



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
BANGALORE TELECOM DISTRICT
BANGALORE-560 001

No. AGM (MM)/T-56/ SMPS Repair /2022-23/02 dtd. at BG-01, the 15.01.2023

E- TENDER DOCUMENT

For

**Repair of Faulty SMPS Modules in Bangalore Telecom
District and KOLAR BA**

निविदा खोलने की तारीख

Online Submission upto 15:00 hrs 07.02.2023

E-Tender Online Opening at 15:00 hrs 08.02.2023

Offline Document submission upto 15:00 hrs 07.02.2023

निविदाकार को विहित मूल्य अनुसूची (धारा 9, खंड ख) में ही मूल्य की वादा करना चाहिए। दूसरे जगह दी गई सूचना पर विचार नहीं किया जायगा। TENDERER SHOULD SUBMIT THE PRICE OFFER IN THE PRESCRIBED PRICE SCHEDULE IN BOQ ONLY (SECTION 9, Part B). INFORMATION GIVEN AT OTHER PLACES WILL NOT BE CONSIDERED.

निविदा दस्तावेज़ का मूल्य रु. 590/- (अप्रतिदेय) को अनुसूचित बैंक से “लेखाधिकारी (नकद), मुख्यालय, बी.एस.एन.एल., बी.जी.टी.डी” के नाम पर प्राप्त बेंगलूरु में देय डी.डी के रूप में (ऑपलाईन) प्रस्तुत करना है। The cost of the Tender document ₹ 590/- [non refundable] is to be submitted (OFFLINE) in the form of DD obtained from a Scheduled Bank in favour of “AO (Cash) HQ, BSNL, Bengaluru Telecom District” payable at Bengaluru.



**O/o THE PRINCIPAL GENERAL MANAGER,
BANGALORE TELECOM DISTRICT (MM-SECTION),
V Floor, Telephone House
BANGALORE - 560 001**

I N D E X

Section	Item	Page No's
Section-1	Detailed Notice Inviting Tender	3-6
Section 2	Tender Information	7-9
Section 3	Technical Specifications/requirements	10
Section 4 Part A	General Instructions to bidders	11-27
Section 4 Part B	Special Instructions to Bidders for E-tendering	28-32
Section 5 Part A	General (Commercial) conditions of contract	33-38
Section 5 Part B	Special conditions of contract	39-40
Section 6 Part A, B and C	Undertaking & Declaration	41-43
Section 6D	Near Relative certificate-Format	44
Section 7A	Bid Security /EMD Guarantee	45-46
Section 7B	Performance Security Guarantee-Format	47-48
Section 7C	Letter of Authorization for attending tender opening	49
Section 8	Bidder's/ Tenderer's Profile	50-51
Section 9 Part-A	Bid Form	52
Section 9 Part-B	Price Schedule	53
Annexure – 1	Vendors Creation Form	54-55
Annexure – 2	Pre Receipt	56
Annexure – 3	No-modification Certificate	57
Annexure – 4	Indemnity Declaration	58-59
Annexure – 5	Power of Attorney Proforma	60
Annexure-6	Proprietorship format	61
Annexure-7	Service Report of Repair of Power Plant	62
Check List of documents		63



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
BANGALORE TELECOM DISTRICT
5th Floor, Telephone House, Raj Bhavan Road, Bangalore-560 001.

SECTION – 1 Part A
DETAILED NOTICE INVITING TENDER (DNIT)

1.0 Principal General Manager, BSNL, Bangalore Telecom District invites Digitally sealed tenders from eligible bidders for Repair of Faulty SMPS Modules in Bangalore Telecom District including Mobiles BTS and KOLAR BA.

Sl. No	Item	Estimated Quantity (No's)	Estimated cost of the tender is	EMD (INR)
01	Repair of Faulty SMPS Modules of 25 Amps	274	Rs.19,80,747/- [RUPEES NINETEEN LAKHS EIGHTY THOUSAND SEVEN HUNDRED AND FORTY SEVEN ONLY]	Rs 40,000/- (Rupees Forty Thousand only)
02	Repair of Faulty SMPS Modules of 50 Amps	61		
03	Repair of Faulty SMPS Modules of 100 Amps	191		
04	Repair of Faulty SMPS Modules of 125 Amps	4		
05	Repair of Faulty SMPS Modules of 200 Amps	27		

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

14.0 Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.bangaloretelecom.com / www.karnataka.bsnl.co.in/etenders.gov.in.

- The bidders downloading the tender document are required to submit the tender fee amount through DD/Banker's Cheque along with their tender bid failing which the tender bid shall be left archived unopened or rejected.
- The DD / Bankers cheque from any nationalized /scheduled bank for an amount of Rs 590/- drawn in favour of **AO (Cash) HQ, BSNL, Bangalore Telecom District** payable at Bangalore.

- c. The tender document shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

15.0 Sale of physical copy of tender Document: Not applicable

[BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would **not be sold**]

5 ELIGIBILITY CRITERIA FOR BIDDERS:

- i. This invitation of bids is open to all the agencies that have been in Repair of Faulty SMPS have successfully completed the work of repairing worth **Rs.15 Lakhs** (put together) during past 5 years considered from the date of publication of NIT, for BSNL or any Established firms.
- ii. The bidder must be an established reputed firm/company repairing SMPS modules. Manufacturers/authorized dealers/suppliers Or who has repaired SMPS Modules are eligible to participate.
- iii. Experience certificate for having satisfactorily repaired SMPS Modules issued by an Officer not below the rank of AGM /DE in BSNL/MTNL or Competent Authority in case of other organization(s) to be enclosed.
- iv. Average Annual Financial Turn Over during the last **03** financial years [**2019-20 and 2020-21, 2021-22**] should be more than 5 Lakhs. This should be supported by profit & Loss Statement. (DULY CERTIFIED BY AUDITORS/CA)
- v. The Bidder should have PAN No (In case of Partnership / Pvt Ltd firm PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed).
- vi. Copy of Income Tax returns filed for financial years **2019-20 and 2020-21, 2021-22** to be enclosed.
- vii. The bidder should also have GST registration.
- viii. The Bidder should have PAN No (In case of Partnership / Pvt Ltd firm PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed).
- ix. The bidder should have fully fledged office to support timely service for activities within the scope of work. The Bidder shall furnish a self certification in this regard clearly mentioning the address of the location. BSNL shall reserve the right to verify the same by visiting the Bidder's premises.
- x. Indemnity clause -**"The Contractor shall indemnify that in the event of black- listing by GST Authorities during the tenure of the contract, the contractor shall reimburse the loss of input Tax Credit due to failure of the Contractor. The Contractor shall also indemnify that BSNL has got right to recover input Tax Credit loss suffered by it due to mis-declaration on invoice by the Contractor"**.
- xi. The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019-PPD dated 23.07.2020 (Preference to Make in India/Security Clause) available at Section VI Part B & C and shall submit necessary registration certificate wherever applicable.

6 Bidder's Security/ EMD:

5.1 The bidder shall furnish the bid EMD of Rs. **40,000/-** in one of the following ways.

- a) Demand Draft/ Banker's cheque drawn in favour of **"BSNL Bangalore Telecom District"** Payable at Bangalore

- b) Bank Guarantee from a scheduled bank drawn in favour Principal General Manager, Bangalore Telecom District, Bangalore, which should be valid for **180 days** from the tender opening date.

6.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from the bodies specified by MSME for the tendered item.

6.3 Concessions to MSME: The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions: 15.1. Supply of Tender Documents: The tender documents shall be issued to MSME bidders free of cost provided the tendered item is listed in the Registration Certificate of MSME.

6.4 Exemption from payment of Earnest Money Deposit (EMD): The MSME units registered with bodies as detailed in para 15 above shall be given exemption from payment of Bid Security deposit (EMD) provided the tendered item is listed in the registration Certificate of MSME/NSIC. 15.2.1. A proof regarding current registration with bodies as detailed in para 5.1.C above for the purpose of exemption tendered items will have to be attached along with the bid. The enlisted certificate issued by bodies as detailed in para 15.1 should be current and valid on the date of opening of bid (Chapter-15 of procurement manual).

7 Date & Time of Submission of Tender bid: Upto **15 :00 hrs on 07.02.2023** (tender closing date).

Note 2 : 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 next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated in our website www.bangaloretelecom.com.

B) Date & Time of Submission of Offline Documents upto: 15 :00 hrs on 07.02.2023

8 Opening of tender bids: At 15:00 hrs of 08.02.2023

9 Place of opening of Tender bids: O/o The AGM (MM), Bangalore Telecom District, 5th Floor, Telephone House, Raj Bhavan Road, Bangalore-560 001.

8.1 Authorized representatives of bidders can attend the tender opening event at the above mentioned address.

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

11 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

12 PGM, BSNL Bangalore Telecom District reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

13 The bidder shall furnish a declaration 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 www.etenders.gov.in & www.bangaloretelecom.com

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.

Note 3: 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

Note 4: All computer generated documents should be duly signed/attested by the bidder/ vendor organization.

Assistant General Manager (MM)
BG TD, Bangalore – 560 001.
Tel: 2286 0110 Fax: 2286 0109

Section- 2

Tender Information

1.0 Type of tender : Single stage bidding & Two Envelope System.

Note 1: The e-bids will be evaluated Techno-commercially and financial bids of techno-commercially compliant bidders only shall be opened.

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

3.0 The tender offer shall contain two digital envelopes viz. Techno-commercial and financial envelope which will contain one set of the following documents only :

a) Techno-Commercial Envelop shall contain:

- i) The bidder shall furnish the Bid Security /EMD as per **Section VII (A)**.
- ii) Cost of the tender documents i.e. document fee. (Scanned copy of DD to be uploaded online & Original to be submitted offline)
- iii) All documents /Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT (Section 1 Part A)
- iv) Documents mentioned Cl.10 of Section 4 part A.
- v) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Annexure - V
- vi) The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019-PPD dated 23.07.2020 (Make in India Preference/National Security clause) available at Section 6 Part B & C and shall submit necessary registration certificate wherever applicable.
- vii) Indemnity bond declaration as per Annexure - IV.
- viii) Letter of authorization for attending bid opening event as per Section VII Part (C).
- ix) Declaration for not having done any additions / deletions / modifications to terms of the tender document as per Annexure - III.
- x) Copy of IT returns for assessment years (2020-21, 2021-22 and 2022-23).
- xi) Undertaking & declaration duly filled & signed as per Section VI Part A,B & C
- xii) EMD / Bid Security Declaration as per Section VII Part A.
- xiii) Bidder's Profile & Questionnaire duly filled & signed - Section VIII.
- xiv) Near Relation Certificate in Proforma –VII Part D -duly filled & signed.
- xv) Tender/ Bid form, duly filled & signed - Sec IX- Part A.

b) Financial envelope shall contain:

- i. Price Schedule duly filled & signed. Section 9 Part B in BOQ

The following documents are required **to be submitted offline** (i.e. offline submissions) to AGM (MM), O/o DGM (MM), BSNL, Bengaluru Telecom District, V Floor, Telephone

House, Raj Bhavan Road, Bengaluru-560001, , Bengaluru on or before the date & time of submission of bids in a sealed envelope, failing which bid shall be rejected.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

1. EMD-Bid Security (original copy) for Rs ~~40,000=00~~/ **copy of valid NSIC /MSME if applicable.**
2. DD/ Bankers cheque of Tender fee Rs 590=00
3. Power of attorney in accordance with Clause 14.3 of Section-4 Part A and authorization for executing the Power of Authority.

Note 1: In case the bidder is availing exemption of EMD/Doc fee the copy of NSIC/MSME certificate to submitted office before tender opening.

Note 2: The Bidder has to submit the Scanned copy of all above mentioned original documents during Bid-Submission.

Note3: - Any delay in receipt of OFF Line documents by any means (By Post / By Courier will **not be accepted** beyond the date and time in the Tender document and will be summarily rejected.

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

4.0 Payment terms:

- 4.1 90 % payment shall be released on completion of work order in all respect duly certified by the Engineer (I/C) & 10% after six months when the warranty gets over.
- 4.2 In any condition, payment will be done only for satisfactorily Completed quantity of work.
- 4.3 The Bills as per work order shall be submitted to the concerned Sub Divisional Engineer (I/C). The contractor will be responsible to submit the bills prepared, accurately & in time by observing all the formalities.
- 4.4 The bills prepared by him in his own forms will be accepted, provided they comply with the following conditions :
 - a) The bills with printed Sl. No. are submitted in triplicate all copies being signed by the contractor and may be marked as original, duplicate & triplicate respectively.
 - b) Details of the quantity and nature of each item of work contract made well as the stipulated rates are given.
 - c) Advance Stamp Receipt duly signed by the authorized signatory shall be submitted along with Copy of bill duly accepted by consignee is to be attached.
- 4.5 Along with Bill, Service report of repair of power plant/module as given in Annexure-6 must be attached for each module.
- 4.6 The payments due to the contractor / supplier will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / supplier. Contractor / Supplier should submit the mandate form as in Annexure- I duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.

4.7 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company are required to give the following information for this purpose :-

- i. Beneficiary Bank Name :
- ii. IFSC Code of Beneficiary Branch:
- iii. Beneficiary Account No.:
- iv. Branch Serial No.(MICR No.) :

5.0 Work Completion period : One Week or as specified in work order

6.0 No. of bidders to be awarded : One L-1 Bidder

6.1 The Purchaser intends to limit the number of technically & commercially responsive bidders to the **first One** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for **100%** of the tendered quantity.

2.1 In case of 2 Bidders Qualifying & quoting the same L-1 Rate then work may be allotted in the ratio of 50:50.

2.2 The evaluation of the bids will be carried out on individual item wise (i.e. SL. No. 1, 2, 3 & 4 separately).

2.3 The ranking shall be based on the lowest quoted rates. Lowest quoted rate will be treated as L-1 rate.

2.4 If the L-1 rate is found on higher side, PGM Bangalore Telecom District reserves the right to negotiate the rate with L-1 bidder.

2.5 The work contract will be allotted to one contractor at the sole discretion of PGM, Bangalore Telecom District.

7.0 CONSIGNEE: : CONCERNED SUB DIVISIONAL ENGINEER (I/C),
BNSL, BANGALORE TELECOM DISTRICT,
BANGALORE.

i) **PAYING AUTHORITY** : CAO CENTRAL SETTLEMENT CELL
BSNL, O/O CGMT KTK CIRCLE
HALASURU, BENGALURU – 560 008

SECTION- 3

SCOPE OF WORK AND SPECIFICATION FOR REPAIR OF SMPS MODULES.

- 1.0 General:** - A SMPS Power Plant is having different capacities modules. These modules when go faulty need be repaired.
- 2.0 Scope of work:** -The scope of work is to collect faulty SMPS MODULES & repair it, test it & return to the concerned field unit. The details of work are given below.
- a) The SMPS may also be repaired at site if feasible.
 - b) Collection of faulty SMPS MODULES from the field units.
 - c) Repair of faulty SMPS MODULES.
 - d) Testing it for proper operation.
 - e) Return it to concerned field unit.
 - f) Testing of SMPS Module at site for proper operation.
- 3.0** The contractor should physically check the SMPS Modules at the time of receipt for burnt out SMPS MODULES or heavily damaged SMPS Modules (SMPS Module's tracks burnt or most of components burnt). In case of burnt module (most of the components burnt or SMPS MODULES tracks burnt), the case is to be brought to the notice of S.D.E. in charge. These burnt out SMPS Modules/damaged SMPS Modules will not be covered in the scope of work of this contract.
- 4.0** No excuse will be accepted later on after receipt of SMPS Modules for non- repair for any such reason. Once the contractor accepts the SMPS Modules for repair, then he will be required to repair the SMPS MODULES & return it back, failing which he will be penalized by the amount equivalent to the cost of SMPS MODULES.
- 5.0** The Modules should be repaired within time frame specified in Bid Documents.
- 5.1** All the testing equipments required for analysis & repairs will have to be provided by the bidder.
- 5.2** The tenderer at his own expenses will provide all the spare components required for repairing of Modules.
- 5.3** The contractor should use genuine spares for replacement of faulty components.
- 6.0** After repairs, the repairer will deliver the repaired SMPS Modules to the same official unit from where he had collected the faulty SMPS Modules.
- 7.0** **Warranty:** - **The approved tenderer i.e. contractor shall give warranty of SIX MONTHS for same nature of fault of every repaired Modules. If the fault occur within six months company/firm will be responsible & will repair the same at free of cost.**
- 8.0** **Repair efficiency should be 100%, once accepted the unit/SMPS Module.**
- 9.0** **VALIDITY OF THE TENDER:**
The validity of the tender is for **One year** period from the date of acceptance of APO and further extendable for the period of **One year** on mutual consent

Asst. General Manager (MM)
BSNL, BGTD, Bangalore

SECTION 4 Part A
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

- a) **“The Purchaser”** means the Bharat Sanchar Nigam Limited, Office of the Deputy General Manager (MM), Bengaluru Telecom District, 5th floor, Telephone House, Rajbhavan Road, Bengaluru-560 001.
- b) **“The Bidder”** means the individual or firm who participate in the tender and submits its bid.
- c) **“The Supplier”** means the individual or firm supplying the goods under the Contract.
- d) **“The Goods”** means all equipment, machinery and / or other materials which the supplier is required to supply to the Purchaser under the Contract.
- e) **“The Advance Purchase Order”** means the intention of the Purchaser to place the Purchase Order on the bidder.
- f) **“The Purchase Order”** means the order placed by the Purchaser on the supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase Order shall be deemed as “contract” appearing in the document.
- g) **“The Contract Price”** means the price payable to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.
- h) **“Validation”** is a process of testing the equipment as per the specifications including requirements for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS:

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

1. 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.

2. DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied; bidding procedures & contract terms and conditions are prescribed in the bid documents

The Bid Documents includes

- 10 Detailed Notice Inviting Tender (Section 1 Part A)
- 11 Tender Information (Section 2)
- 12 Scope Of Work (Section 3)
- 13 General Instructions to bidders (Section 4 Part A)

- 14 Special Instruction on E-tendering (Section 4 Part B)
- 15 General (Commercial) Conditions of Contract (Section-5 Part B)
- 16 Special Conditions of Contract (Section-5 Part B)
- 17 Undertaking & Declaration [Section –VI A, VI B, VI C]
- 18 Near Relationship Certificate [Section 6(D)]
- 19 Proforma for Bid security/EMD Guarantee [Section (7A)]
- 20 Performance Guarantee [Section (7B)]
- 21 Letter of authorization to attend bid opening. [Section (7C)]
- 22 Bidder's/ Tenderer's profile & Questionnaire (Section 8)
- 23 Bid Form (Section-9 Part A)
- 24 Price Schedule (Section-9 Part B)
- 25 Mandate Form (Annexure-1)
- 26 Pre Receipt(Annexure-2)
- 27 Certificate for no modification (Annexure-3)
- 28 Indemnity Bond (Annexure – 4)
- 29 Proforma Power of Attorney.(Annexure-5)
- 30 Proprietorship Firm (Annexure – 6)
- 31 Service Report of Repair of Power Plant (Annexure – 7)
- 32 Checklist of the documents

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

5. CLARIFICATION OF BID DOCUMENTS:

- 5.1. The prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address 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 **not later than 10 days prior to the date of opening of the Tenders.**
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

3. AMENDMENT OF BID DOCUMENTS:

- 6.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.
- 6.2 The Amendments issued will be published in website www.bangaloretelecom.com /www.karnataka.bsnl.co.in/etenders.gov.in & www.etenders.gov.in by the Purchaser 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.

4. DOCUMENTS COMPRISING THE BID : Kindly refer Clause 3 of Section 2 i.e Tender Information

4 BID FORM :

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per Section 9 Part B.

5 BID PRICES:

- 9.1 The bidder shall quote as per the price schedule given in the Section-9 Part B for the required item.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price (Ex-Factory Price) of the goods, GST quoted separately item wise .
 - (b) The supplier shall quote as per price schedule given in Section 9 Part B for all the items given in schedule of requirement at section 3
- a. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
 - b. The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
 - c. The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
 - d. **Any information related to the prices of the material shall appear in the section 9 part B**

6 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 10.1 The bidder shall furnish, as part of bid documents establishing the bidder's eligibility the following documents or whichever is required as per terms and conditions of Bid Documents.
- i) Certificate of incorporation/Firm Registration Certificate.
 - ii) Memorandum & Articles of Association or partnership deed or Proprietor ship deed as the case may be . In case of sole proprietorship, an affidavit to be furnished that "he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm " (It should be on Non Judicial stamp paper duly attested by a Notary Public or registered before Sub Registrar of the State(s) concerned)
 - iii) Latest Resolutions in case of any change in partners/Directors.
 - iv) Valid PAN certificate (in case of Partnership/private limited firm PAN number of firm is required & in case of Proprietorship firm PAN number of proprietor is to be enclosed)
 - v) Latest and valid NSIC/MSME Certificate duly certified by NSIC (if applicable)
 - vi) Copy of GST Certificate.
 - vii) Power of Attorney as per clause 14.3 (a) & (d) and Authorization for executing the power of Attorney as per clause 14.3 (b) & (c).

- viii) Near Relationship Certificate in accordance with clause 34 as per format available in Section 6(D) (In case of proprietorship firm, Certificate to given by the proprietor, For partnership firm certificate to given by all partners, and in case of Limited Company , certificate to be given by all Directors of the Company
- ix) No modification Certificate in case of website downloaded document.
- x) Duly filled Bidder's/Tenderer's Profile as per section 8.
- xi) Declaration that the firm has not been blacklisted.
- xii) Undertaking & Declaration as per Section 6(A) (B) and (C)
- xiii) Indemnity Bond Declaration as per format given in Annexure - IV.
- xiv) Bid Form, duly filled in, and signed as per section IX Part-A.
- xv) Declaration in case of web downloaded document as per format given in Annexure - III.
- xvi) Certificate in the format given in Section VI Part D regarding non-participation of near relatives of BSNL employees as per Para 3 of Section IV Part A.
- xvii) The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019-PPD dated 23.07.2020 (Make in India Preference) available at Section VI Part C and shall submit necessary registration certificate wherever applicable.

1. Documents required for fulfilling eligibility conditions as per clause 4 of detailed NIT (Section I).

7 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

12. BID SECURITY: (EMD)

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
 - a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by 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 purchase order 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) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for **150** days from the date of opening of (Technical) bids prescribed by the purchaser, pursuant to Clause 19. **A bid valid for a shorter period shall be rejected by the purchaser 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 his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

a) FORMAT AND SIGNING OF BID:

- 14.1 The bidder shall submit his bid, through sealed envelope physically complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by the authorized person signature. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note: The Purchaser may ask the bidders(s) to supply besides original bid, additional copy of bids as required by him.

- 14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed digitally in case of e-tendering/ physically in case of manual tendering 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 attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of 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.

b) SEALING AND MARKING OF BIDS: (The bid shall be Two envelope system)

15.1 The bid should be submitted as per clause 3 of tender Information.

The bid should be submitted **ONLINE** using Two e-Envelope methodology. The **first Envelop in e-format will be named as Techno-commercial bid which will contain the documents of bidder's satisfying eligibility /technical & Commercial Conditions as per clause 4 of Section 1 part A & 10 of Section 4 part A with Bid security as per clause 12 of Section 4 Part A and document fee in the form of DD/Bank Guarantee.**

The **second envelop in e-format (BOQ) will be named as Financial bid containing Price schedule as per Section 9 Part B (BOQ)**

The bidder should furnish all the above documents for establishing the bidder's eligibility whichever is applicable as per terms & conditions. The bids are liable to be rejected if the required documents are not submitted.

9 SUBMISSION OF BIDS:

- 16.1 Bids must be submitted online by the bidder on or before the specified date & time indicated in clause 6 of Section 1 i.e. DNIT.
- 16.2 The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the system/equipments as per required of the bid documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

10 LATE BIDS:

- 17.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

11 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify or withdraw his bid after submission prior to deadline prescribed for submission of bid..
- 18.2 The bidder's modification, revision or withdrawal notice shall be authenticated as per clause 15.
- 18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER:

- 19.1 The Purchaser shall open Bids, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given in enclosed Section 7 C).
- 19.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The Bidders name, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at its discretion, may consider appropriate will be announced at the time of opening.
- 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 and venue remaining unaltered.

20.0 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 clarification and 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 non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION:

- 21.1 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.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 14 does not tally with its breakup quoted in col. 4,6, 8, 10 & 12, the same shall be corrected by summing up the breakups. 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.

- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 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 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

2.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in details and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule in Section 9 Part-B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.
- (a) Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
 - (b) Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
 - (c) In case the Duties , Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties , Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties , Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- (e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm
- (f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
- (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

23.0 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 his bid or influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER;

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- (a) The purchaser will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract .
- (b) BSNL also reserves the right for placement of additional order upto 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate negotiated

(downwardly) with the existing vendors considering reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled & fresh.

- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

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

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

27.0 ISSUE OF ADVANCE PURCHASE ORDER

- 27.1 The issue of advance purchaser order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of advance purchase order, give his acceptance along with performance security in conformity with the bid document at Section 7B.

28.0 SIGNING OF CONTRACT:

- 28.1 The issue of Purchase 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. Except in case of L-1 bidder whose EMBG/EMD shall be released only after the finalization/acceptance of tender.

29.0 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 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.

30.0 QUALITY ASSURANCE REQUIREMENTS : Not Applicable

31.0 REJECTION OF BIDS:

- 31.1 While all the conditions specified in the Bid Documents are critical & are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. **Non-compliance of any one of which shall result in outright rejection of the bid.**

- a) **Clause 12.1 12.2 & 13.1 of Section 4 :** The bids will be rejected at opening stage if Bid Security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) **Clause 2 & 10 of Section 4:** If the eligibility conditions 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 are not enclosed, the bids will be rejected without further evaluation.
 - c) Section-4 clause 9.5 on discount which is reproduced below:- "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous ~~representatives~~ of the participating bidder/companies present on the occasion.
- 31.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of Tender opening and number of representations received in Bid opening by Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 32.0 **ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT.**
- In case of default by Bidder(s)/ Vendor(s) such as
- 16.0** Does not supply the equipment in time;
 - 17.0** Equipment does not perform satisfactory in the field in accordance with the specifications;
 - 18.0** 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. DELETED

34.0 NEAR-RELATIONSHIP CERTIFICATE:

- 34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the purchaser will not pay any damage to the company or firm or the concerned person.
- 34.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- (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).
- 34.4 The format of the certificate to be 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.

Appendix 1 to Section 4

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD, BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
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 :	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.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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).	<p>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</p> <p>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</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	Submission of claims to BSNL against a contract	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>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.</p>
	(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	<p>i) Termination of PO/ WO.</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) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	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.	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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con-td.		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.	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). 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.
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.	i) Termination of contract, if any. 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.

SECTION –4 PART B
SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o Principal General Manager, BSNL, Bengaluru Telecom District, has decided to use the (<http://www.etenders.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry Of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:

1. Tender Bidding Methodology:

Sealed Bid System 'single Stage – 2 e-Envelopes.

In case of two e-Envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on NIC's (National Informatics Centre) etenders.gov.in Portal
Create Users and assign roles on etenders.gov.in
3. View Notice Inviting Tender (NIT) on etenders.gov.in
4. Download Official Copy of Tender Documents from etenders.gov.in
5. Clarification to Tender Documents on etenders.gov.in
- 3.3 Query to BSNL (Optional)
- 3.4 View response to queries posted by BSNL, as addenda.
6. Bid-Submission on etenders.gov.in: Prepare & arrange all document/paper for submission of bid online and offline.
7. Attend Public Online Tender Opening Event (POTOE) on etenders.gov.in Opening of Techno-commercial Part
8. View Post-TOE Clarification posted by BSNL on etenders.gov.in (Optional) Respond to BSNL's Post-TOE queries.
9. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
10. Participate in e-Reverse Auction on etenders.gov.in (Not applicable in this Tender).
12. Submission of offline documents in sealed envelope at AGM (MM), 5th Floor, Telephone House, Rajbhavan Road, Bengaluru-560001
13. **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.**
14. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in etenders.gov.in	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QA Certificate	allowed	Upper & lower cases allowed

15. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -9 Part B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

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 CPPP.

- **Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and to 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> for more details].

- **REGISTRATION**

To use the NIC's Central Public Procurement Portal (<https://www.etenders.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted / activated

Help Desk Nos:

Telephone No. 1800 233 7315

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

BSNL Contact

BSNL's Contact Person: Sri Binesh K B **SDE (MM)**, 5TH Floor, Telephone House, Rajbhavan Road, Bengaluru-560001

Telephone/ Mobile: 080-22862555 / 9449850337

E-mail ID: agmccbgtd@gmail.com

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

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

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
3. Tender Documents/Addendum/Addenda

4. Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

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

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

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, **contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.**

Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

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

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

6. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (MM), 5th Floor, Telephone House, Rajbhavan road, Bengaluru-560001, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as “e-TENDER for Repair of Faulty SMPS Modules in Bangalore Telecom District and KOLAR BA and the words ‘DO NOT OPEN BEFORE’ (15:00 Hrs Due Date).

1. EMD-Bid Security in Original in accordance with Clause 5.1 of Section-I.
2. DD/ Bankers cheque against payment of tender fee in accordance with Clause 2.1 of Section-I
3. Power of attorney in accordance with Clause 14.3 of Section-4 Part A.
4. Bank Particulars for vendor creation (Annexure-2)

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

5. Special Note on Security of Bids

Security related functionality has been rigorously implemented in etenders.gov.in in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created

for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

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

8. Public Online Tender Opening Event (TOE)

etenders.gov.in offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on etenders.gov.in. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

etenders.gov.in has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

etenders.gov.in has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on etenders.gov.in. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

9. E-Reverse Auction:

Note: This Clause is not applicable to this tender.

10. Other Instructions:-

For further instructions, the vendor should visit the home-page of the portal (www.etenders.gov.in), click on etenders 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.

The help information provided through '**CPPP User-Guidance Center**' is available in three categories –

Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on etenders.gov.in.
2. Register your organization on etenders.gov.in well in advance of your first tender submission deadline on etenders.gov.in.
3. Get your organization's concerned executives trained on etenders.gov.in using online training module well in advance of your tender submission deadline on etenders.gov.in.
4. Submit your bids well in advance of tender submission deadline on etenders.gov.in ((BSNL should not be responsible any problem arising out of internet connectivity issues).

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

11. Minimum Requirements at Bidders end

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

12. Vendors Training Program:

Note: This Clause is not applicable to this tender.

13. PRICE SCHEDULE / BOQ:

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

1. Download price schedule/BOQ Section-9 Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only.
3. BOQ Section -9 Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

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

2. STANDARDS:

The goods/service provided under this contract shall conform to the standards prescribed in the Specifications mentioned.

3. PATENT RIGHTS:

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

4. PERFORMANCE SECURITY:

4.1 "All Suppliers (including MSEs who are registered with the designated MSME bodies like National Small Scale industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to **3%** of the value of Advance Purchase Order within 14 days from the date of issue of advance purchase order by the purchaser".

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

4.3 The performance security Bond shall be paid in follows Ways:

a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash) HQ, BSNL Bangalore Telecom District" Payable at Bangalore

b) Bank Guarantee from a scheduled bank and in the Proforma provided in 'Section -7B of this Bid Document.{valid for 30 months}

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

5. INSPECTIONS AND TESTS:

5.1 The Inspection will be done by Concerned Sub Divisional Engineer I/C, BSNL, BGTD.

6. DELIVERY :

6.1 After repairs, the repairer will deliver the repaired SMPS Modules to the same official unit from where he had collected the faulty SMPS Modules.

7. TRAINING: NOT APPLICABLE

8. INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services:

(a) Performance or supervision of on-site of repairing SMPS Modules on site

(b) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. **SPARES: NOT APPLICABLE**

10. **WARRANTY:** PI Refer Clause 7 Section 3.

11. **PAYMENT TERMS:** PI see Clause 4 of Section 2

12. **PRICES:**

12.1 Prices charged by the Supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his bid except for the variation caused by change in taxes/duties as specified in clause 12.2 mentioned below

12.2 For changes in Taxes /duties during the scheduled delivery period, the unit price shall be regulated as under

(a) Prices will be fixed at the time of issue of Work order as per taxes and statutory duties applicable at that time.

(b) In case of reduction of taxes and other statutory duties during the scheduled delivery 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.

(c) In case of increase in duties / taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties / taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the work order.

12.3 Any increase in taxes and others statutory duties / levies after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes / duties shall be passed on to the purchaser by the supplier.

13. **CHANGES IN WORK ORDERS:**

13.1 The Purchaser may, at any time, by a written order given to the Supplier, make changes within the General scope of the contract in any one or more of the following:

- a) The place of delivery; or
- b) The services to be provided by the supplier

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

14. **SUBCONTRACTS:**

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE:

- 15.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Work Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close / cancel this Purchase Order and / or recover liquidated damage charges. The cancellation / short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions,
- a) Forfeiture of its performance security,
 - b) Imposition of liquidated damages and / or
 - c) Short closure of the contract in part or full and or termination of contract for default.

16. LIQUIDATED DAMAGES:

The time for completion of work contract stipulated in work order will be deemed to be essence of the contract & the work contract should be completed within the date specified therein. If the work is completed after expiry of schedule date without prior extension of schedule date of completion & accepted by the consignee then such acceptance will not deprive the BSNL, Bangalore of his right to recover L.D. charges as stated below.

- 16.1 If repaired Modules are not received by S.D.E I/C within time frame then L D will be charged @ 0.5% of repair charges per week of delay (Part of the week will be ignored) for a period up to 4 (Four) weeks and thereafter @ 0.7% of the value of the delayed repair for each week of delay or part thereof subject to maximum of 5 % of the repair charges.
- 16.2 In case of delayed work, PGM Bangalore Telecom District reserves the right to cancel the W.O. at any time imposing the penalty as deemed fit.

17. FORCE MAJEURE:

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

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

18. TERMINATION FOR DEFAULT:

- 18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part.
- (a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 15;
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract; and
 - (c) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

- 18.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 18, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

19. 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 Purchaser.

20. ARBITRATION:

- 20.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, Bangalore-560 001, or in case 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 to his own duties or otherwise) with the functions of the PGM, BGTD, BSNL, Raj Bhavan Road, Bangalore-560 001, or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM 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 that the Arbitrator is 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 & 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 reasons whatsoever, the PGM, BGTD, BSNL or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

20.2 The arbitrator may from time to time with the consent of parties enlarge the time frame for making and publishing the award. Subject to 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.

22.3 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, Bangalore Telecom District, Telephone House, Raj Bhavan Road, CTO Building, Bangalore-560 001 or such other places as the arbitrator may decide.

21. SET OFF:

Any sum of money due and payable to the supplier (including Security deposit refundable to him) under this contract may be appropriated by the Purchaser or the BSNL or any other person or persons contracting through the BSNL, India 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 BSNL.

22. INTIMATION OF SUPPLY STATUS : NOT APPLICABLE

23. DETAILS OF THE PRODUCT: NOT APPLICABLE

24. FALL CLAUSE :

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in Clause 12.1 of section 5A. Further If at any time during the period of contract,

- a. It comes to the notice of purchaser regarding reduction of price for the same or the similar equipment / service,
- and/or
- b. The price received in a new tender for the same or the similar equipment /service are less than the prices chargeable under the contract,

24.2 The purchaser, for the purpose of delivery period extension if any will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity / service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase the balance unsupplied quantity /service at the

risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

24.3 The vendor while applying for extension of time for delivery of goods, services if any, shall have to provide an undertaking as we have not reduced the sale price, and / or offered to sell the same or similar equipment, service to any person /organization including Department of Central / State Government or any Central /state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.

24.4 In case under taking as in Clause 26.3 is not applicable the vendor will give the details of prices, the name(s) of the purchaser, quantity etc. to the purchaser while applying extension of delivery period.

25. COURT JURISDICTION:

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

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

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

26. General Guidelines:-

‘The General guidelines as contained in chapter 5,6,& 8 of general Financial Rules as amended from time to time on works, procurement of goods & services & contract management respectively may also be referred to as guiding principles.

Section 5 Part B
Special Conditions of Contract

DEFINITIONS:

ENGINEER-IN-CHARGE – The Asst. General Manager of BSNL, who shall supervise and shall be in charge of the work at any time.

SITE ENGINEER: - Sub Divisional Engineer or Junior Telecom Officer of the Exchange where SMPS power plant is located shall be in charge of the work at site at any particular period of time.

1. **The contractor will use his tools, & other required implements in carrying out the job.**
2. The work is to be carried out in accordance with the specification of bid document and as per instructions given by Engineer in charge or by site engineer without causing any delay.
3. BSNL, representative at work site shall be the site engineer or such other representative as the Engineer-in charge may from time to time designate in writing. Notice given in writing by the contractor or by his representative to the site engineer shall be deemed to be notice given to the BSNL,. Notice given in writing by the site Engineer to contractor or his representative shall be deemed to be the notice given by the BSNL, to the contractor.
4. The Engineer-in-charge shall be the final judge of the quality of work.
5. In addition to any and all other guarantee and warrantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor shall also undertake to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor.
6. The obligations of the Engineer-in-charge or his authorized representative of the BSNL, towards the contractor are generalized as under:
 - 6.1. To provide permits of right of user easements within fifteen days of issue of work order
 - 6.2. To work contract instructions in writing to commence, carry out and complete the work as per time schedule or extended time schedule when the Occasion warrants.
 - 6.3. To measure the work done and other work connects thereof.
7. If the contractor desires an extension of time for completion of the work on the grounds of unavoidable hindrance in its execution, he shall apply in writing to the Engineer-in-charge within **seven days** of the date of hindrance on account of which he desires such extension. If the Engineer-in-charge in his opinion feels that reason shown is genuine, then only extension of time may be granted. In such cases PGM Bangalore Telecom District, Bangalore will be final authority to waive or impose liquidated damages.
8. It will be in the discretion of the Engineer-in-charge to revise or modify or extend the time limits specified for the work awarded to the contractor.
9. The contractor shall be responsible for the transportation at site and safe custody of all materials issued by BSNL, Bangalore, which is in the custody of contractor.
10. The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangement at his own cost for the storage at site and transportation of all such material to

actual work spot and for returning the surplus and unused material to the designated place after completion or termination/determination of contracted work, unless otherwise specifically mentioned for any items of work in the work schedule / Price Schedule.

11. The contractor will have to make the arrangements for intimating the progress of the works awarded. The contractor will intimate the telephone number and address on which he/they or their representative can be contacted so that any important message or instructions can be passed on without fail.
12. The contractor will himself be responsible for all the statutory obligations of the Labour Law, & other Govt. Acts etc. BSNL, Bangalore will not be responsible for any violation of the labour laws by the contractor. He shall maintain the register regarding statutory obligations of the labour laws and produce the same to the BSNL, Bangalore Authority or engineer I/C on demand.
- 12.1. The contractor shall be responsible for any losses or damages that may occur during execution of work & shall pay compensation to his/their workmen payable under Workmen's Compensation Act in force for injuries caused to workmen. If such compensation is paid by the BSNL, as principal employer under of the same Act, on behalf of the contractor, it shall be recovered by the BSNL, from the contractor from the security deposit or any other bills/dues payable by the BSNL, to the contractor on any account.
- 12.2. Any work, which involves employment of the labour by the contractor, the tenderer shall be responsible for getting registered with labour commissioner (if applicable) under appropriate Act & its amendments/implementation as per Act.
- 12.3. The contractor should engage no child labour.
13. Income Tax and Commercial Tax from the bill that has been passed will be deducted as tax at source under relevant Government Rules. However if any new legislation comes into the effect for deduction of tax at source, the deduction will be made under that legislation. Necessary income tax deduction certificate will be issued by the accounts officer dealing the amount so deducted as tax at source at the time of payment of each bill.
14. During audit or internal check if any over payment is noticed, PGM, Bangalore Telecom District reserves the right to recover the overpayment from the contractor.
15. If any type of theft/ losses/ damages to the BSNL property which is in custody of the contractor OR any damage to the public property, occurs during execution of work, responsibility solely lies on contractor and the cost of such loss/ damages will be recovered from the contractor from the payment due/ PBG/SD
16. Amendments / Modifications to bid documents if any will be hosted on our website www.bangaloretelecom.com 10 days prior to the date of bid opening

**Asst. General Manager (MM)
BSNL, BGTD, Bangalore – 01.**

SECTION-6 Part A
UNDERTAKING & DECLARATION on Company Letter Head

For understanding the terms & condition of Tender & Specifications 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 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 SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I/We the sole prop/ partner / Director of M/s _____ has never ever been debarred and / or blacklisted by any Dept of Central Govt./ State Govt / PSU/Public bodies / Municipalities / GST Authorities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or Pop of such firm which is either debarred, BlackOlisted or has entertained litigation or having ongoing litigation or court cases or money suiots pending regarding the failure of providing goods and services.

The above declarations are given in accordance with the NIT conditions:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part B
UNDERTAKING & DECLARATION
CERTIFICATE TO BE SUBMITTED BY THE BIDDER
(ON COMPANY'S/FIRM'S LETTERHEAD)

- 1.1 This is to certify that I/We, M/s
.....(Name & Address) the bidder/the
front Bidder of this tender M/s
.....(Name & Address) have read the
clause 4.3.6 of Section 1 of NIT regarding restrictions on procurement from a bidder
of a country which shares a land border with India:
- 1.2 I/We certify that this bidder is not from such a country or, if from such country, has
been registered with the Competent Authority as per order issued by Department of
Expenditure, Ministry of Finance vide F. No.6/18/2019-PPD dated 23.07.2020, and its
subsequent clarifications, if any. I/We hereby certify that this bidder fulfills all
requirements in this regard and is eligible to be considered. (Where applicable
evidence of valid registration by the Competent Authority shall be attached).
10. I have read the clause regarding restrictions on procurement from a bidder of a
country which shares a land border with India and on sub-contracting to
contractors from such countries. I certify that this bidder is not from such a country
or, if from such a country, has been registered with the Competent Authority and
will not sub-contract any work to a contractor from such countries unless such
contractor is registered with the Competent Authority. I hereby certify that this
bidder fulfills all requirements in this regard and is eligible to be considered.
[Where applicable, evidence of valid registration by the Competent Authority shall
be attached].
11. I am aware that if the certificates given by the bidder in the tender documents
regarding compliance with order stated above is found to be false at any later
stage, this would be ground for the immediate termination and further legal action
in accordance with Law.

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part C

CERTIFICATE TO BE SUBMITTED BY THE BIDDER (ON COMPANY'S/FIRM'S LETTERHEAD)

Form 1

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date: -----S/o, D/o, w/o, ----- Resident of -----

- -----do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Company of India issued vide Notification No: 18-10/2017-IP dated 29.08.2018.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Company of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Company of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate is issued
3. Telecom Product/Services/Works for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of LC claimed
6. Name and contact details of the unit of the manufacturer
7. Sale Price of the product
8. Ex-Factory Price of the product
9. Freight, insurance and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
12. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
13. List and cost of inputs which are imported, directly or indirectly

For and on behalf of
(Name of firm/entity)
Authorized signatory
(To be duly authorized by the Board of Directors)

Section 6(D)

Near Relative Certificate

FORMAT

To:

The Assistant General Manager (MM),
BSNL BGTD, 5th Floor,
Telephone House, Rajbhavan Road,
Bangalore-560001.

Sir,

Sub: Near Relative Certificate

Ref: Tender Notification No. AGM (MM)/T-56/ SMPS Repair /2022-23/02 dtd. at
BG-01, the 15.01.2023

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

Definition of near relative:

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

Yours Truly,

(Signature with seal)

SECTION –VII A

For the BIDSECURITY/ 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 Principal General Manager, Bangalore Telecom
District, Bangalore (Hereafter referred to as BSNL BGTD) for participation in the tender of
work ofvide 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 BGTD 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 BGTD 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 BGTD 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 BGTD under or by virtue of the said Agreement have been fully paid

and its claims satisfied or discharged or till BSNL BGTD 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 BGTD that the BSNL BGTD 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 BGTD 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 BGTD or any indulgence by the BSNL BGTD 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 BGTD 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 BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Bangalore Telecom District, payable at Bangalore
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.....

SECTION –VII B

PERFORMANCE SECURITY GUARANTEE (Bond Form)

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

Dated:.....

Sub: Performance guarantee.

Whereas Principal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD) has issued an APO no. Dated/...../2023.... awarding the work of to M/s R/o (hereafter referred to as “Bidder”) and BSNL has asked him to submit a performance guarantee in favour of Principal General Manager, Bangalore Telecom District, Bangalore of Rs./- (hereafter referred to as “P.G. Amount”) valid up to/...../20.....(hereafter referred to as “Validity Date”)

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

2. We, “the Bank” do hereby undertake and assure to the BSNL BGTD that if in the opinion of the BSNL BGTD, 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 BGTD the said sum limited to P.G. Amount or such lesser amount as BSNL BGTD may demand without requiring BSNL BGTD 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 BGTD shall be conclusive as regards the liability of Bidder to pay to BSNL BGTD 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 BGTD 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 BGTD 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 BGTD against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL BGTD or any indulgence by BSNL BGTD 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 BGTD 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 BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of " BSNL Bangalore Telecom District, payable at Bangalore..
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:

SECTION -VII(C)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
[To reach AGM (MM) before date of bid opening]

To

ASSISTANT GENERAL MANAGER (MM),
O/O GENERAL MANAGER (NW-CFA),
V FLOOR, TELEPHONE HOUSE,
RAJ BHAVAN ROAD,
BANGALORE – 560 001.

Subject: Authorization for attending bid opening on(date)
In the Tender of

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

<u>Order of Preferences</u>	<u>Name</u>	<u>Specimen</u> <u>Signatures</u>
-----------------------------	-------------	--------------------------------------

I.

II.

Alternative
Representative

Signature of bidder Or
Officer authorized to sign the bid
Documents on behalf of the bidder

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

SECTION-8

Bidder's /Tenderer's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

.....

.....

Telephone No. Mobile No.

FAX No.

3. Address of place of Works/

Manufacture

.....

.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company. / (Tick the correct choice):

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

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

.....

.....

.....

7. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:
- (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address

.....
..... B)

Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....
.....

..... Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part A
BID FORM

Tender No. AGM (MM)/T-56/ SMPS Repair /2022-23/02 dtd. at BG-01, the 15.01.2023

To,
The Assistant General Manager (MM),
BSNL, Bangalore Telecom District,
5TH Floor, Telephone House,
Rajbhavan Road,, Bangalore – 560 001.

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged. We, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the Schedule of Prices attached herewith and made part of this Bid.
- 2) 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 subsequently extended period if any, agreed by us. The bid shall remain binding upon us to the aforesaid period.
- 4) We understand that you are not bound to accept the lowest or any bid, you may receive.
- 5) If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ **3%** of the Contract value for the due performance of the Contract
- 6) If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
- 7) Until a formal Work order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2023

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

SECTION-9 Part-B

Price Schedule

Sl. No.	Description of work	Quantity	Rate per Module * (₹)	GST	Total	Total amount (₹)	
						In Figures	In Words
1	2	3	4	5	6=(5*4+4)	7 = 6*3	
01	Repair of Faulty SMPS Modules of 25 Amp Including all spares	274 Nos.					
02	Repair of Faulty SMPS Modules of 50 Amp Including all spares	61 Nos.					
03	Repair of Faulty SMPS Modules of 100 Amp Including all spares	191 Nos.					
04	Repair of Faulty SMPS Modules of 125 Amp Including all spares	4 Nos.					
05	Repair of Faulty SMPS Modules of 200 Amp Including all spares	27 Nos.					

Note: Tenderer should submit the price offer in the prescribed Price Schedule only (Section Part B). Information given at other places will not be considered.

The above offer is final and I / we hereby undertake to strictly abide by all terms and conditions set forth in the Tender Notice No. AGM (MM)/T-56/ SMPS Repair /2022-23/02 dtd. at BG-01, the 15.01.2023

Station :

Signature of the Tenderer :

Date :

Name & Address:

ANNEXURE – 1

RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION

1. Vendor Name :
2. Vendor code (if available) :
3. Permanent Account Number (PAN) :
4. Particulars of Bank Account :
 - a. Name of the Bank :
 - b. Name of the Branch :
 - c. Branch Code :
 - d. City Name :
 - e. Branch Address :
 - f. Branch Telephone No. :
 - g. Bank Branch IFSC Code :
 - h. 9 Digit MICR Code :
 - i. Type of Account :
(S.B. Current or Cash credit specify code)
 - j. Account :
5. Vendor's E-mail Address :
6. Vendor's Authorised Signatory- Name :
7. Vendor's Contract person Name :

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: Authorised Signatory

BANK CERTIFICATE

We certify that ----- has an account with number ----- and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date:

Place: Signature and Name of the authorized official of Bank with Stamp

(NOTE: To be filled in the firm's Letter Head & kindly submit the original)

MANDATE FORM

----- (Name of the company) represented by Sri. -----
----- (with designation like Proprietor, CEO, MD etc.) hereby give our consent to
credit the settlement amount in r/o Work order No. ----- dated -----
for supply of ----- to O/o P.G.M., BG TD, consignee -----
----- paying authority ----- by way of
Electronic Clearance system or by Electronic fund transfer (as the case may be) to our Bank account No. -----
-----SB/CA, Bank branch -----MICR No. ----- Bank's Name -----
----- . IFSC Code-----

A copy of the cancelled / Photostat cheque leaf is enclosed.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, we would not hold user institution responsible. We agree to discharge the responsibility expected of us as a participant under the scheme.

Signature

(By Authorised Signatory)

With the Stamp and Seal of the Company

Date

No. AGM (MM)/T-56/ SMPS Repair /2022-23/02 dtd. at BG-01, the 15.01.2023

ANNEXURE - 2

PRE RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalore a sum of **Rs.40,000/-** towards the refund of EMD paid against this office Tender Notice
No. AGM (MM)/T-56/ SMPS Repair /2022-23/02 dtd. at BG-01, the 15.01.2023 R. No. Book
No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

PRE RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalore a sum of **Rs.40,000/-** towards the refund of EMD paid against this office Tender Notice
No. AGM (MM)/T-56/ SMPS Repair /2022-23/02 dtd. at BG-01, the 15.01.2023 R. No. Book
No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

Annexure-3

CERTIFICATE

(TO BE GIVEN IN CASE THE TENDER DOCUMENT IS DOWN LOADED FROM WEB)

The downloaded tender document as published at the website (www.bangaloretelecom.com) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Place :

Date :

Signature of the bidder
(Seal / Rubber stamp of the firm)

Annexure - 4
DEED OF INDEMNITY (on Rs 100 Stamp paper)

This **DEED OF INDEMNITY** is executed on this the, by

- a. <<**Name of the Bidder**>>, a company/ firm registered under the
(Applicable acts, as the case may be) (Hereinafter referred to as the **Bidder**) and having
its registered office at <<Address of the Bidder>> acting through << Authorized
Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the BSNL Office
(hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or
meaning thereof mean and be deemed to include its authorized representatives and permitted
assigns) **on the Other Part.**

WHEREAS

19. The Purchaser had invited bids *vide* their Tender Enquiry No.....(hereinafter
referred to as 'Tender') for the purpose
of.....
20. The Bidder had submitted its bid/ proposal dated ____ (hereinafter referred to as the 'Bid')
for the provision of such services in accordance with its proposal as set out in its Bid and in
accordance with the terms and conditions of the Tender.
21. The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed
of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance
with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss,
damages and claims from third parties or liabilities suffered by the Purchaser and directly
arising out of the following reasons:
- a. Any illegal or unauthorized use or in connection with any claim or proceedings relating
to any breach or violation of any permission/license terms by the Bidder or any of its
sub-contractor in the process of fulfillment of required obligations during contract
period.
- b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its
employees from and against any and all liabilities, damages, fines, penalties and cost
(including legal costs and disbursements) arising from:
1. Any breach of any statute, regulation, direction, orders or standards from any
Governmental body, Agency or regulator issued with respect to the product
/services being supplied/provided under this Tender.
 2. Any claim made by third parties arising out of the use of the services of BSNL
being provided using the equipment/services supplied under the Tender to the
extent these are attributable solely to the poor quality or non-compliance of the
products/services to the respective specifications.

3. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
- b. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
- c. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
- d. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
- e. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.
- f. This Deed of Indemnity declares that M/s-----
-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./ PSU/Public bodies/Municipalities/GST Authorities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having ongoing litigation or court cases pending.
- g. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be blacklisted / debarred for future works/contract with BSNL. Any such action shall however be without prejudice to BSNL's rights under the law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder>>

Witness 1:

Witness 2

ANNEXURE-5
PROFORMA OF POWER OF ATTORNEY
Non-Judicial Stamp
POWER OF ATTORNEY

Be it known all to whom it concerns that: -

1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address) _____ hereby appoint

Shri _____ s/o _____ residing at _____ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bangalore Telecom District, Bangalore in connection with their Tender Enquiry No.

_____ dated _____ for _____
_____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted
(Signature of Signatory of Tender Offer of the firm)

ATTESTED
Notary Public
(Signature with Official Seal)

OR
REGISTERED
Before

(SUB – REGISTRAR) (Of concerned State)

ANNEXURE 6

(In case of Sole Proprietorship Rs 100 stamp paper)

AFFIDAVIT

I, Smt/SriS/o..... is the
Sole Proprietor of the Firm M/s.....Located at No.
.....and is accountable to all
tax liabilities of the said firm.

Signature
Name of the Proprietor of the Firm & Seal

ATTESTED
Notary Public
(Signature with Official Seal)

OR

(SUB – REGISTRAR)
(Of concerned State)

Annexure-7

SERVICE REPORT OF REPAIR OF POWER PLANT/MODULES

Work Order No:..... dated.....

Sl.No	Description	Remarks
1	Name of the Exchange	
2.	Name of the Sub Division	
3.	Type of Power Plant	
4.	Capacity	
5.	Make / Manufacturer	
6.	Total Modules installed	
7.	Total Modules Working	
8.	Total Modules now Faulty	
9.	Present module SI No.	
10.	Date of Expiry of Manf.s Warranty	
11.	When last repaired by tenderer	
12.	What defect now noticed and reported by field officer	
13.	Defect detected by service Engineer	
14.	Components replaced if any	
15.	Date of repair	
16.	Date of end of present Warranty	
17.	Servo Stabilizer	Available/Not available/ Faulty
18.	Lightning Arresters	Available/Not available/Faulty
19.	MSEB Power Supply Condition	

The above module & Power Plant is Functioning Satisfactorily after attending the fault and faculty components are received

Inspection carried out after repair

For M/s Signature of the Service Engineer

Signature of Exchange in charge

Seal:

Copy to: - Exchange in-charge / Service Engineer of firm

Check List of Documents to be submitted

Sl No.	Documents	Submitted/ Not Submitted
1	Cost of the Tender Document (Scanned of DD to be enclosed.)	
2	Bid Security (EMD) (Scanned of DD to be enclosed.)	
3	Bid Form in Section 9 Part-A duly filled up and signed.	
4	NO Modification Certificate	
5	Tender document uploaded with digital signature (The downloaded tender document has to be uploaded under the digital signature.)	
6	Copy of Firm Registration Certificate	
7	Copy of Experience Certificate as per Eligibility Conditions.	
8	Annual Turnover for Assessment years 2020-21, 2021-22 and 2022-23	
9	Copy of Income Tax returns for Assessment years 2020-21, 2021-22 and 2022-23	
10	Copy of Certificate of Incorporation / Firm Registration Certificate	
11	Copy of Memorandum, of Articles and Association OR Partnership Deed OR Proprietorship Deed as the case may be	
12	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents.	
13	Copy of Board Resolution, authorizing a person for Executing power attorney in the name of person, who is signing the bid document. (In case of Company / Institution / Body Corporate)	
14	Copy of a List of all Board of Directors of the company (In Case of Limited Company)	
15	Copy of PAN CARD	
16	Copy of GST Certificate	
17	Near Relationship Certificate as per format available in Section 6 D (In case of Proprietorship firm Certificate to be given by the Proprietor, For Partnership firm, certificate to be given by all Partners and in case of Limited Company, Certificate to be given by all Directors of the Company.	
18	Duly filled Bidder's / Tenderer's Profile as per Section 8	
19	Declaration that the firm is not blacklisted	
20	Undertaking and Declaration as per Section-6 Part A,B & C duly filled up and signed	
21	All Proformas and Annexures shall be duly signed by the bidder	
22	Indemnity Bond Declaration as per Annexure - IV	

All the above documents have to be scanned and uploaded in the portal pl.