



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager Telecom District, Opp collectorate
Adilabad 504001

Tender Schedule

**Tender for Repair of SMPS Power Plants Modules/Control Panel (including LVD)
(25A /50A/ 100A Amp all makes & types)
For the Year 2020-2021 in Adilabad Telecom District**

**Tender No:GMTD/ADB/OP/PP-Tender /2020-2021/3 dated 19 .06.2020
FOR FURTHER DETAILS KINDLY VISIT OUR WEB SITE: www.ap.bsnl.co.in OR
eProcurement Portal <https://etenders.gov.in/e procure/app>**

Availability of bid document on-line from	23-06-2020 12:00 hrs
Time and last date of submission of bids	14-07-2020 15:00 hrs
Time of opening technical bids	15-07-2020 16:00 hrs
Time of opening financial bids	Will be intimated later

From _____

Assistant General Manager (CFA)
O/o General Manager, Telecom District
Opp Collectorate,
ADILABAD 504001.

Tel no. 08732-225500/ 231988 ; mobile :9490178178: e-mail id: sdeopadilabad@gmail.com

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SECTION-I



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager Telecom District, Opp Collectorate
Adilabad 504001

Tender No.: **GMTD/ADB/OP/PP-Tender /2020-21/3** dated: **19-06-2020**

NOTICE INVITING TENDER (NIT)

Sealed Tenders (Digitally signed) through E-Tender are invited on behalf of the Bharat Sanchar Nigam limited, by the General Manager Telecom District, Adilabad from Individuals /Firms/Agencies having sufficient experience on the following works as per the details given hereunder for the year 2020-21.

SI No	Name of the work	App. Estimated cost (in ₹)	EMD (in ₹)	SD (In ₹)	Eligibility to participate in bids
1	Repair of all types/makes of 25A /50A /100 A SMPS power plants Modules/Control Panel(including LVD)	22,91,400=00	57,285=00	10% of the contract agreed value	(i) Manufacturers (ii) Authorized Dealers/Suppliers or their Service agents or Companies/ Firms/ individuals having minimum experience of 2 years in repair of SMPS Power Plants.

2. Accessibility of E-Tendering Document: Tender document can be obtained by downloading it from the website www.telangana.bsnl.co.in. The tender document for participating in E tender shall be **available** at (<https://etenders.gov.in/eprocure/app>) **from** 10.00hrs of **23.06.2020** onwards. Bidders must register on the e-tender portal (<https://etenders.gov.in/eprocure/app>) (refer point no 4 of Special instructions to bidders for e-tendering), if not already registered earlier and follow all instructions for participating in bidding for the tender. **Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.**

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

2.1. DD / Bankers cheque of an amount of ₹ 590/- drawn in favor of AO (Cash), BSNL, Adilabad, shall have to be submitted towards tender document fee, failing which the bid will be rejected.

2.2. BSNL Adilabad telecom district, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

3. Sale of physical tender Document: Not Applicable.

4.1. Eligibility Criteria: The Tenderer should have experience in carrying out repair of power plants modules. Authorized Dealers/Suppliers or their Service agents or

Companies/ Firms/ individuals having minimum experience of 2 years in repair of SMPS Power Plant module/control panel can participate.

4.2. Copy of registration/authorization shall be enclosed to the bid. The bidders shall be willing to extend the contract and willingness for extension shall form part of the bid.

4.3. Experience: The bidder should have successfully executed repair of power plants Modules/control panel of various capacities and various make. The experience certificate should clearly indicate the quantum of work done with details and cost of work, certified by an Officer of concerned organization not below the rank of DE in private Telecom. & PSU.

5. EMD: The bidder shall furnish the bid EMD in the form of DD is ₹ 57,285/- from a Nationalized bank drawn in favor of AO (CASH), BSNL , Adilabad.

6. Last date & time for downloading of tender document: up to 15:00 hrs of 14-07-2020.

7. Date & Time of Submission of e - Tender bids: Up to 15:00 Hrs on 14-07-2020

The Tender document shall be available for download upto 05 minutes before its closing time and date.

Note :- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

8. Online Opening of Tender Bids: At 16:00 Hrs of 15-07-2020.

9. Place of opening of Tender bids:

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders) with Proper Authorization can attend the TOE at the office of AGM(CFA) O/o GMTD, Opp Collectorate, Adilabad where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

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

12. The GMTD, Adilabad reserves the right to reject any or all the tenders or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest tender. GMTD, Adilabad also reserves the right to select one or more contractors.

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

13.2. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note: - All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language

other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature.

**Asst. General Manager (CFA),
O/o GMTD, Adilabad.**

SECTION-II:
Bidder's Profile & Declaration

From

To

AGM(CFA)
O/o GMTD, BSNL,
Adilabad -504001.

Sir,

Sub: - Submission of sealed tender as per the Advertisement in _____ Dated _____ for the Repair of SMPS power plant modules/control panel in Adilabad SSA for the year 2020-2021.

As per the above-referred advertisement, I/We herewith submit my/our Bid. The following documents are enclosed to the tender documents through online.

1. EMD in the form of Demand Draft /Bankers Cheque drawn in favour of AO(Cash), BSNL , Adilabad. DD for ₹ 57,285/- from a Nationalized Bank.
2. Proof of Registration/Partnership Deed (for firms and companies) In case of individual, no proof of registration is required, but an undertaking is to be submitted as per proforma (**Annexure II**) (Self attested Xerox copy).
3. Experience Certificate
4. EPF and ESI Proof (Self attested Xerox copy)
5. GST Registration. (Self attested Xerox Copy).
6. Declaration of near relatives in BSNL as per the proforma in Annexure-I
7. Certification regarding down loading of application from internet (**Annex. III**) and DD drawn from any nationalized bank towards the cost of tender document.
8. Tender document duly signed by the tenderer at the bottom of the pages where ever required.
9. Self-attested copy of PAN CARD of the bidder.
10. Self-declaration stating that the firm / individual not block listed earlier in **annexure-IV**.

The technical bid & financial bid should be submitted online only. All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature

I/We have gone through all the contents of the tender document completely and I/We have signed at the bottom of all pages and at appropriate places. I/We abide by the conditions stipulated therein.

Thanking you,

Yours sincerely,

Dated:

6

Signature of the bidder

TENDER INFORMATION

1. Type of tender: Single Stage bidding, two stage opening using two Envelopes.

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

2. Bid Validity Period: 180 days from the tender opening date and can be extended. **A bid valid for a shorter period shall be rejected by the purchaser as non responsive.**

3. The tender offer shall contain two electronic envelopes, the first envelope will be named as techno-commercial & will contain documents of bidders satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents as mentioned in 5.

4. Submission of Tender: The Technical bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in point 5 of Tender Information.

The Technical bid and financial bid should be submitted only through online.

5. List of documents to be attached with Technical bid:

- 1) Demand draft of ₹ 57,285/- AO (Cash), BSNL, Adilabad from any Nationalized Bank.
- 2) Experience Certificate to be submitted in Technical Bid (duly certified. Proof of Registration/ Partnership Deed only for firms & Companies (Attested Xerox Copy). In case of individual, no proof of Registration is required, but an undertaking is to be submitted.
- 3) EPF and ESI proof (self-attested Xerox copy).
- 4) GST Registration (self-attested Xerox copy) .
- 5) Declaration of near relatives in BSNL (As per the proforma) Annexure-I.
- 6) Certification regarding down loading of application from internet (Annx. III) and DD drawn from any Nationalized bank towards cost of the Tender Document

for

₹ 590/- drawn in favour of AO (Cash), BSNL, Adilabad.

- 7) Self attested copy of PAN CARD of the bidder.
- 8) Self declaration of non black listing in annexure-IV
- 9) Tender documents digitally signed for having read it & accepted it.
- 10) Tender/ Bid form duly filled & signed in all pages where required for off line submission.
- 11) All other documents required as per the conditions of tender document.
EMD & Cost of tender document is to be submitted in original in physical form.

6. Financial Bid should contain the following: Rates should be quoted in figures as well as in words. The rate quoted should be inclusive of cost of components, transportation and all other levies except GST. Financial bid should be submitted online through portal only. **No other mode of submission of financial bid is accepted under any circumstances.**

The following documents are required to be submitted offline (i.e. offline submissions) to AGM (CFA), %GMTD, Opp collectorate, Adilabad -504001.

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

- i) EMD – Bid security (original copy) / NSIC / MSME Certificate.
- ii) DD/ Banker's cheque of Tender schedule fee.
- iii) Power of Attorney (If applicable).

7. Evaluation of Tender: There will be two types of evaluation.

- a) Technical/Pre-selection Bid.
- b) Financial/ Price Bid.
- c) On the day of opening of tenders only Technical Bids will be opened. Financial bids will not be opened on that day.
- d) Based on the result of the technical screening, Financial Bids will be opened
- 8) on a specified date and will be intimated to all technically qualified bidders.
- e) Only one authorized representative from each tenderer will be permitted to be present at the time of opening of bids.

8). VENUE OF THE OPENING OF TENDERS: Tender will be opened at AGM(CFA) chamber , O/o GMTD, BSNL, Opp collectorate, Adilabad – 504001, TS on designated date of opening . Any change in venue shall be informed to the bidders well in advance.

Note: At the time of opening the bids, initially offline submission envelope of all bidders will be opened. The envelope consisting Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions.

In case where the documents of bid security etc. are not submitted in the manner prescribed above, bid of the bidder shall be rejected.

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

SECTION III

Scope of the Work

1) Brief description of the work:

The work involves "Repairing of faulty 25A/50A/100 A SMPS Power Plant Modules/control panel of all types & makes" AS IS WHERE IS basis at Telephone Exchanges / BTS, in Adilabad telecom District.

2) Working/faulty SMPS power plants modules:

The following make of 25A/50A/100 A Power Modules/control panel are working in Adilabad Telecom District.

S.No.	Capacity	No. of modules Working/faulty	No of Control Panels(including LVD)
1	25 A	565	20
2	50 A	58	8
3	100 A	90	10

- 3) Period of agreement :** The agreement shall be for a period of **ONE** year from the date of signing or till completion of the work up to estimated cost, whichever is earlier. However, the agreement can be **extended for a further period not exceeding 6 (six) months** during which period the same approved rates will be operated.
- 4) Expected Expenditure :** ₹ 22,91,400/-
- 5) BSNL's right to vary quantum of work :** BSNL, at the time of award of work under the contract, reserves the right to decrease or increase the work as per the situation.
- 6) The contractor should be in a position to attend all types of repairs of Power Plants / Power Modules (SMPS)/control panels of different make such as ITI, HFCL, Amara Raja ,Exicom, Delta/any other which are presently available, under the jurisdiction of the General Manager Telecom District, Adilabad within the stipulated time from the date of issue of work orders by the Area Divisional Engineers of the respective Divisions of Adilabad Telecom District, i.e. Area DE Adilabad, Area DE Nirmal, Area DE Mancherla & Area DE Sirpur Khagnagar. The contractor must be in a position to attend the Power Plants Modules at sites in Adilabad Telecom District by mobilizing adequate man power so that Power Plants are repaired as and when gone faulty without any delay.**

Assistant General Manager (CFA)
O/o GMTD-ADILABAD.

SECTION –IV: Instructions to the Bidders

The Bidders must carefully read all the terms and specifications before filling up the Schedule and their quotations.

1. Definitions:

The "Tender/Bid" means the documents forming the Tender and acceptance thereof and the formal agreement executed between the BSNL and the successful Bidder together with the documents referred therein including the conditions, specifications, designs, drawings and instructions issued from time to time by the General Manager Telecom District, Adilabad or his authorized officer and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the Tender document, the following expressions shall unless the contexts otherwise required have the meanings hereby respectively assigned to them.

- a) The "BIDDER" shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal, personal representative or such individual or the person composing such firm or company or successors of such firm or company and the permitted assignee or such individual or firm or firms or company.
- b) The Successful Bidder will herein after be referred to as "CONTRACTOR".

2. Eligible Bidders:

- a) Manufacturers of the specified makes of the SMPS Power Plants
- b) Authorized Dealers/Suppliers/Service agents of the specified makes of the SMPS Power Plants or Companies/Firms/individuals who have minimum 2 years experience in repair of SMPS Power Plants/control panel of the specified makes available in the Adilabad telecom District as mentioned in Para 2 of Section III.
- c) The Bidder (s) whose near relatives are employed in BSNL either directly recruited or on deputation are prohibited from participating in the bids on execution of work in different units of BSNL which has been defined in bid. A certificate as per the pro-forma given in **Annexure- I** is to be submitted by the contractor to the effect that there are no near relatives of the bidder/contractor in the BSNL unit.

The near relatives mean:

- (i) Members of 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), daughter(s), son's wife (daughter-in-law), daughter's husband (son-in-law), brother (s) and brother's wife (sister-in-law), sister (s) and sister's husband (brother-in-law).

- d) In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the bid/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 the company or firm or concerned person. The company or the firm or the persons will also be debarred for the future participations in the concerned unit.
- e) **Experience certificate** :The Bidder should have experience of repairing Power Plants/Modules at least for Two years and should submit a certificate in this regard from not below the rank of DE of BSNL. However, this is not necessary for Power Plant manufacturers.
- f) **Declaration of black listing.** The contractor has to submit a notarized declaration that self /partners are not black listed in the last three years in any unit of the BSNL, at the time of submitting the bid document (Annexure-IV).

3. Technical Bid Evaluation shall be done on:

- a) Fulfillment of experience conditions of tender as detailed in Tender information
- b) Fulfillment of technical specifications of the tender in respect of all items mentioned under **Specification of the Power plant modules repair .**
- c) All documents mentioned Tender information under point 5 should be submitted unless they are not applicable to the Bidder. Else the bid will be treated as substantially non responsive.

d) Bid determined as substantially non responsive shall be rejected by TEC and shall not be subsequent to bid opening, be made responsive by tenderer by correction of non-conformity.

(II). Financial Bid: The Financial bids of techno commercially compliant bidders only shall be opened. The financial bid should consist of price schedule only i.e. Section-IX of the Bid Document

The bidder should quote the following in the quotation form prescribed in Section-IX.

- 1) Charges for repairing of power plant modules

Note :

- I. The rates quoted should be inclusive of cost of components, transportation and all taxes except GST
- II. The rates quoted should be same for all makes and types including all spares.
- III. The bidder should quote the rates in the enclosed Section-IX in Figures as well as in Words in English. Any ambiguity in rate, over writing and unattested corrections will make the bid invalid and will be rejected. Any correction, if necessary, should be made scoring out the original rate and writing the new rate duly attested

- d) In the event of the bid being submitted by a partnership firm, it must be signed by all the partners unless it is signed by a person holding power of attorney authorizing him to sign on behalf of all the partners.

- e) The bidders should scrutinize carefully all the clauses of the bid and sign on all the pages of bid schedule
- f) When the bid is received by BSNL, it will be understood that the bidder(s) has/have gone through carefully in detail all the instructions, General Conditions, Bid conditions for the execution of the bid and that the bidder(s) has/have got himself/themselves clarified all points and doubts and interpretations by the proper authority of BSNL.
- g) The rates quoted should be written clearly and legibly both in figures and words. Irrelevant information should be avoided. If the amount quoted in figures and words are different, the amount quoted in words will be taken into account. The rates quoted should be inclusive of cost of components, transportation and all levies except GST.

4. EMD :

- a) Every bid should be accompanied by an EMD of ₹ 57,285/- (Rupees fifty seven thousand two hundred eighty five only). The EMD should be submitted in the form of D.D. drawn in favour of A.O (Cash), BSNL, O/o GMTD, ADILABAD. Bids without EMD will not be considered. Conditional bids will not be accepted and will be rejected without giving any reason.
- b) The EMD will not earn any interest during the period of retention by the BSNL.
- c) The EMD paid by the unsuccessful bidder will be refunded within one month from the date of expiry of validity of the bid or immediately after finalization of the Bid whichever is earlier. Bidder(s) are advised to send advance stamped receipts along with the Technical bid to facilitate early refund of EMD.
- d) The EMD of the successful bid will be converted into part of Security Deposit.
- e) EMD is liable to be forfeited in case (a) the bidder withdraws his bid offer after opening the bids or makes any modifications in the terms and conditions of the bid before acceptance which are not acceptable to GMTD, Adilabad (b) the successful bidder fails to furnish the Security Deposit within fifteen days after acceptance and fails to enter into agreement.

5. Bid Validity: The bid is valid for a period of 180 days from the date of opening.

6. Rejection of bid :

- a) The GMTD, BSNL Adilabad reserves the right to reject any or all bids without assigning any reason whatsoever.
- b) Bid form is not transferable. Bids submitted by the bidders in their own pro-forma are liable to be rejected.
- c) The bidders have to quote for all capacities of power plants as specified in the price schedule. Partial bids will not be considered for evaluation.
- d) Any attempt or negotiation direct or indirect on the part of the bidder with the authority who is competent finally to accept the bid or to influence by any means, the acceptance of the bid will be liable to exclusion of consideration

Conditional bid such as with a mention that “increase in market rate or taxes or duties of manufacturers, rates, etc., will be charged extra” will stand disqualified and will not be accepted

- e) All incomplete bids and bids without proper supporting documents will be totally rejected. No correspondence will be entertained in this regard.
- f) Willful suppression of facts / canvassing / failure to comply with the execution of the contract giving wrong or incorrect information will entail rejection of the bid
- g) The bids not confirming to the above Terms and Conditions will be rejected.

7. BSNL right to accept offer of more than one bidder: The GMTD, BSNL Adilabad also reserves the right to accept the offer of more than one bidder on the basis of either capacities of Power Plant Modules or by dividing the repair work of each type of module to more than one bidder at L1 rates in the interest of smooth functioning of repair work. He is also not bound to accept the lowest quotation of the bid. The decision of the General Manager Telecom District, Adilabad shall be final and binding on all concerned.

8. The General Manager, Telecom District, Adilabad, Reserves the right to impose any conditions if necessary during the validity of the Tender after mutual agreement.

9. The participated bidders can approach any Court of Law against the decision of the General Manager Telecom District, Adilabad only at Adilabad, only if due process of remedy/reconciliation fails.

10. Evaluation of bids : The bids will be evaluated based on the lowest cumulative (composite) price arrived for repairing of 25 A ,50 A and 100 A power plants modules/control panels(including LVD) i.e the sum of Grand Total quoted for each SMPS PP capacity wise by the bidder under section IX in price schedule. The lowest cumulative price obtained will be treated as L1.

11. Award of contract: The L1 bidder as per the evaluation of the clause 10 will be awarded with the tender subject to fulfillment of all the tender instructions & conditions.

12. Issue of Letter of Intent:

The issue of letter of Intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with security deposit in conformity with clause **13 of section- IV of** the bid document before signing of agreement.

13. Security Deposit:

- a. The successful bidder should pay Security Deposit of an amount equivalent to 10% of the contract agreed value.
- b. The EMD paid by the successful bidder will be converted into part Security Deposit and the successful bidder has to pay the balance amount so as to make the total Security Deposit equivalent to the above mentioned amounts. The Security Deposit can be paid in cash or by DD drawn on any Nationalized Bank in favour of AO (Cash), BSNL, Adilabad. The balance Security Deposit can also be given in the form of Bank Guarantee from any Nationalized Bank valid for a period of at least 18 months from the date of entering into agreement. The Security Deposit will not carry any interest while with BSNL.
- c. The Security Deposit will be refunded after six months of completion of agreement period and after satisfactory completion of all the contractual

obligations by the Contractor including the warranty for the Power Plants repaired last. For claiming the refund of Security Deposit, the Contractor shall produce "No Objection Certificate" from area DEs

- d. The security deposit amount is liable to be forfeited either in full or in part if the successful bidder fails or neglects to perform any of his obligations under the terms and conditions of the bid contract.
- e. The security deposit is payable as a guarantee for the satisfactory performance of the contract.

14. Signing of Agreement:

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL non-judicial stamp paper worth of ₹100/- (Rupees One Hundred Only) for the purpose as per the pro-forma given in this document within a week of submission of security deposit as per clause 13 above.

15. Annulment of Award:

Failure of the successful bidder to comply with the requirement of clause 14 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

16. Revision of rates not allowed :

No revision of rates due to escalation of prices of spare parts or any other reason will be accepted after the bid is opened. The successful bidder will have to carry out repair works at the accepted rates only during the period of contract including the extended period, if any.

17. Arbitration:

- a) In the event of any question, dispute or difference arising under this agreement or in connection THERE-WITH (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Chief General Manager Telecom, BSNL, TT Circle, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of Chief General Manager Telecom, BSNL, TT Circle, Hyderabad or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chief General Manager Telecom, BSNL, TT Circle, Hyderabad or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, BSNL, TT Circle, Hyderabad or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, BSNL, TT Circle, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of the arbitration proceeding shall be the office of the General Manager, Telecom District, BSNL, Adilabad or other places as the arbitrator may decide.

18 FORCE MAJEURE

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

Assistant General Manager (CFA),
O/o GMTD-ADILABAD

SECTION –V:

TERMS AND CONDITIONS

Works allotment from Area DEs shall be as follows:

- 1) Contractor should intimate the telephone, Fax, mobile numbers and e-mail id of the contractor to the area DE/ SDE for booking of faults.
- 2) **Booking of faults:**The DE/SDE/JTO concerned will book the complaints on faulty modules/control panel by email on address_____ or by fax to telephone No_____.The complaints will also be intimated over phone no_____. Details about faulty components to be replaced/repared will be given by the in charge Area DE/ SDE/JTO of concerned division to the contractor.
- 3) **Issue of work order :**The work order for repairing of any power plant/ modules/control panel(including LVD) will be issued by the DE in-charge of the area concerned with a copy to AGM (CFA) section, up to the limit specified in agreement.
- 4) The General Manager Telecom District, ADILABAD can get the Power Plants modules repaired from other than the approved Contractor in case the repairs are not carried out by the Contractor within the stipulated time period. The excess expenditure incurred, if any, will be recovered from the Contractor.
- 5) The General Manager Telecom District, ADILABAD reserves the right to terminate the contract with a 7-day notice for delay in repair of all types of Power Plants modules or unsatisfactory repairs. The General Manager Telecom District, ADILABAD also has the right to terminate the contract and award the work in full or partial to any other person without assigning any reason.
- 6) If the Contractor's repairs of the Power Plant is found to be with the poor quality components or fails to comply with the specification of the bid contract, the bidder is liable to be black-listed and will not be allowed to participate in future bids.
- 7) The bidder will be responsible for the safety of the Power Plant Modules/control panel given to him for repairs. The cost will be recovered from the bidder's bill if the Modules/control panel are lost or damaged. No extra charge will be paid for watching or safeguarding for the Modules/control panel given for repairs.
- 8) The contractor shall not assign sub-contract or sub-let the whole or any part of works to any other person or agency.
- 9) Nothing will be paid by the BSNL towards traveling charges of the labour and transportation charges etc., the bidder has to arrange the accommodation etc., for the labour at work spot.
- 10) The faulty components replaced should be handed over to Area Divisional Engineers of the respective Divisions of Adilabad Telecom District, along with the repair report by contractor.

- 11) The JTO / SDE in charge of power plants in respective Divisions are responsible for quality of the work and workmanship. Before submitting the bills, officer in charge concerned should see the bills are submitted as per standards and after proper inspection of modules.
- 12) Repairing of various types of faulty power plants of SMPS modules at sites in Adilabad Telecom District AS IS WHERE IS basis are to be attended promptly even at short notice. The Area Divisional Engineers of the respective Divisions in Adilabad Telecom District, reserve the right to restrict the work order as per departmental immediate requirement.
- 13) All faulty SMPS type power plant units are to be repaired at the sites in Adilabad Telecom District to the 100% satisfaction of officer in-charge. All components taken to the sites of contractor are to be repaired fully and no component should be returned unrepaired.
- 14) **Repair report** : Repair report showing the details of faulty parts replaced services done etc., is to be prepared by the bidder in triplicate for each module repaired by the contractor at site with the signature of the repairer as well as officer in charge of the area. Out of which one copy is to be given to the officer in charge of area immediately after the repair of module. One copy is to be enclosed to the bill to be submitted and the third copy may be retained by the contractor.
- 15) **Warranty:**
 - (a) The Bidder should give a warranty of **6 months** for the modules/control panel repaired by him. If any module/control panel becomes faulty within 6 months of its repair in normal course, the bidder should attend to its repair again free of charge.
 - (b) The repairs/servicing/spares/parts supplied shall carry a warranty for a minimum period of **6 (Six) months** against any mal-functioning.
- 16) **SPECIAL CONDITIONS:**
 - a. In no case unit should be returned stating that it is beyond repair.
 - b. In case of a unit goes faulty for more than 3 times in a year, it should be replaced at the cost of the bidder.
 - c. In case of any unit is declared as irreparable the contractor should replace the same with new one at his own cost, except for exceptional cases of severely damaged/burnt modules for which relaxation shall be given by DGM (Tech), O/o GMTD, Adilabad after receipt of certificate from Contractor to the extent and ratified by the field DE.
- 17) The GMTD, ADILABAD reserves the right to modify the terms and conditions before the issue of letter of acceptance to the successful bidder, if the existing circumstances warrant such changes in the opinion of the GMTD, ADILABAD
- 18) **EPF /ESI / Labour and other statutory clauses**
 - a) The contractor is solely responsible for implementation of labour acts/ Labour laws and rules made by Labour Commission from time to time.
 - b) The contractor shall strictly comply with all rules / regulations etc, as per law in force including but not limited to contractor Labour (R&A) Act, Shops and Establishments Act, Employees Provident Fund Act, ESI Act, Minimum Wages Act and payment of wages Act etc., as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by him.
 - c) The contractor will have to insure all his personnel under workmen compensations Act, at the places which are not covered under ESIC and A copy of ALL RISK INSURANCE POLICY shall have to be furnished to Department.
 - d) The contractor shall maintain all the documents necessary to satisfy provisions of labour Act such as age sex, educational Qualifications, addresses of the personnel, PF payments made ESI payments etc.,

- e) If any of conditions mentioned above are not complied with by the Contractor Payments arising out of contract shall be withheld.
- f) The Contractor shall be held responsible for any damage(s) / losses to the Company caused due to the negligence of his workforce and shall compensate to the Company Adequately against such losses which will be assessed and determined by the Company.
- g) While submitting bills to the Company, the Contractor shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by him in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the Company will be withheld until such compliance.
- h) The contractor shall duly comply with all Acts, Laws, including Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable.
- i) In case, while on duty and during the course of engagement in the work premises of the Company under this Agreement, if any of the Contractor's workforce meets with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., First-Aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities under the ESI / PF or Workmen's compensation Act.
- j) The Contractor shall indemnify and compensate the company, if the company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Contractor. In any such eventuality, the provisions relating to recovery as provided in the relevant clauses of the Act shall be applicable in Toto.
- k) The Company will have privity of contract with Contractor only and will give instructions to him and will have nothing to do or be connected with the conditions of employment of the workers working for the contractor. The workers engaged by the contractor shall not have any claim against the Company for regularization etc. and their engagement shall stand terminated as soon as the work for which the contract is signed and agreed to comes to an end or the contract is rescinded or cancelled or terminated under any other clause of the contract or by operation of any law.

19) PENALTY:

- a) The successful bidder should attend the repair works as and when reported by the Area DEs/SDEs and as per the Work Orders issued by the area DEs within a period of 48 hours from the time of issue of Work Order.
- b) If the bidder fails to attend the repair works within 48 hours, the following penalty will be levied depending on the following cases.

Case (i) : Repair time more than 48 hrs and up to 7 th day	- 5% of the total bill
Case (ii): Repair time beyond 7 days, and upto 10 th day	- 10% of the total bill
Case (iii) : Repair time beyond 10 days, and upto 15 th day	- 25% of the total bill
Case (iv) : Repair time beyond 15 days, and upto 30 th day	- 50% of the total bill
- c) If the Contractor fails to repair beyond 30 days, **his name will be black listed and contract will be terminated with forfeiture of Security Deposit.**
- d) In exceptional cases, the Contractor shall approach DGM (Tech), Adilabad for obtaining relaxation in repair time beyond 30th day clearly stating and justifying the reasons why relaxation is needed. DGM (Tech), Adilabad may give the approval after analyzing the justification.
- e) If any module is damaged while repairing, total cost of the module may be charged as penalty.

20) Termination:

- a) The General Manager Telecom District, Adilabad reserves the right to terminate the contract with a 7 day notice for the undue delay in repair of Power Plant Modules or unsatisfactory performance by the Contractor.
- b) The Bid may be terminated by BSNL at any time even after entering in to agreement without assigning any reasons, even before completion of the bid.

21) Payment Terms:

- a) 100% of the payment will be made on contractor's pre-receipted bills. The payment will be made only after it is certified by the area Divisional Engineer, who issues Work Order and certifies that the repairs of Power Plant Modules have been completed satisfactorily and as per the bid approved rates.
- b) Bills have to be submitted in triplicate with machine serial numbers along with advanced stamped receipt and with a copy of the Service/ Repair report. The bills shall be submitted to the AGM (CFA),O/o GMTD, Adilabad before the last day of the month in which the repairs were carried out. For example, for all the repairs done during the month of Dec-2019, the bills shall be submitted by 31st Dec 2019.
- c) Payment of the bills will be made by A/c payee NEFT/RTGS subject to availability of funds after the bills are passed by competent authority. All statutory taxes as applicable will be deducted from the Contractor's bills.
- d) The Contractor should furnish the PAN number and GSTIN number on the bills.
- e) The work order issued by area DE should be enclosed to the bill, failing which the claim will be totally rejected.
- f) If any over payment is noticed after payment of bills, the same will be recovered from future bills or from Security Deposit / EMD.
- g) A penalty as per clause 19 of section V will be imposed on the contractor on all delayed/incomplete and substandard works besides cancellation of the bid agreement and forfeiting the S.D. The contractor will be black listed and barred from participation in future bids
- h) Taxes at source will be deducted as per rules in force.

SECTION-VI : INFORMATION & INSTRUCTIONS TO THE BIDDER FOR

E-tendering Instructions to Bidders

General

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

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

For conducting electronic tendering, BSNL HQ is using the portal (www.etenders.gov.in)

1. Broad outline of activities on e-tender portal from Bidders prospective

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

2. Digital Certificates

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

3. Registration

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

Pay Annual Registration Fee if applicable.

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

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

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on www.etenders.gov.in

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

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

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

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

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

5. Other Instructions

For further instructions, the vendor should visit the home-page of the portal www.etenders.gov.in and go to the User-Guidance Center

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

6.Submission of Earnest Money Deposit:

Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above e-Procurement Portal through <https://etenders.gov.in/eprocure/app>

Refund of Earnest Money Deposit to the unsuccessful/successful bidders will be made as per the conditions given in the tender document.

A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online e-Tender) and original D.D. should be submitted to the designated BSNL office in the sealed envelope on or before the due date mentioned in Schedule of respective e-Tender.

7.Submission of Tender Document Fees:

The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document (if applicable). If the bidders are exempted from Tender document fees then they have to upload copy of exemption certificate during bidding process.

8.Tender Download:

The Eligible Bidders can download the Tender Document online from above-Procurement Portal <https://etenders.gov.in/eprocure/app> on or before the Schedule Dates mentioned in the e-Tender floated.

9.Submission of online bids:

The bidders are required to prepare their bids on online e-Procurement Portal as mentioned above. During bid preparation the bidders have to Map the Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should

take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

10. Opening of Tender (Electronic offers):

The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required.

In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened. The authority shall then open the tenders submitted by the contractors online through the e-Tendering Portal (website).

11. Short listing of Bids (Electronic Offers):

After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the short listing process will be executed on online e-Procurement Portal only.

SECTION:VII
Certificate of No Near Relatives in BSNL

ANNEXURE – I

“ I _____ S/o _____ r/o _____

_____ hereby certify that none of my relative(s) as defined in Para 2 (c) of Section IV in the bid document is/are employed in BSNL unit as per details given in bid 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”.

Station:

Signature:

Dated:

Name:

Status & Rubber Stamp

Address:

NB: - (i) In case of Proprietorship firm, certificate will be given by the Proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the Company.

(ii) In case, Certificate is to be given by more than one person, additional sheets may be attached.

ANNEXURE – II

PROFORMA REGARDING CERTIFICATE TO BE GIVEN BY INDIVIDUALS

I,Mr..... Son of hereby

Declaring that I am an individual proprietary concern and do not have any proof of Registration as firms/partnership deed. Further I declare that I have registered for GST, ESI, EPF and Labour license as individual only.

Signature of the bidder

ANNEXURE-III

CERTIFICATE

“I/ Weauthorized signatory hereby declare that the tender document submitted has been down loaded from the web site <https://etenders.gov.in/eprocure/app> and no additions / deletions / correction has been made in the proforma down loaded. Further if any modification in the tender schedule is noticed the bid may be rejected irrespective that whether the tender is under evaluation or awarding stage or awarded or at any stage, as per the decision of the GMTD, ADB. The decision of the GMTD, ADB is final and binding on both sides. The EMD or Security deposit paid by me can be forfeited. I also declare that I have enclosed a D.D. for Rs..... Drawn on AO (Cash), BSNL, Adilabad on bank (Name of the bank) towards the cost of tender document with this bid.”

Signature of the bidder

ANNEXURE-IV

SELF DECLARATION OF NON BLACKLIST

“I/ Weauthorized signatory hereby declare that I/ Our firm was not black listed by any organization as on date.

Signature of the bidder

SECTION –VIII CLAUSE-BY-CLAUSE COMPLIANCE

S.No.	Para No.	Compliance		S.No.	Para No.	Compliance	
		Yes	No			Yes	No
1	Section IV 1			21	Section V – 3		
2	Section IV 2			22	Section V – 4		
3	Section IV 3			23	Section V 5		
4	Section IV 4			24	Section V 6		
5	Section IV 5			25	Section V 7		
6	Section IV 6			26	Section V 8		
7	Section IV 7			27	Section V 9		
8	Section IV 8			28	Section V 10		
9	Section IV 9			29	Section V 11		
10	Section IV 10			30	Section V 12		
11	Section IV 11			31	Section V 13		
12	Section IV 12			32	Section V- 14		
13	Section IV 13			33	Section V- 15		
14	Section IV- 14			34	Section V- 16		
15	Section IV- 15			35	Section V- 17		
16	Section IV- 16			36	Section V- 18		
17	Section IV- 17			37	Section V- 19		
18	Section IV -18			38	Section V- 20		
19	Section V – 1			39	Section V- 21		
20	Section V – 2						

SECTION- IX: PRICE SCHEDULE

From:

To

The Assistant General Manager (CFA),
O/o GMTD, BSNL ADILABAD.

I have gone through all the terms and conditions laid down in the Tender Schedule and I agree to abide by all the terms and conditions mentioned therein. I shall execute the Tender Contract agreement with all terms and conditions included in the bid schedule. The rates quoted by me are mentioned here under. The rates are Inclusive of all the levies, duties and taxes, transportation charges except GST. Schedule of works for Repair of 25A/50A/100 A SMPS Power Plant modules/control panel (all types & makes) in Adilabad Telecom District.

SMPS Power Plant Modules

S.No.	Description of work	Approx. quantity (A)	Rate quoted in Rupees per Module (B)		Total (₹) C= (A * B)
			Figures	Words	
1	Charges for repairing of modules of capacity 25A	565			
2	Charges for repairing of modules of capacity 50A	58			
3	Charges for repairing of modules of capacity 100A	90			
4	Charges for repairing of control panel of PP including LVD of 25A Power Plant	20			
5	Charges for repairing of control panel of PP including LVD of 50A Power Plant	8			
6	Charges for repairing of control panel of PP including LVD of 100A Power Plant	10			
	Composite Price Total				

Note :

- 1) The rates quoted for each module should be inclusive of cost of components, transportation and all other levies except GST
- 2) The rates for each module should be quoted in figures as well as words. If there is discrepancy between figures and words, the rates quoted in words will be taken into consideration.
- 3) The rates for each module quoted should be same for all makes and types including all spares.
- 4) L1 shall be decided based on total cost (as a single package).

SECTION- X : (Agreement Proforma)

This Agreement is made on _____ day of _____ 2020 BETWEEN The Bharat Sanchar Nigam Limited represented by the General Manager, Telecom District, Adilabad or his authorized representative (here-in-after referred to as BSNL on one part.

AND

M/s _____ of the Partnership carrying on under the name and style of duly authorized (here-in-after referred to as the Contractor) on the other part.

Whereas “ BSNL is desirous of getting executed certain works viz., Repairing of faulty 25A/50A/100 A SMPS Power Plant Modules of all types & makes” AS IS WHERE IS basis at Telephone Exchanges / BTS, in Adilabad telecom District and where as the “Contractor, ready and willing to execute the said works and / or supply the said items in accordance with the contract.

Now this agreement witnesseth and it is hereby agreed and declared as follows.

And where as it is one of the Terms and conditions of the Contract that the contractor should, as security for the fulfillment of said contract, deposit ₹ _____ (Rupees ----- Only) to the General Manager, Telecom District, BHARAT SANCHAR NIGAM LIMITED, Adilabad and he has accordingly prior to signing here of : Submitted BG No: _____ dtd _____ valid upto _____ for the said amount from _____ bank _____.

And now this indenture witnesseth that in consideration of the payment made by the Contractor, the Contractor will duly supply the items and / or shall execute said works with great promptness, care and accuracy with good workmanship to the best of satisfaction of the BSNL and shall complete the same in accordance with the said specification and condition of the contract on or before as instructed.

And the BSNL hereby agree that if the Contractor shall duly supply / perform the work in accordance with the said Terms and Conditions of the contract, the BSNL will pay or cause to pay to the contractor for the said supplies /works on final completion thereof the amount due in respect thereof at the rate specified thereof.

I Additional Documents: The Notice Inviting Tender, Instructions to the bidders, Terms & conditions and such additional particulars, instructions and drawings etc., as may be found requisite to be given during execution of the work and / or supply of material shall be deemed and taken to be as integral part of the contract and shall also be deemed to have been included in the expression contract wherever herein used.

II Estimated cost of tender: *(As arrived at after finalization of tender based on composite price of repair of 25 A / 50 A/ 100 A power plant modules put together.)* ₹ 22,91,400/-

III. Validity of agreement: The agreement shall be for a period of one year from the date of signing or till completion of the work up to estimated cost, whichever is earlier. However, the agreement can be **extended for a further period not exceeding 6 (six) months** during which period the same approved rates will be operated.

Witness thereof parties there to have executed in these presence, on the day and the year first above written.

For BSNL

For M/s

Signature of witness:

Signature of witness: