



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)
Office of the General Manager, Telecom District,
HAZARIBAG

TENDER DOCUMENT FOR REPAIRS OF SMPS TYPE POWER PLANTS
MODULES IN HAZARIBAG

(Kindly read instructions inside carefully. Any omission may render your tender to rejection.)

SALE OF TENDER DOCUMENT FROM 29/01/2007 TO 19/02/2007 ON ALL
WORKING DAYS BETWEEN 11:00HRS.
TO 15.00 HRS.

LAST DATE OF SUBMISSION OF
TENDER DOCUMENTS UP TO 15.00 HRS. ON OR BEFORE 20/02/2007
IN THE TENDER BOX KEPT IN THE OFFICE
CHAMBER OF THE DE (A&P), O/O GMTD,
HAZARIABG

DATE OF OPENING OF TENDER AT 15.30 HRS. ON 20/02/2007

TENDER FORM NO.

COST OF TENDER DOCUMENT- Rs. 1,000/-(One thousand) **ONLY**

ISSUED TO
.....
.....
.....

PAYMENT PARTICULARS : Paid Rs. 1,000/-(One thousand) Only vide ACG -67 Receipt

No./ D.D. No.....dated.....

DATE OF ISSUE : .../.../.....

S.D.E.(Plg)
O/o G.M.T.D., Hazaribag.

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BHARAT SANCHAR NIGAM LIMITED
HAZARIBAG TELCOME
(A Government of India Enterprise)

Section I
Notice Inviting Tender

NIT No: GMTD-HZB/Tender/Repair/PP/06-07/12 Dated at Hazaribag 25/01/2007

Properly sealed tenders (Sealing Wax/PVC tape are invited for and on behalf of **Bharat Sanchar Nigam Limited HAZARIBAG** from manufacturers/ reputed experience organisations for repairing of SMPS Power Plants faulty Modules of Hazaribag SSA.

- 1 Name of work Repairing of 25 AMP/50 Amp/100 AMP/ Power Plant faulty Modules for HAZARIBAG SSA
- 2 Area of Contract HAZARIBAG SSA (revenue District Hazaribag, Chatra, Koderma & Giridih).
- 3 The Contractor should have Experience in repairing Power Plant Modules in BSNL/MTNL/DOT/ Railways/Govt Dep./Govt. PSUs for at least, 100 modules in last two years. Experience certificate issued by an officer not below the rank of Divisional engineer should be enclosed with the tender.

Tender No	Area of Works	Cost of Tender Document (RS.)
GMTD-HZB/ Tender/Repair/PP/ 06-07	Repairing of 25 AMP/50 Amp/ 100 Amp Power Plant Faulty Modules for HAZARIBAG SSA	1000/-

4 The module wise estimated cost of the tenders are as follows:-

S.No.	Type of Modules	Estimated Cost	E.M.D.
(i)	100 Amp	Rs. 25,00,000/-	Rs. 62,570/-
(ii)	50 Amp	Rs. 6,00,000/-	Rs. 15,000/-
(iii)	25 Amp	Rs. 6,00,000/-	Rs. 15,000/-
	Total	Rs. 37,00,000/-	Rs. 92,500/-

5. Mode of receipt of tender form: -

- (a) Tender document can be purchased fro S.D.E. (Plg), O/o G.M.T.D., Hazaribag by paying cost of bid document through ACG – 67 receipt or D/D issued from any scheduled bank drawn in favour of Sr. Accounts Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag.

OR

The tender document may also be down loaded from website www.jharkhand.bsnl.co.in. In that case the cost of tender document in the form of demand draft (as stated above) issued within the issuing dates of sale of tender document must be submitted alongwith the sealed tender.

- (b) Tender paper will be issued to those contractors after producing following documents:-
(i) Valid Registration of firm (ii) work experience certificate for repairing of at least 100 nos. SMPS power plant faulty modules during two financial years 2004-05, 2005-06. Certificate must have been issued by the officer not below the rank of STS officer. (iii) Payment certificate from DDO concern of **Rs. 10 Lacs** in any five years (taken together) in the field of repairing of faulty Power Plant Modules. (iv) Income Tax PAN no. (v) Up to date Service Tax clearance certificate.

No tender document will be issued to those contractors whose solvency certificate has been found false/bid security has been forfeited earlier in the department and black listed at any other offices/PSUs.

- 6 The cost of tender document is non-refundable and tender document is non-transferable.
- 7 Tender may be submitted for repairing of all types of modules or for any type of modules as per discretion of the tenderer as at Sl. No. (4) above.
- 8 The tenderer is exempted from EMD if his unit is registered by NSIC for repair of SMPS units, and in such a case they have to submit details of their registration with NSIC (as per BSNL guidelines).

- 9 **Bid security:** - Bid security for tendered modules as applicable as mentioned on Sl. No. (4) should be paid in the form of Demand Draft issued by a scheduled bank, drawn in favour of Sr. Account Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag.
- 10 Sale of tender documents : Between 10.00 hours to 13.00 hours from 29/01/2007 to 19/02/2007 on all working days.
11. Time and last date of submission of bid Upto 15:.00 hours on or before 20/02/2007 in the tender box kept in the chamber DE (A&P), O/o GMTD, BSNL, Hazaribag
12. Date and Time of opening of qualifying bid at 15:.30 hours on 20/02/2007
- 13 The tender should be accomplished with
- (i) The requisite amount of E.M.D. as applicable for repairing of selected/tendered modules as mentioned at Sl.No. (4) in the form of D.Ds./B.Cs. issued from any scheduled bank drawn in favour of Sr. AO (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag. The tender received without E.M.D. shall be summarily rejected. .
 - (ii) Cost of bid if downloaded from website as stated at Sl. No. 5 (b). The tender without cost of bid, if downloaded from website, shall be summarily rejected.
 - (iii) Registration and incorporation particulars of the firm.
 - (iv) Partner ship deed, in case of partnership firm.
 - (v) Articles of association, in case of Pvt. Ltd. Co.
 - (vi) Income Tax PAN No.
 - (vii) Up to date service Tax clearance certificate issued by competent authority.
 - (viii) Experience certificate issued by STS level officer of BSNL/MTNL/DOT/ Railways/Govt Dep./Govt. PSUs for repairing of 100 nos. faulty power plant modules during the last two financial years 2004-05 & 2005-06 (taken together).
 - (ix) Payment certificate issued by D.D.O. concern of BSNL/MTNL/DOT for Rs. 10 Lacs in the field of repairing of SMPS Power Plant modules in any five years taken together.
- The documents mentioned at Sl. No. (iii) to (ix) should be attested by Gazeted officer.
14. The tender, which is not accompanied by the requisite bid security shall be summarily rejected. Tender will not be accepted/ received after expiry date and time.
15. Tender received through post will not be accepted.
16. The G.M.T.D. Hazaribag reserves the right to reject any or all tenders without assigning any reason whatsoever. He also reserves the right to award work to more than one contractor/manufacturer according to norms and to increase/ decrease the quantum of work as per requirements.
17. Other terms & conditions are available in Bid Document.
18. Details are also available on website www.jharkhand.bsnl.co.in
19. **Period of Contract: One year** from the date of agreement (unless otherwise specified) or completion of work put to tender, whichever is earlier. However, it may be extended for a further period of one year unilaterally as per discretion of GMTD, Hazaribag at the same terms, conditions and rates& no variation in the rates shall be allowed during its currency/extended period of the contract.

DE (A & P)
O/o GMTD, BSNL, HAZARIBAG

Section II

BID FORM

Tender No: GMTD/HZB/Tender/Repair/PP/06-07/12

Date at Hazaribag : 25/01/2007

To,
GMTD, BSNL HAZARIBAG

Dear Sir,

Having examined the terms of contract and specifications, I/we, undersigned, offer to execute the work of _____ in conformity with conditions of contract and specifications as may be ascertained in accordance with schedule of prices attached herewith and made part of this bid.

I/We undertake, if my/our bid is accepted, I/we will execute the work in accordance with specifications, time limits & terms & conditions stipulated in the tender document.

If my/our bid is accepted, I/we shall submit the securities as per conditions mentioned in the contract.

I/We agree to abide by this bid for a period of 180 days from the date fixed for bid opening (Qualifying bid) and shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequently alteration and replacement.

Dated this.....day of2007

Witness.....

Address.....

Signature.....

Section III

TENDERER'S PROFILE

Passport size photograph of the tenderer/ authorized signatory holding power of Attorney

General:

- 1 Name of the tenderer/firm.....
- 2 Name of the person submitting the tender whose photograph is affixed
Shri/Smt.....

(In case of Proprietary/Partnership firms, the tender has to be signed by Proprietor/authorised signatory only, as the case may be.)
3. Address of the firm

.....
.....
.....
- 4 Telegraphic address.....
.....
.....
- 5 Tel. No. (with STD code) (O) (Fax)
(R) (Mobile)
- 6 Registration & Incorporation particulars of the firm.
6.1 Proprietorship
6.2 Partnership
6.3 Pvt. Limited
6.4 Public Limited
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law.)
- 7 Name of proprietor/partners/directors
- 8 Tenderers bank particulars
(i) Name of Bank
- (ii) Branch and its Code
- (iii) Accounts no(s).....
- 9 Permanent Income Tax Account Number, Income Tax Circle
.....
(Please attach a copy of last Income Tax return)
10. Infrastructural capabilities providing:-
(i) No. of Technicians
- (ii) no. of other staffs
- (iii) Details of testing equipments:-
1.
2.
3.

- 4.
- 5.
- 11. Capability for repairing of faulty modules per day:-
 - (i) 25 Amp
 - (ii) 50 Amp
 - (iii) 100 Amp

I/We hereby declare that the information furnished above is true and correct.

Signature

Place

Date:

Name/Designation/Capacity in which signed

SECTION-IV**INSTRUCTION TO BIDDER****A. INTRODUCTION****1. DEFINATIONS**

- a. GMTD HAZARIBAG means the head of HAZARIBAG SSA (GMTD) and his successor.
- b. The jurisdiction of GMTD HAZARIBAG: The jurisdiction of GMTD HAZARIBAG means Telecom District HAZARIBAG consisting of Hazaribag, Giridih, Koderma and Chatra revenue districts.
- c. Representative of GMTD HAZARIBAG: Representative of GMTD HAZARIBAG means officer and staff for the time being in “Telecom District HAZARIBAG” deputed by the GMTD HAZARIBAG for inspecting of supervising the work or testing etc.
- d. Engineer in charge: The Engineer in charge means the engineering officer nominated by GMTD HAZARIBAG to supervise the work, under the contract. (Minimum Divisional Engineer level officer)
- e. Site Engineer: Site Engineer shall means SDE of the BSNL HAZARIBAG who may placed by the GMTD HAZARIBAG , as in-charge of the work at site , at any particular period of time.
- f. Contract: The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the contractor, together with the documents referred to therein in including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression work of work shall unless there be something either in the subject of context repugnant to such construction, be construed and taken to mean the work by of by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- g. Contractor: The contractor shall mean the individual, firm or company, whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm of company of the successor of such firm or company and the permitted assignees of such individual, firm or company.
- h. Work: The expression “Work” shall unless there be something either in the subject or context repugnant to such construction is construct and taken to mean the works by or virtue of the contract to be executed whether temporary or permanent and whether original altered, substituted of additional.
- i. Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) of rates mentioned in the document (if any)
- j. Site: The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land.
- k. Normal time of stipulated time: Normal time or stipulated time means time specified in the work order to complete the work
- l. The Contractors whose near relatives are working in this SSA will not be allowed to participate in this Tender. The near relatives for this purpose are defined as follows:-
- a) Member of a HUF
 - b) Husband & Wife
 - c) The one is related to the other as Father, Mother, son, Sons Wife, Daughter, Daughters Husband, Brother, Brothers Wife, Sister, Sisters Husband etc.
- m. Extension of Time: Extension of time means the time granted by BSNL to complete the work beyond the normal time or stipulated time.
- n.. Date of commencement of work: Date of commencement of work means the date of actual commencement of work 7th day from the date of issue of work order, whichever is earlier.
- o. Due date of completion of work: Due date of completion of work of completion shall be the date by which the work shall be completed at site including clearance of site.
- p. Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.

- q. Excepted risk: Excepted risk are risk due to war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, revaluation, insurrection, military or usurped power, any act of Government damage from aircraft, act of God, such as earthquake, lightning a unprecedented flood and other causes over which the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of part of the work, in respect of which a certificate of completion has been issued.

2 **ELIGIBILITY OF BIDDERS :-The invitation of bid is open to all eligible contractors as per their eligibility mentioned in NIT of this tender document.**

B: THE BID DOCUMENTS

3. The bid document consist of,

3.1 Qualifying Bid:

Section I	Notice inviting Tender
Section II	Bid form
Section III	Tenderers Profile
Section IV	Instruction to bidder
Section V	General (Commercial) condition of contract
Section VI	Special conditions of contract
Section VII	Scope of work
Section VIII	Declaration
Section IX	Agreement (format)
Section X	Letter of authorization for attending bid opening
Section XI	List of documents to be submitted along with the qualifying bid in accordance with NIT term (13)

3.2 Financial Bid

Section XII	Financial Bid
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3.3 The bidder is expected to examine all instruction, forms, terms & specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

4. **QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Document shall notify the Department in writing or by fax or Cable at the department's mailing address indicated in the invitation of Bids. The department shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date fro the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the department shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the Department will form part of the bid documents.

5. **AMENDMENT OF BID DOCUMENTS :**

5.1 At any time, prior to the date for submission of bids, the department may, for any reason whether *suo motto* or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the department and these amendments will be binding on them.

- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the department may, at its discretion, extend the deadline for the submission/opening of bids suitably.

C: PREPARATION OF BIDS

6 COST OF BIDDING

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

7 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- 7.1 Bid Security in accordance to clause no 8.
- 7.2 The tenderer should have repaired at least 100 faulty SMPS power plant modules equipments during two financial years 2004-05, 2005-06. Tenderer should be ready for repair of any make of SMPS modules. If not so, then the tenderer should clearly mention that which type of power plant they will repair. **Experience certificate issued by an officer not below the rank of divisional Engineer as stated in NIT**
- 7.3 Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- 7.4 The registration of the firm. Authenticated copy of partnership deed, incase of partnership firm. And incorporation particulars, as the case may be.
- 7.5 Original "Power of Attorney" in case of person other then tenderer has signed the tender documents.
- 7.6 Tenderer/contractor must have office in any where in Jharkhand. However, contractor/tenderer must have to establish one office/repair centre in Hazaribag after finalisation of tender and within 30 days of agreement.

8 BID SECURITY:

- 8.1 The bidder shall furnish, as a part of his bid, a security (EMD) for an amount as mentioned in NIT. No interest shall be paid by BSNL for the bid security for any period, what so ever.
- 8.2 The bid security is required to protect BSNL against the risk of bidder conduct, which would warrant the security forfeiture, pursuant to para 8.6
- 8.3 The security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Sr. Accounts officer (Cash) o/o GMTD, BSNL, HAZARIBAG payable at HAZARIBAG.
- 8.4 The bid not secured in accordance with para 8.1 & 8.3 shall be rejected by BSNL as non responsive.
- 8.5 The bid security of unsuccessful bidder will be refunded as promptly as possible but not later after the expiry of the period of the bid validity prescribed in bid document.

8.6 The bid security shall be forfeited.

- 8.6.1 If the bidder withdraws his bid during the period of bid validity specified in the bid document or,
- 8.6.2 If the bidder makes any modification in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL or
- 8.6.3 If the documents submitted by bidders are found to be false/forged at any stage or
- 8.6.4 In case of successful bidder, if the bidder fails:
- i) To sign the agreement in accordance with clause 25
 - ii) To deposit S.D. money within 10 days of receipt of letter of intent.
 - iii) To submit EPF number, E-Payment account number and labour license as stated on Sl. No. 25.3
- 8.6.5 In case of successful bidder, if bidder fails to sign the agreement/ perform the agreement within the stipulated period.
- 8.6.6 If the bidder fails to deposit all the documents required alongwith the bid.

9 BID PRICES

- 9.1 The bidder shall quote total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of material to be supplied and inclusive of all taxes, and levies in case of work to be executed, the contractor shall be responsible for transporting the material, to be supplied by BSNL, or otherwise to execute the work under the contract, to site at his/their own cost. The cost of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable in this accounts..
- 9.2 The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account. A bid submitted with adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 Discounts, if any, offered by the bidder shall not be considered unless they are specifically indicated in the scheduled of rates (financial bid). Bidders desiring to offer discount shall therefore modify there offer suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account.

10 PERIOD OF VALIDITY OF BID

- 10.1 Bid shall remain valid for 180 days from the date of opening of the bid (qualifying bid).

11 SIGNING OF BID

- 11.1 The bidder shall submit, as part of his bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the work to be executed by the bidder under the contract. (Note: The bidder is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)
- 11.2 The bid shall contain no inter – lineation, erasures of overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

D SUBMISSION OF BIDS**12 METHOD OF PREPRATION OF BID**

- 12.1 The bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following

Envelop	Marked on the cover	Contents of envelopes
First	Bid Security	Containing bid security as per clause 8, and DD towards the cost of tender Document if the document is downloaded from the website.
Second	Qualifying Bid	Containing documents as per clause 7 except bid security.
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format.

On all these envelopes the name of the firm and whether “Bid security” OR “Qualifying” OR “Financial” bid must be clearly mentioned and should be properly sealed (with sealing wax/PVC tape). These envelopes are to be placed in outer envelope properly sealed (with sealing wax/PVC tape). The tenders, which are not submitted in above, mentioned manner shall be summarily rejected.

- 12.2 The bidder will be bounded by all terms, conditions & specifications as detailed in the tender documents.
- 12.3 **Any tender with conditions other then those specified in the tender is liable to be summarily rejected**, No modification by the contractor in any of the condition will be permitted after the tender is opened.

13 SUBMISSION OF BID

- 13.1 Tenders should be dropped in person in the tender box placed in the chamber of DE (A&P) o/o GMTD, New Telephone Exchange, HAZARIBAG 825 301 up to 13.00 Hrs of as mentioned in NIT. The tender is to insure the delivery of bids at the correct address.. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by GMTD HAZARIBAG or by any of the

subordinates or will not be allowed to be deposited in the tender box tender received through post will not be accepted.

- 13.2 **Opening:** whenever it is considered necessary to postpone the opening date of tender, quick decision will be taken, the reason for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in newspapers in which original NITs have been published. If the date of submission of bids is declared as holyday, the bids will be opened on the next working date at the same time and venue; other dates will be correspondingly modified.
- 13.3 BSNL if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification the bid will be opened on next working day, time and venue remaining unaltered.

14 LATE BIDS

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender in sealed tender box.

15 MODIFICATION AND WITHDRAWAL OF BID

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that, the intimation is deposited by the bidder in a properly sealed envelop (with sealing wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing the tender.
- 15.2 No bid shall be modified subsequently to the deadline for submission of bids.

E BID OPENING AND EVALUATION

16 OPENING OF BID BY BSNL HAZARIBAG

- 16.1 BSNL shall open the bid in the presence of bidders or their authorized representative who choose to attend, at 15.30 Hrs on the due date. The bidders representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening. (A format is given in Tender Document a-Annexure IX)
- 16.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The bid shall be opened in the following manner.
- 16.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bid shall count the numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- 16.3.2 The envelopes containing the tender offer and not properly sealed, as required vide para 12.1, shall not be opened and shall be rejected outright. **Closing the cover by gum will not be treated as sealed cover.** The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- 16.3.3 First the outer envelope containing the three envelopes will be opened. The bid opening committee shall initial on all three inner envelopes with date.
- 16.3.4 Among the three envelopes, the envelopes marked "BID SECURITY" shall be opened first and examined.
- 16.3.5 The bidder who have submitted proper bid security as per tender document, their "QUALIFYING/TECHNICAL BID" shall be opened and papers/documents submitted by the bidder Shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- 16.3.6 After recording of the "QUALIFYING BID" the TOC will place all the financial bids submitted by the bidder, in an envelope and will seal it with wax/PVC tape for keeping in safe custody.
- 16.4 The financial bid shall be opened in following manner.
- 16.4.2 The envelopes marked "**FINANCIAL BID**" will be opened only for qualified tenders in "**QUALIFYING/ TECHNICAL BID**"
- 16.4.3 The date and time of opening of "financial bid" shall be conveyed to all the bidders who have qualified in qualifying bid and their representative shall be allowed to attend the financial bid opening.

- 16.4.4 After opening the “Financial Bid” the bidder name, bid price, modification, bid withdrawals and such other details as BSNL, as its discretion, may consider appropriate: will be announced at the opening.
- 16.4.5 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

17 CLARIFICATION OF BIDS BY BSNL

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

18 PRELIMINARY EVALUATION

- 18.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2 If there is discrepancy between words and figures, the amount in words shall prevail. **If the bidder does not accept the correction of the errors, his bid shall be rejected.**
- 18.3 Prior to the detailed evaluation, pursuant to clause 19, BSNL will determine the substantive responsiveness of each bid to the bid document. For purpose of these clauses, a substantially responsive bid is one, which confirm to all the terms and conditions of the bids documents without deviation, BSNL determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.4 **A bid, determined as substantively non-responsive, will be rejected by BSNL, and shall not subsequently to the bids opening, be made responsive, by the bidder, by correction of the non-conformity.**
- 18.5 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver, does not prejudice or affect the ranking of the bidder.

19 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 19.1 BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18. The evaluation and comparison of responsive bids shall be made by addition of rates quoted for both the modules, in Financial Bid.

20 CONTACTION BSNL

- 20.1 No bidder shall try to influence BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 20.2 Any effort by the bidder to modify his bid or influence BSNL in the bid evaluation, bid comparison or the contract awarded decision shall result in the rejection of the bid.

21 AWARD OF CONTRACT

- 21.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 21.2 The work against the tender is for one year’s requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor.
- 21.3 The work will be awarded to two contractors. The quantum of the work allotted to two bidders will be as per BSNL rule. However, number of contractor may increased or decreased by GMTD, Hazaribag due to unavoidable circumstances

22 BSNL’s RIGHT TO VARY QUANTUM OF WORK

BSNL at the time of award of work under the contract, reserves the right to decrease or increase the work, as required, of the total quantum of work specified in the tender document without any change in the rate or other terms and conditions.

23 BSNL’s RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL reserves the right to accept or reject any bid to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the ground for BSNL action.

24 ISSUE OF LETTER OF INTENT

- 24.1 The issue of letter of intent shall constitute the intention of BSNL to enter into the contract with the bidder. Letter of Intent will be issued as offer to the successful bidder.
- 24.2 The bidder shall within 7 days of issue of letter of intent, give his acceptance along with performance security in conformity with clause 5 of Section III, provided in the bid document.

25 SIGNING OF AGREEMENT

- 25.1 The signing of agreement shall constitute the award of contract on the bidder. The successful bidder will have to turn up for signing/the agreement within a week of receipt of intent letter.
- 25.2 As soon as the tender is approved by the competent authority, the Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted into the security deposit money.
- 25.3 After execution of agreement the tenderer will have to submit the following papers within 15 (fifteen) days.
(I) Labour License issued by competent authority (Central Govt.).
(II) Personal A/C no. of E-Payment
(III) Valid registration of EPF from Regional Provident Fund Commissioner.

- 26 Period of contract:- One year from the date of agreement (unless otherwise specified) or completion of work put to tender, whichever is earlier. However, it may be extended for a further period of one year unilaterally as per discretion of GMTD, Hazaribag at the same terms, conditions and rates& no variation in the rates shall be allowed during its currency/extended period of the contract**

27 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 24.2 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, BSNL may make award to any other bidder at the discretion of BSNL or call for new bid.

28. Warranty of repaired modules:-

- 28.1 The repaired modules should warrant for a period of 06 (six) months from the date of handing over of repaired modules to BSNL. In case of any defects caused in repaired modules during the warranty period, the defects will be rectified by contractor without any extra payment.
- 28.2 Time taken in repairing the card went faulty during warranty period will not be considered as warranty period.

Section V

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1 APPLICATION

The general condition shall apply in contract made by BSNL for the execution of tendered work.

2 STANDARD

The work to be executed under the contract shall conform to the standards prescribed by BSNL.

3 PRICES

3.1 The offered rates should be inclusive of Taxes, Levies, Duties, Transportation charges, Labour Charges Spare parts, Components, Equipments, accessories, etc as required

3.2 Prices charged by the contractor for the works performed under the contract shall not be higher from the price quoted by the contractor in his bid.

3.3 Price once fixed will remain valid for the period of contract, Increase and decrease of taxes/duties will not affect the price during this period.

4 SUBCONTRACT

The contract shall not assign, sub contract or subject the whole or any part of the work covered by to contract, under any circumstances. Filing which the contract will be terminated.

5 PERFORMANCE SECURITY

5.1 The successful tenderer will have to submit performance security at the rate of 10% of awarded works value in the form of D.Ds. issued from any scheduled bank in favour of Sr. AO (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag.

5.2 The EMD of the successful bidders will compulsory be converted in the Performance Security Deposit.

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

5.4 The performance security deposit shall be refunded **after 6 months** from the date of expiry of Contract or last work executed, which ever is latter, provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.

5.5 **No interest will be paid to the contractor on security deposit.**

6. ISSUE OF WORK ORDER AND TIME LIMIT

6.1 SDE/SDO authorised by GMTD, Hazaribag will be the over all in-charge of the work.

6.2 The work orders shall be issued by concerned DET of that area.

6.3 Contractor has to collect the faulty modules from SDE in-charge of exchanges within 48 Hrs of reporting. Contractor has to deliver the repaired modules to the SDE in charge of exchange within 7 Days of his receipt.

6.4 BSNL reserves the right to cancel or modify the scope of work stipulated to be carried our against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at required pace.

7 PAYMENT TERMS

(i) Contractor has to produce the bill of the completed work to related SDE in charge. He (related SDE) will forward the bill only after issuing satisfactory working certificate to the DE related for checking & signing the certificate. The filed unit must produce the required certificate within 15 days of receipt of the repaired modules & forward the bill to DE (A&P), O/o GMTD, HAZARIBAG for onward action. The contractor has to declare his Bank A/c No. against which A/c Payee cheque shall be issued by Sr. AO (Cash).

(ii) Payment of bill will be done after deduction of applicable Income Tax/Surcharge and any other and any other deduction caused by contractor due to breach of tender terms.

8 PENALTY CLAUSE

As specified in clauses 4 of Section VII of Tender Document.

9. Rescission/termination of contract**9.1 Circumstances for rescission of contract:**

Under the following condition the competent authority may rescind the contract:

- a. If the contractor commits breach of any item of terms & conditions of the contract.
- b. If the contractor suspends or abandons the execution of work and the engineer-in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by the date.
- c. If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

9.2 **Upon recession of the contract**, the security of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under.

9.3 Termination for Insolvency:

- 9.3.1 BSNL may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt otherwise insolvent as declared by competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to BSNL.

9.4 Optional termination by BSNL (other than due default of the contractor):

- 9.4.1 BSNL may, at any time, at its option cancel and terminate the contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.

10 INDEMNITIES

10.1 The contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protect to pay to BSNL any and all losses and damages and costs (inclusive between attorney and client) and all cost incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expenses and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to the property resulting from or arising our of or in any way connected to or incidental with the operations caused by the contract documents. In addition the contractor shall reimburse BSNL or pay to the Government forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against BSNL, arising out of or incidental to or in connection with the operation covered by the contractor.

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

11 FORCE MAJEURE

11.1 If any time, during continuation of the contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (Herein after referred to as event) 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 be reasons of such event be entitled to terminate this contract nor shall either party have any such claims for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that is the performance, in whole or part of any obligations under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

11.2 Provided also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and exchanges in the course of

execution of the contract, in possession of the contractor at the time of such termination of such portion thereof as BSNL may deem fit excepting such material bought out components and exchanges as the contract may with the concurrence of BSNL elect to retain.

12 ARBITRATION

- 12.1 In the event of any question, disputes or differences arising under this agreement or in connection there-with excepts as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, BSNL, Jharkhand or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in additions to the functions of Chief General Manager, BSNL, Jharkhand or by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the Chief General Manager Jharkhand or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint the 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 the course in his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever such Chief General Manager or the said officer shall appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 12.2 The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the rules made there under, and modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 12.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, BSNL, Jharkhand or such other places as the arbitrator may decide. The following procedure should be followed.
- 12.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 12.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.
- 12.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other part.
- 12.3.4 The onus of establishing his claim will be left to the contractor.
- 12.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 12.3.6 The “point of defence” will be based on actual conditions of the contract.
- 12.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 12.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “point of defence”.
- 12.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

13 SET OFF

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

14. Labour Laws:-

- 14.1 The contract shall comply with the provisions of the payment of wages Act 1936. Minimum wages Act 1948, Employees liability Act 1938. Workmen’s (Regulation and Abolition) Act 1970 or the modifications thereof or any other labour law relating thereto and the rules made there under from time to time. He shall also indemnify the Nigam against any payments to be made for due observance of the said laws. The workman being employed by the contractor shall have no claim for regular employment in BSNL.

- 14.2** The contractor shall be responsible for any losses/damages etc that may have occurred during execution of work and shall pay compensation to this their workmen payable under Workmen's Compensation Act 1923 (VII) for injuries caused to the workmen. If such compensation is paid by the Nigam as a Principal Employer under sub section (i) of section 12 of the same Act on behalf of the contractor, it shall be recovered by the Nigam from the contractor under section (ii) bid from security deposit or any other due payable by the Nigam to the contractor on any account.
- 15. Labour License:-**
The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 before the commencement of work and continue to have a valid license during the currency of the contract. Any failure to fulfill this requirement shall attract the penal provisions of this of contract arising out of the resultant non execution of the work. It should be submitted within fifteen (15) days after execution of agreement.

SECTION VI**SPECIAL CONDITION OF CONTRACT****1. GENERAL:**

- 1.1 The work shall be accepted only after testing carried out by BSNL field units designated by GMTD, HAZARIBAG as per prescribed schedule and work / material passing the test successfully.
- 1.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with BSNL.
- 1.3 BSNL reserves the rights the fights to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 BSNL reserve the right to counter offers price(s) against price(s) quoted by any bidder.
- 1.5 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 amendment of relevant clauses of the bid documents.
- 1.6 Tender will be evaluated as a single package of all the terms given in the price schedule.
- 1.7 No official of Gazette rank or other Gazette officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as contractor for a period of two years after his retirement from Government service without the previous permission of Government of India this contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.8 In the event of the contractor's being adjusted insolvent or going voluntary into liquidation of having received order of other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntary or otherwise, of in the event of the contractor failing to company with any of the conditions herein specified, The **GMTD HAZARIBAG**, shall have the power to terminate the contract without any notice.
- 1.9 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the **GMTD HAZARIBAG** on behalf of **Bharat Sanchar Nigam Limited** can terminate the contract without compensation to the contractor. However **GMTD HAZARIBAG**, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, incase of his death. In this regard the decision of GMTD HAZARIBAG shall be the final.
- 1.10 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- 1.11 **Interpretation of the contract document:**
- 1.11.1 The representative of GMTD HAZARIBAG and the contractor shall in so far as possible by mutual consultation try to decide upon the meaning and intent of the contract document; in case of disagreement the mattes shall be referred to GMTD HAZARIBAG whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor of all the contractor's representative to thoroughly familiarize all of supervisory personnel with the contents of all the contract document
- 1.12 **Notification:**
The contractor shall give in writing to the proper person of authority with a copy to the Designated Officer by BSNL HAZARIBAG such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notice shall be give sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved advised of the progress of operations through out of performance of the work and / or with such other information and / or supporting figure and data as may from time to time as directed or required.

1. **QUALITY OF WORK:**

BSNL shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity of failure to enforce compliance with the contract documents by BSNL and / or its representative shall not manifest a change or intent of waive, the intention being that, not withstanding the same the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The representative of GMTD HAZARIBAG has to right to prohibit the use of men and any tools, material and equipment, which in his opinion do not produce work or performance, meet the requirement of the contract documents.

2. **TAXES AND DUTIES:**

Contractor shall pay all rates, levies fees royalties, taxes and duties payable or arising from out of by virtue of or in connection with and / or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and / or in respect of the work or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified BSNL from and against the same or any default by the contractor in the payment thereof.

4 **TOOLS AND PLANTS**

The contractor shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of work.

Section VII**SCOPE OF WORK**

- 1 Contractor has to collect the faulty modules from related exchanges within 48 Hrs of reporting under receipt.
- 2 Contractor has to deliver the repaired modules to related exchange within 15 Days of its receipt.
- 3 Repaired modules will be under warranty for six months from the date of receipt in exchanges after repair. No payment will be made for repairs of such modules found faulty in the warrantee period.
4. (a) In case to the successful tenderer fails to follow the term & condition set herein or fails to repair the SMPS Power Plants in the professional manner, a penalty of Rs. 2000/- each module will be imposed and recovered from the successive bills of the tenderer.

(b) In case instrument(s) are damaged while repairing tenderer shall be responsible to pay the original cost of the equipment(s) or make the damage good by replacement. If the tenderer fails to good the damages caused, a penalty equivalent to cost of equipment(s) will be imposed and recovered from the successive bills of the tenderer

(c) In case the tenderer fails to deliver the repaired equipment(s) within 1 (one) week, the security despot shall stand forfeited and the cost of all equipment(s) given for repairs shall be recovered. In addition the tenderer may be black listed not debarred form further tender.
- 5 All faulty modules given by Hazaribag Telecom District have to be repaired by the contractor. In no case 0.5% of the total no of modules will be declared RNP by the contractor, and contractor has to provide certificate regarding RNP modules.
7. The tenderer should give only one rate for repair irrespective of the make of Power Plant.
- 6 The offered rates should be inclusive of Taxes, Levies, Duties, Transportation charges, Labour Charges Spare parts, Components, Equipments, accessories, etc as required.
- 7 Contractor has to make his own arrangement at his own cost for meters, equipment for testing and repairing of the modules.
- 8 Time taken in repairing the card went faulty during warranty period will not be considered as warranty period.
- 9 The contractor will not utilize the components/PCB of existing module to repair the other module. Failing which the contract will be terminated.

Section - VIII

Declaration

(To be executed on Rs 20/- stamp paper by the tenderer)

I/We declare:-

1. That I or any of my partner am/is neither working in any capacity in Hazaribag Telecom District or any where in the Department of Telecommunications including MTN/BSNL nor am/is removed/dismissed from service of DOT/MTNL/BSNL.
2. That none of my near relatives are working in any capacity in Hazaribag Telecom District or any where in the Department of Telecommunication/BSNL including MTNL nor am/is removed/dismissed from service of DOT/BSNL/MTNL.

OR

The details of my near relatives working in DOT/MTNL are as under:-

SR	Name and address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm. I shall abide by the conditions of the contract and shall bring any change to the knowledge of the GMTD, Hazaribag immediately.
4. (i) That I/We shall intimate the names of persons working in DOT/BSNL/MTNL related to our employees who are working with me/us in any capacity or are subsequently employed by me/us.
(ii) That none of employees is a removed/dismissed employee of ether any unit of DOT/BSNL/MTNL.
5. That I/we am/are aware that any breach of the condition would render that contract liable for termination along with cancellation of any either existing contracts or forfeiting of my/our Ernest Money Deposit/Security Deposit held by the GMTD, Hazaribag.
6. If at any time, it is found that the information given in the above section is incorrect/incomplete the contract is liable to be terminated without assigning any reasons and SD shall be forfeited any legal and legal action shall be initiated without any prejudice in the rights of the BSNL to debar the firm entering into future contracts.

Place/Date:

Sign.....

Name

Capacity in which as signed

Note :- The terms relatives is defined in Clause 2 (i)

Section IX**AGREEMENT**

This agreement made on this _____ day of **(month)** _____ **(Year)** _____ between M/S _____ herein after called "The contractor" (which expression shall Unless excluded by or repugnant to the context, included its successors, heir, executors, administrative Representative and assignee) of the one part & the Bharat Sanchar Nigam Limited here in after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of _____ in **HAZARIBAG SSA** on the terms and condition herein contained in Tender No-GMTD/HZB/Tender/Repair/PP/06-07/12 dated at Hazaribag :/...../2007 the rates approved by BSNL (copy of rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contract that is to say from _____ to _____ or completion of work for Rs _____ (In Word) _____ Whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labour employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all _____ works as described in tender documents (annexed to the agreement), when BSNL or GMTD HAZARIBAG or any other persons authorized by **GMTD HAZARIBAG** in that behalf require. It is under stood by the contractor that the quantity of work mentioned on the schedule is likely to charge as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financials), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawing, work orders as may be found requisite to be given during executions, of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The agreement" or "The contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliance, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work order.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL/MTNL/DoT/DTS is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and condition, rules, guidelines, constructions practices, safety precautions etc. stipulate in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness where the parties presents have here into set their respective hands and seals the day and year

In _____

Above written:

Signed sealed & delivered By the above named Contractor in the presence of.

Witness

- 1.
- 2.

Signed & Delivered on behalf
Of BSNL HAZARIBAG

SECTION X

LETTER OF AUTHRISION FOR ATTENDING BID OPENING

Ref:- GMTD-HZB/Tender/Repair/PP/06-07/12

Date at Hazaribag : 25/01/2007

In the tender of repairing of power plant in Hazaribag SSA.

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.

Order of preference	Name	specimen signature
---------------------	------	--------------------

I

II

Signature of bidder

Or

Authorized signatory to sign the

Bid Documents on behalf of the bidder

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as Prescribed above is not submitted.

SECTION: XI**LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID**

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected.

1. Bid security in accordance with the tender document.
2. Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
3. Bid Form, duly filled in, as per section II.
4. Tenderers profile duly filled in, as per section III of the tender document.
5. Declaration of contractor, as per section VII
6. Registration and incorporation particulars of the firm.
7. Partner ship deed, in case of partnership firm.
8. Articles of association, in case of Pvt. Ltd. Co.
9. Income Tax PAN No.
10. Up to date service Tax clearance certificate issued by competent authority.
11. Experience certificate issued by STS level officer of BSNL/MTNL/DOT for repairing of 100 nos. faulty power plant modules during the last two financial years 2004-05 & 2005-06 (taken together)
12. Payment certificate issued by D.D.O. concern of BSNL/MTNL/DOT for Rs. 10 Lacs in the field of repairing of SMPS Power Plant modules in any five years taken together Copy of registration certificate issued by BSNL/DOT/MTNL/PSU for repairing of power plant modules.
13. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

Note:- Documents mentioned at Sl. No. (6) to (12) should be submitted duly attested by a gazetted officer.

Section-XII**Financial Bid**

To

The DE (Plg)
O/O GMTD HAZARIBAG

NIT No: GMTD-HZB/Tender/Repair/PP/06-07/12

Dated at Hazaribag :/...../2007

Sir

I/We have read the tender document thoroughly and her by offer the price bid ,the rates quoted below are inclusive of all lab our cost, transportation, spares, parts required for completion of the job and all taxes, levies duties etc if any ,for repairing of power plant modules in HAZARIBAG SSA. We the undersigned offer to execute the work in conformity with the side specifications and conditions of contract are quoted as under.

Rate for complete job repairing of power plant modules of any make with following options				
Nature of work			Offered rate in Rs. Per Module(composite rate)	
			In figure	In words
Job of repairing of Power plant Modules of any make	1.	25 AMP Module		
	2	50 Amp module		
	3	100 Amp module		

Declaration: I/We declare that,

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

Name of firm:

Address:

Signature of bidder