandum of Association	Clause 10.9 of Section 4 Part A	Additional	Online
12	Partnership Deed / Proprietorship deed	Clause 10.9 of Section 4 Part A	Additional	Online
13	Undertaking and Declaration	Pro forma at Section 6 (A)	Additional	Online
14	No Near Relationship Certificate	Pro forma at Section 6 (B)	Additional	Online
15	Clause by clause compliance	Pro forma at Section 6 (D)	Mandatory	Online
16	No Debar / Blacklisted Certificate	Pro forma at Section 6 (E)	Additional	Online
17	Declaration and details of the Repair center as per clause 4, Section 1, Part A	Pro forma at Section 6 (F)	Mandatory	Online
18	Payment Insulation Certificate	Pro forma at Section 6 (G)	Additional	Online
19	Right to Accept or Reject any or all bid	Pro forma at Section 6 (H)	Additional	Online
20	Name of Director / Partners	Pro forma at Section 6 (J)	Additional	Online
21	Undertaking regarding Individual	Pro forma at Section 6 (K)	Mandatory	Online
22	Labor Undertaking	Pro forma at Section 6 (L)	Additional	Online
23	Undertaking regarding downloading	Pro forma at Section 6 (M)	Additional	Online
24	Declaration regarding UAM in CPPP	Pro forma at Section 6 (N)	Additional	Online
25	No Deviation Statement	Pro forma at Section 6 (O)	Additional	Online
26	Declaration w.r.t. Rule 144 (A Xi) of GFR17	Pro forma at Section 6 (P)	Additional	Online
27	Bidder's Profile & Questionnaires	Pro forma at Section 8	Additional	Online
28	Bid Form	Pro forma at Section 9 Part-A	Additional	Online
29	Signed Tender Document in all pages	-	Additional	Online
30	Audited accounts and Turnover certificate	Clause 10.19(a) of Section 4 Part A	Mandatory	Online
31	Solvency Certificate	Clause 10.19(b) of Section 4 Part A	Mandatory	Online
32	IT Returns	Clause 10.19(c) of Section 4 Part A	Mandatory	Online
33	List of qualified experienced personnel, who are working for the bidder, and who will be deployed for work	Clause 10.25 of Section 4 Part A	Additional	Online
34	Any other document (as required)	-	Additional	Online