

4

का0 महाप्रबन्धक दुरसंचार
% The General Manager Telecom,
बी.एस.एन.एल. भवन, एलूरु
BSNL Bhavan, Eluru-534 002



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

पत्र सं LrNo:TAE/IT/Ltd.Tender for SITC of UPS Bty/2020-21/4 Dtd@ELR 22-06-2020.

To
M/s

Sir,

Sub: Limited Tender for SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF
UPS batteries of reputed brand with buy back of Old batteries for BSNL,
West Godavari SSA – submission of sealed quotation -reg.

* * *

On behalf of Bharat Sanchar Nigam Limited, sealed Tenders are invited by the General Manager, Telecom District, Eluru for **Supply, Installation, Testing & Commissioning (SITC) of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries of reputed brand with buy back of Old batteries** for West Godavari SSA from the authorized dealers/approved manufacturers/firms having turn over of more than Rs. 10 Lakhs on sale of UPS Systems/ Batteries for the year 2019-20, as per the terms and conditions and specifications enclosed.

The Limited Tender Notice, Tenderer's Profile Form, Quotation Form, 'No Relation Certificate' Format, Performance Security Bond Form, General T&C form, Annexure-I (Technical Specifications), Annexure-II ('Non-Black Listed' Certificate), Annexure-III (Declaration Form) and Vendor Master Form are herewith enclosed.

The quotation and other terms and conditions for SITC of the above items may be sent in a sealed cover addressed to "Asst. General Manager(PCFA), BSNL, %GMTD, 1st Floor BSNL Bhavan, Eluru – 534 002" so as to reach on or before 13:00 hrs of 10-07-2020.

Yours truly

सहायक महाप्रबन्धक (योसीएफए) Asst. General Manager PCFA
फो. Ph.no. 08812 230750 (O), 227313(F)

Encl:

1. Limited Tender Notice
2. Tenderer's Profile Form
3. Quotation Form
4. 'No Relation Certificate' Format
5. Performance Security Bond Form
6. General T & C Form
7. Annexure-I (Technical Specification)
8. Annexure-II ('Non-Black Listed' Certificate)
9. Annexure-III (Declaration Form)
10. Vendor Master Form

का10 महाप्रबंधक दुरसंचार
% The General Manager Telecom,
बी.एस.एन.एल. भवन, एलूरु
BSNL Bhavan, Eluru-534 002



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NOTICE INVITING TENDER

1. **TENDER NO. & DATE** : TAE/IT/Ltd.Tender for SITC of UPS Bty/
2020-21/4 Dtd at ELR the 22-06-2020.
2. **SALE OF TENDER DOCUMENT** : AT % THE AGM (PCFA),
1st Floor, BSNL BHAVAN, % GMTD,
ELURU 534002.
3. **TENDER DOCUMENT COST** : **RS 590/- (Non- Refundable)**
4. **EMD** : **RS 1,925/-**
5. **SALE OF TENDER DOCUMENT** : FROM 22-06-2020 TO 10-07-2020.
6. **AVAILABILITY OF TENDER
SCHEDULE ON WEB SITE** : AT WWW.AP.BSNL.CO.IN .
7. **DUE DATE OF RECEIPT OF
TENDER SCHEDULES** : UPTO 13-00HRS of 10-07-2020
8. **DATE & TIME OF TENDER
OPENING** : 10-07-2020 at 15:00 HRS.
9. **VENUE** : AS ABOVE AT SL.NO.2.

का10 महाप्रबंधक दुरसंचार
% The General Manager Telecom,
बी.एस.एन.एल. भवन, एलूरु
BSNL Bhavan, Eluru-534 002



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Index

S.No.	Description	Page.No.
1.	Limited Tender Notice	1
2.	Tenderer's Profile Form	5
3.	Quotation Form	6
4.	'No Relation Certificate' Format	7
5.	Performance Security Bond Form	8
6.	Agreement format	10
7.	General T & C Form	12
8.	Annexure-I (Technical Specification)	18
9.	Annexure-II ('Non-Black Listed' Certificate)	19
10.	Annexure-III (Declaration Form)	20
11.	Vendor Master Form	21

का10 महाप्रबंधक दुरसंचार
% The General Manager Telecom,
बी.एस.एन.एल. भवन, एलूरु
BSNL Bhavan, Eluru-534 002



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

पत्र सं LrNo:TAE/IT/Ltd.Tender for SITC of UPS Bty/2020-21/4 Dtd@ELR 22-06-2020

LIMITED TENDER NOTICE

1. On behalf of Bharat Sanchar Nigam Limited, sealed Tenders are invited by the General Manager, Telecom District, Eluru for **Supply, Installation, Testing & Commissioning (SITC) of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries of reputed brand with buy back of Old batteries** for West Godavari SSA from the authorized dealers / approved manufacturers/ firms having turn over of more than Rs. 10 Lakhs on sale of UPS Systems/ Batteries for the year 2019-20 for one year from the date of entering into an agreement with BSNL after the acceptance of the tender, as per the terms and conditions and specifications enclosed.
2. Limited Tenders are invited by the General Manager Telecom District, BSNL, West Godavari, Eluru for SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries of reputed brand with buy back of Old batteries for use in WG SSA.

SN o	Rating	Qty Requ ired	Location	Estimated Cost	Buy Back value of Old Bty's	Ultimate Cost
1	12V 65AH	6	HR Section, BSNL Bhavan, Eluru	₹ 36,000	₹3,000	₹33,000
2	12V 26 AH	10	Multi Section Hall, I Floor,BSNL Bhavan, Eluru	₹28,000	₹6,000	₹22,000
3	12V 26 AH	10	Dotsoft Section, Vengi Bhavan, Eluru	₹28,000	₹6,000	₹22,000
Total				₹92,000/-	₹15,000/-	₹77,000

3. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the **website 'ap.bsnl.co.in'**. The bidders downloading the tender document are required to submit a declaration in the format given at Annexure-III and the bid cost amount through DD/Banker's Cheque along with their tender bid failing which the tender bid shall be rejected. The DD / Bankers cheque from any nationalized bank for an amount of **Rs 590/-** drawn in favour **Read, Understood & Complied**

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

of **AO (Cash), O/o GMTD, BSNL, Eluru** payable at Eluru. 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.

4. The physical copy of the tender can be had from O/o The AGM (PCFA), 1st Floor, BSNL Bhavan, O/o GMTD, Eluru 534002 against payment of bid cost of Rs.590/- in the form of DD drawn in favour of AO (Cash), O/o GMTD, BSNL, Eluru payable at Eluru.

5. **Clarification of Bid Document:**

A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing at the Purchaser's mailing address indicated in the invitation of Bid. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be published on www.ap.bsnl.co.in website.

Any clarification issued by GMTD, WG 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

6. **Amendment Of Bid Documents:**

At any time, 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.

The amendments shall be notified on APTELECOM website and these amendments will be binding on all bidders. No separate clarification through news papers will be given.

In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7. **Submission of Tender Document:** The tenderers shall submit their offer in the enclosed proforma in a proper sealed cover, superscribed on the cover as "Limited Tender for [SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries](#) for BSNL, WG SSA " and may be addressed to "Asst. General Manager (PCFA), 1st Floor, BSNL Bhavan, O/o GMTD, Eluru 534002" so as to reach on or before [13:00hrs of 10-07-2020](#) either by post or to be dropped in the Tender box available in the chamber of AGM(PCFA), O/o GMTD, Eluru. The Tender will be opened [@15:00hrs of 10-07-2020](#) in the presence of the participants who desire so. If the tender opening day happens to be a holiday, the tender will be opened at the same time on the next working day.
8. The Tender received after the due date and time will not be entertained. BSNL is not responsible for any possible postal delays in transit or delivery.
9. The tenderer shall give the unit price inclusive of all taxes and transportation. Over writings if any should be attested.
10. The tender form is to be signed on each page by the tenderer or by his
Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

authorized signatory with proof of authorization. The tenders not submitted in original will be treated as invalid.

11. All the terms and conditions as mentioned in the Form T&C will be applicable to this Tender. The tenderer has to sign on the enclosed Form T&C also.

12. Tenderer has to submit all the required documents as mentioned below. Else, the bid shall be rejected by BSNL as non-responsive.

S.No	Name of the Document to be submitted	Submitted
1	Tender Document duly signed on each page	Yes/No
2	Duly filled-up and signed 'Quotation form' and Annexure containing the Specifications of the UPS Batteries quoted.	Yes/No
3	Earnest Money Deposit for an amount of Rs. 1,925/- (If Demand Draft, its No & bank Name)	Yes/No
4	Receipt/DD towards Bid Cost for an amount of Rs.590/- (Non-Refundable)	Yes/No
5	Registration Documents of GST and PAN Card	Yes/No
6	Experience certificate / purchase orders	Yes/No
7	Manufacturing / dealer certificate	Yes/No
8	No Relation certificate (Format Enclosed)	Yes/No
9	Annexure-II ('Non-Black Listed' Certificate)	Yes/No
10	Annexure-III (Declaration Form)	Yes/No
11	Filled-in Vendor Master Form (Format Enclosed) along with Copy of Cancelled Cheque or First Page of Bank Account Pass Book if not already registered with BSNL. If already registered, Vendor Code may be mentioned on the Vendor Master Form.	Yes/No

13. The prices charged by the supplier for goods delivered and services rendered under the contract shall not vary from the prices finalized in the tender over the period of validity period of the contract of 120 days.
14. A bid shall remain valid for 120 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
15. The tenderer should submit EMD (2.5% of the Estimated Cost in the form of DD for an amount of Rs 1,925/- drawn in favour of AO(Cash), BSNL, O/o GMTD, Eluru on any Nationalized bank payable at Eluru. The EMD will be returned to the unsuccessful bidders only after finalization of the limited tender. EMD will not bear any interest while in the custody of the BSNL. If the bidder withdraws his offer before finalization or fails to honour his commitment in performing the obligations then the EMD deposited by him will be forfeited.
16. The successful tenderer should furnish performance security to the purchaser for an amount of 10% contract value within 2 weeks of supplier's receipt of the letter of intent. The performance security bond shall be payable to the purchaser as

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

compensation for any loss resulting from the supplier's failure to complete its obligations under the contract. The performance security bond shall be in the form of (i) Demand draft or (ii) Bank guaranty issued by a Nationalized bank and in the proforma provided in the tender document. The bank guaranty should be valid for 2 years 3 months. The bank guaranty will be released only after successful maintenance of the UPS Batteries during warranty period otherwise bank guaranty will be forfeited.

17. **Time response:** All the materials are to be supplied at the specified locations without fail within a minimum period of 3 weeks from the date of issue of purchase order. Delayed deliveries will effect a penalty of 0.5% per each week of delay up to 10 weeks, afterwards 0.7% per week upto delay of 12 weeks. In exceptionally deserving cases, GMTD, Eluru may consider at his option grant of extension of delivery time without levy of liquidated damages. The recovered old batteries are to be lifted at his own cost within two weeks from the date of successful commissioning.
18. **Warranty:** The UPS Batteries should be covered under Standard Manufacturer warranty for at least two years from the date of commissioning.
19. The supplier shall remedy any defects at his own cost including freight, insurance and other incidental charges when called upon to do so by the Purchaser during the warranty period.
20. The successful tenderer after SITC of goods will submit a bill in triplicate to the consignee along with proof of delivery for arranging payment. No payments shall be made for the goods that are found non-functioning on inspection / testing and those rejected shall be taken back by the tenderer at his own cost.
21. **Payment:** 90% payment will be made on successful commissioning of the equipment and the balance will be paid after expiry of warranty period. 100% payment will be made subject to submission of Security Deposit of Rs 10% of the purchase Order value.
22. If any dispute arises out of or in connection with this contract or in respect of defined legal relationship asserted thereof or arising there from, dispute shall be referred to the arbitrator to be appointed by the CGMT, BSNL, Vijayawada. The award made in pursuance thereof shall be binding on both the parties.
23. The GMTD, BSNL, Eluru reserves the right to reject any or all offers at any stage without assigning any reasons and the discretion of the GMTD, Eluru will be final.
24. GMTD, BSNL, Eluru is not bound to accept the lowest quoted rate.

सहायक महाप्रबन्धक (योसीएफए) Asst. General Manager PCFA
फो. Ph.no. 08812 230750 (O), 227313(F)

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
O/o GMTD, BSNL Bhavan, GNT Road, Eluru – 534 002

पत्र सं LrNo:TAE/IT/Ltd.Tender for SITC of UPS Bty/2020-21/4 Dtd@ELR 22-06-2020
Limited Tender for SITC of SMF UPS Batteries for BSNL, West Godavari SSA.

1. Name and Full address of the tenderer.
2. Status of tenderer, whether
Proprietary concern
Partnership firm
HUF or
Limited Company.
3. Name of the authorised signatory who is empowered to sign the agreement, other documents and correspondence with BSNL :
4. Details of past experience in the line of work :
5. Bid Cost Particulars :
In case of DD Name of Bank _____
Branch _____ D.D No _____ Dt _____
(Note: DD should be drawn in favour of AO (Cash), O/o GMTD, BSNL, Eluru)
6. EMD Particulars : In case of DD Name of Bank _____
Branch _____ D.D No _____ Dt _____
Note: DD should be drawn in favour of AO (Cash), O/o GMTD, BSNL, Eluru)

I have read and understood the terms and conditions of the Tender Document and abide by the provisions contained therein.

Station: Date:	Signature of the Tenderer: Name: Telephone No. Mobile:
-------------------	---

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

QUOTATION FORM

From:

To:

The Asst. General Manager (PCFA),
BSNL, O/o GMTD,
Eluru.

Sir,

I have gone through the terms and conditions detailed in the tender notice for SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries of reputed brand with buy back of Old batteries and abide by the provisions contained therein. Our offer is furnished below.

Name of the item	Make & Model	HSN (8 Digit)	Rate per unit (Rupees) exclusive of GST but including all other levies and duties (A)	Add GST applicable (B)	Rate Quoted for Old Bty (C)	Net Price per unit (A+B-C)	
						In Figures	In words
12V 65 AH Battery with buy back of Old 65AH Battery							
12V 26 AH Battery with buy back of Old 26AH Battery							

Note:

1. Over writing if any should be attested.
2. Specifications of the item is to be enclosed.
3. Quotation should be valid for 120 days.
4. Delivery period : within 3 weeks from the date of receipt of the purchase order.
5. Warranty : [Minimum two years Standard Manufacturer warranty for SMF Batteries.](#)

Station:

Signature of the Tenderer or Authorized Signatory

Date:

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

'NO RELATION' CERTIFICATE

To
The Asst. General Manager (PCFA),
1st Floor, BSNL Bhavan,
% GMTD, Eluru 534002

Sir,

Sub: No Relative Certificate

* * *

I ,.....S/o r/o
.....hereby certify that none of my 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.

Note: The near relatives for this purpose are defined as:

- i. Members of a Hindu undivided family.
- ii. They are husband and wife.
- iii. The one is related to the other in the manner as father, mother, son(s) and 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).

Signature of the Tenderer

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

Performance Security Bond Form

(To be obtained from any Nationalized Bank)

1. In consideration of Bharat Sanchar Nigam Limited, (hereinafter called the BSNL) having agreed to exempt M/s _____ (hereinafter called the said supplier(s)) from the demand of Performance Security Deposit of Rs. _____ on production of Bank Guaranty for Rs _____ for the due fulfillment by the said supplier(s) of the terms and conditions to be contained in an agreement in connection with the contract for "**SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries**" we, (name of the Bank) _____ (hereinafter referred to as "the Bank") _____ (Branch) at the request of M/s _____ (supplier's name) do hereby undertake to pay to the BSNL, West Godavari, Eluru, an amount of not exceeding _____, against any loss or damages caused to or would be caused to or suffered by BSNL, West Godavari, Eluru by reason of any breach of any of the terms and conditions contained in the said agreement by the said supplier(s).

2. We, (name of the Bank) _____ do hereby undertake to pay the amount due and under this guaranty without any demur, merely on demand from the BSNL, West Godavari, Eluru, stating that the amount claimed is due by the way of loss or damages caused to or would be caused to or suffered by the BSNL, West Godavari, Eluru, reason of breach by the said supplier(s) of any of the terms and conditions contained in the said agreement or by reason of the supplier'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 guaranty where the decision of the BSNL, West Godavari, Eluru, 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 Rs. _____.

3. We undertake to pay to the BSNL, West Godavari, Eluru, any money so demanded notwithstanding any disputes raised by the supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the supplier(s) shall have no claim against us for making such payment.

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

4. We, (name of the Bank)_____ further agree that the guaranty herein contained shall remain in full force and effect immediately for a period up to expiry of warranty period plus three months from this date mentioned herein and further agrees to extend the same from time to time (after) so that it shall continue to be enforceable till all the dues of the BSNL, West Godavari, Eluru, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, West Godavari, Eluru certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier(s) and accordingly discharges this guarantee.

5. We,(Name of the Bank)_____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary and of the terms and conditions of the said contract or to extend time of performance by the said tenderer from time to time or to postpone for any time, any of the powers exercisable by the BSNL against the tenderer and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the tenderer or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said tenderer 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. This guaranty will not be discharged due to the constitution of the Bank or the tenderer.

7. We,(name of the Bank)_____ lastly undertake not to revoke this guaranty during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____

For _____(indicate the name of the bank)

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

PROFORMA AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

The agreement is made on this _____ day of _____ 2020 between M/s. _____ herein referred to as the contractor carrying on business under the name and style of M/s. _____ of the one part.

and

Bharat Sanchar Nigam Limited acting through the General Manager, Telecom District, West Godavari SSA, Eluru herein after referred to as BSNL of the other part.

Whereas the said contractor has agreed with BSNL for "**SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries**" in conformity with the requirement. And whereas the contractor has paid/submitted Demand Draft/ Bank guarantee for Rs. _____/- (Rupees _____ only) to the GM Telecom District, West Godavari SSA as Security deposit, as per the terms and conditioned of the tender vide _____ (Payment particulars).

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor shall agree to undertake to **SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries** as per the requirement at the specified locations, as per the rates approved / accepted by the General Manager Telecom District, West Godavari SSA vide his Lr. No. _____ dtd. The rates are inclusive of cost of the equipment with all duties, taxes, transport & handling charges.
2. This contract shall be effective from ____-____-2020 to ____-____-2022.
3. The contractor shall supply, install, test and commission the required UPS SMF Batteries as per the purchase orders issued by the General Manager, Telecom District, West Godavari SSA or any officer authorised for this purpose, with great promptness and satisfaction to BSNL.
4. The contractor shall execute the work order placed by the Officer I/c with great promptness and satisfaction to the BSNL. The contractor shall agree that the penalty
Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

at one percent (@ 1%) of P.Os shall be imposed each week delay in delivery with reference to the delivery period as mentioned in work Order for **SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries**, if he fails to deliver the same within the specified period mentioned in Purchase Order. The penalty will be maximum extent of 5% value of the Purchase Order.

5. The contractor shall supply the UPS Batteries of good quality as per the specifications, approved by the BSNL, failing which the supplied material will be rejected. The contractor shall also agree to pay penalty as per the discretion of the officer, who placed the order or his superior, subject to a maximum of 20% of cost of the order placed.

6. The Security Deposit paid by the contractor shall be for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. The G.M. Telecom District, Eluru on behalf of BSNL is at liberty to appropriate the said sum for any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform, fulfil or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

7. The security deposit shall be released after three months after successful completion of the work at the end of the contract period.

8. The Security Deposit is to be forfeited to Bharat Sanchar Nigam Ltd.or his successors without any prejudice to any other rights and remedies of BSNL, in case the contractor fails to undertake the contract work, as per the work orders and as per the terms & conditions given in tender schedule during the currency of the contract.

9. That all disputes arising out of this contract will be referred to the arbitration of the C.G.M. Telecom, BSNL, A.P.Circle, Vijayawada or some other officer appointed by him. The award of arbitrator shall be final and binding on the parties to this contract and provisions of the Indian Arbitration Act 1940 and any statutory modification / enactments thereto and the rules made there under from time to time shall apply to such arbitration.

10. That the tender schedule and terms and conditions shall also form part of the agreement.

11. That the contractor acknowledges that he is himself fully acquainted with all the conditions of the contract and he shall not plead ignorance of any of them.

In witness whereof, the contractor has set his hand and BSNL has caused the GM Telecom District, West Godavari SSA for and on his behalf to set his hand, the day and the year first above written.

Signature of the Contractor

Signature of the AGM PCFA
For General Manager, Telecom District,
West Godavari SSA

Witness

Witness

1. Signature _____

1. Signature _____

Name:

Name:

Address:

Address:

2. Signature _____

2. Signature _____

Name:

Name:

Address:

Address:

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

Terms and Conditions

1. The tenderer is advised to go through the following terms and conditions carefully before filling up the tender form. Any tender which is not in conformity with the instructions or which is incomplete is liable for rejection. Conditional tenders are liable for rejection. Submission of Tender will bind the tenderer to the acceptance of all the conditions specified herein, unless otherwise agreed to.
2. **JOB SCOPE:** The tender is for **SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries of reputed brand with buy back of Old batteries** with two years Standard Manufacturer warranty. The technical specifications are as given in enclosed Annexure-I.
3. The tender document along with the quotation should be submitted on or before 13:00 Hrs. Of 10-07-2020. The tender will be opened at 15:00 hrs on the same day. In case the date fixed for opening of bids is subsequently declared as holiday, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
4. The rates should be quoted in the Quotation form of the tender document only. All pages of tender form shall be signed and returned in original with tender bid.
5. Tender form is not transferable. Tenders submitted by the bidders in their own proforma are liable for rejection.
6. **ELIGIBILITY:**
 - a) The eligible Tenderer should be an Indian company registered to manufacture the tendered item or authorized by the manufacturer to supply the equipment and submit the bid for the same. Copy of Registration certificate and / or Manufacturer Authorization shall be enclosed to the bid.
 - b) Experience: The firm should produce proof of PC / UPS peripherals/ Batteries supplied, like purchase orders or experience certificate in the last 2 years to other prominent customers
7. **EARNEST MONEY DEPOSIT:**
 - a) EMD of Rs. **1,925/-** (Rupees One Thousand Nine Hundred and Twenty Five only) is payable along with the tender. No interest shall accrue on EMD.
 - b) Mode of payment: The amount may be paid by Bank Draft purchased from any Nationalized bank drawn in favour of the "AO (Cash), O/o GMTD, BSNL, Eluru" payable at Eluru. Payment in any other form is not acceptable. Bidder having valid NSIC registration/ MSME registration for Micro & Small firms with approval of monetary limit will be exempted from payment of EMD as per rules.
 - c) **REFUND:** EMD of unsuccessful bidders will be refunded after finalization of the tender. EMD of successful tenderer will be refunded after submitting the SD and agreement.
 - d) **FORFEITURE :** EMD is liable to be forfeited in case the tenderer withdraws his offer before finalisation or fails to honour his commitment in performing his obligations
8. **PURCHASER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:**

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

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. It is not obligatory to accept the lowest tender.

9. Tender document should be submitted in sealed covers with sealing clearly superscribing as "**SITC of 20 Nos of 26 AH and 6 Nos of 65 AH SMF UPS batteries for BSNL, WG SSA**" on the cover.

10. No Relation Certificate:

- a) The tenderer should give a certificate that none of his/her near relative(s) as defined in para 10(c) below, is /are working in the BSNL units where he is going to participate in the Tender. In case of proprietorship firm, certificate should be signed by the proprietor, for partnership firm, the certificate should be signed by all the partners and in case of limited company, by all the directors of the company. Any breach of these conditions by the company or firm or any other person, his tender will be cancelled and EMD / SD will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person, will also be debarred for further participation in the tenders in BSNL.
- b) The format of the certificate is in Tender Notice
- c) The near relatives for this purpose are defined as:
- i. Members of a Hindu undivided family.
 - ii. They are husband and wife.
 - iii. The one is related to the other in the manner as father, mother, son(s) and 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).
11. All the documents mentioned in the Tender Notice shall be submitted unless they are not applicable to the tenderer. Else the bid will be treated as substantially non-responsive and the bid will be rejected.

Documents substantiating the standard of material proposed to be supplied may also be attached.

Arithmetical errors if any in the quotation shall be rectified in the following manner.

- i. If there is discrepancy between the unit price and the total price obtained by multiplying unit price and quantity, the unit price shall prevail.
- ii. If there is discrepancy between the words and figures, the amount in words shall prevail.
- iii. If the supplier does not accept the correction of errors, his tender shall be rejected.

12. BID PRICES, TAXES AND DUTIES

(A) The bidder shall give Rate per unit (Rupees) exclusive of GST but including all other levies and duties and transportation charges

The liability to pay all taxes, levies etc. shall be of contractor and BSNL will not entertain any claim whatsoever in this respect.

(B) Duties and Taxes applicable if any:

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

- i) The firm shall furnish challans / invoices for availing input tax credit by BSNL
- ii) Vendors should furnish the correct HSN/SAC Code in the price Schedule. If the input tax credit under GST is found to be not admissible at any stage subsequently owing to wrong furnishing of tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid along with penalty if charged by the concerned authority.
- iii) In case the input tax credit which could not be availed by BSNL as per the quotes indicated in the price schedules by the vendors and subsequently at any stage it is found that input tax credit is admissible as per GST Rules, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. 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 GST Rules
- iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN/SAC Code where the code 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 Rules.
- v) If the supplier fails to furnish necessary supporting documents for input tax credit by BSNL, the amount pertaining to such Input credit will be deducted from the payment due to the firm.
- vi) Invoice should clearly indicate breakup details of composite price i.e. basic unit price (Ex-Factory price) of the goods, any other duties and taxes, GST etc.
- vii) In case of any statutory variation in regard to GST or any other taxes, within the currency of individual agreement including extension of time period, the same shall be admissible as per actual prevailing rates of GST or any other taxes as applicable, subject to the condition that the reason for such extension of time period is not attributable to the agency.
13. **EVALUATION PROCEDURE:** Selection of the bidder will be based on the following.
- Fulfillment of commercial and technical conditions of the tender.
 - Submission of all necessary documents as mentioned in Clause No.12 of Page No.3 in Tender Notice.
 - Total Net Price mentioned in Quotation form will be taken for deciding L1 bidder.
 - The Purchaser intends to limit the number of technically and commercially responsive bidders to 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 about 100% of the tendered value.
 - L1 offer can be rejected if quoted rate is found unreasonable with respect to market price to be evaluated by a committee appointed by the GMTD, BSNL, Eluru for this purpose if necessary.
14. **AGREEMENT:** Successful tenderer will have to sign an agreement for the contract period on Rs.100/- worth Non-Judicial stamp paper valid for a period of 2 **years** 3 **months**.
15. **SECURITY DEPOSIT:** The Successful tenderer should furnish security deposit for an amount equal to 10% of the Tendered/Contractual value. The security deposit will not bear any interest while in the custody of BSNL. The
Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

security deposit may be in one of the following forms.

- a) By D.D. drawn in favour of AO (Cash), O/o GMTD, BSNL, Eluru.
- b) By Bank Guarantee from a bank valid for 2 year and 3 months as per the proforma given in tender document.

Release: Pledge of Security Deposit will be released after satisfactory execution of the Purchase order/s and after the warranty period plus 3 months.

Forfeiture: Security Deposit amount is liable to be forfeited either in full or in part if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and the purchase orders placed on him.

16. **DELIVERY:** Supply, Installation, Testing and Commissioning of the equipment is to be done within 3 weeks from the date of receipt of Purchase Order. Old Batteries must be taken back at the approved rates.

17. LIQUIDATED DAMAGES:

If the tenderer fails to supply and install the ordered equipment within scheduled time, as specified above, a penalty of 0.5% of the P.O value is recoverable for every week of delay or part there of up to 10weeks, afterwards 0.7% per week. After a delay of 12 weeks, the P.O will be cancelled and failure to deliver and install will result debarring the firm for further participation in the tenders in such units of BSNL. However, GMTD, BSNL, Eluru may consider at his option, grant of extension of delivery time with/without levy of liquidated damages. The decision of the GMTD, BSNL, Eluru is final and binding.

18. PAYMENT TERMS:

90% payment will be made on successful commissioning of the equipment and the balance will be paid after expiry of warranty period. 100% payment will be made subject to submission of Security Deposit of Rs 10% of the purchase Order value. For claiming the payment, the following documents are to be submitted by the vendor.

- a) Invoice in triplicate
- b) Delivery Challan in duplicate
- c) Installation & Testing report
- d) Advance Stamp Receipt

Any increase in taxes and other statutory duties/levies shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the Supplier.

No payment will be made for goods rejected on testing.

19. **WARRANTY: Minimum two years Standard Manufacturer warranty for SMF Batteries.** The Supplier should attend all the faults/problems of the equipment supplied and replace the item if necessary at free of cost in the jurisdiction of GMTD, BSNL, Eluru. No other charges including transportation will be paid during the warranty period. The contractor only has to bear all charges during the warranty period.

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

20. ARBITRATION:

- a) In the event if any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CGMT, BSNL, AP Circle 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 addition to the functions of the CGMT, BSNL, AP Circle or by whatever designation such officers may be called (hereinafter referred to as 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 Government Servant he has expressed views on all or any of the matter under disputes. 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 reasons whatsoever CGM, AP Telecom, BSNL or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- b) The arbitrator may from time to time with the consent of 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, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of the arbitration proceeding shall be at Vijayawada or such other places as the arbitrator may decide.

21. FORCE MAJEURE:

- a) If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason 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 (Herein after referred to as events) provide notice of happenings, of any such eventuality is given by either party to the other within 10 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the 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 event may 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, provided 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 his option terminate the contract.
- b) Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the Purchaser elect to retain.

22. CANCELLATION:

The GMTD, BSNL, Eluru reserves the right to cancel the letter of acceptance and purchase order if the units supplied fail to meet the specifications mentioned in Annexure, without prejudice to any other penal action he may choose to take against the contractor within the terms of this Tender Document. GMTD, BSNL, Eluru shall not be held responsible for any loss or damage suffered by the contractor as a result of the cancellation of the letter of acceptance and purchase order. The items supplied shall be new and free from all defects.

23. PURCHASER'S RIGHT TO VARY CONTRACT VALUE AT THE TIME OF AWARD:

The Purchaser reserves the right at the time of award of contract to increase or decrease the estimated contract value without any change in unit price or other terms and conditions.

I have gone through the above Tender conditions and will abide by them.

Signature of the tenderer
Ltd Tender for SITC of UPS& Batteries in WG SSA

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

Annexure-I

TECHNICAL SPECIFICATIONS FOR SMF BATTERIES

- 1.** It shall be sealed maintenance free rechargeable, compact and non spillable battery.
- 2.** Terminal shall be lead alloy and the type of terminal connection shall be suitable for existing the battery types mentioned above.
- 3.** It shall have low self-discharge and long shelf life.
- 4.** These batteries are required for direct replacement against following make and type of batteries with space constraint in the respective rack size.
- 5.** All internal links along with required lugs shall be provided along with the batteries.
- 6.** Offered batteries shall be suitable for wide operating temp. Range.
- 7.** It shall have low pressure venting system.
- 8.** Make of batteries Required : EXIDE / STANFORD / FURUKAWA / AMCO / PACE SETTER/ NICCO/ PRESTOLITE/ AMARRAJA / STANDARD / CROMPTON GREAVES / HITACHI
- 9.** Warranty of the batteries should be for a minimum period of two years.

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

ANNEXURE - II

I/we _____ proprietor
/ partner(s) hereby declare that the firm/company
M/s _____ has not
been "Black-listed" Or Debarred in the past by DOT/ BSNL any Other
Government or Semi-government organization from taking part in
Government Tenders

*was black-listed or debarred by DOT/BSNL/GOVT.DEPT/ PSU from
taking part in government tenders for a period
of _____ years w.e.f. _____ the period is over
on _____ and now the firm/company is entitled to take part in
government tenders.

In case the above information is found false at any time, I/We are fully
aware that the Tender / Contract will be rejected /cancelled by General
Manager, Telecom District, Eluru and EMD /SD shall be forfeited. In addition,
the General Manager, Telecom District, Eluru will not be responsible to pay
the bills for any completed/partially completed work.

Date: _____ Signature _____ :
Place: _____ Seal of the firm _____ :
Capacity in which signed _____ :
Name & address of the firm: _____

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

Annexure-III
DECLARATION

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB SITE)

It is to certify that

I / We have submitted the tenders in the proforma as downloaded directly from the website & there is no change in formatting, number of pages etc.

I/ We have submitted tender documents which are same / identical as available in the website.

I / We have not made any modification / corrections / additions etc in the tender documents Down loaded from web by me / us.

I / We have checked that no page is missing and all pages are available & that all pages of tender document submitted by us are clear & legible.

I / We have signed (with stamp) all the pages of the tender document before submitting the same.

I / We have sealed the tender documents properly before submitting the same.

I / We have submitted the cost of tender separately along with EMD.

I have read carefully & understood the important instructions to the tenderers.

In case at any stage later, if it is found there is difference in our downloaded tender documents from the Original, BSNL shall have the absolute right to take any action as deemed fit without any prior Intimation to me / us.

In case at any stage later, if it is found there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.

In case at any stage later, if it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in BSNL & would also render me / us liable to be removed from the approved list of contractors of the Department.

Dated

Signature of the Tenderer

(SIGN WITH SEAL)

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA



VENDOR MASTER FORM



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

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

Title* : Mr. Ms. M/s Dr.

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :
(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

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

Tax Registration no. :
(for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

GSTIN Code:

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

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

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
 2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.
- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

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

Read, Understood & Complied

Signature of the Tenderer
Limited Tender for SITC of UPS Batteries in WG SSA