

*E-TENDER FOR REPAIR OF 100Amps POWER PLANT MODULES
IN KURNOOL TELECOM DISTRICT FOR THE YEAR 2020-2021*

भारत संचार निगम लिमिटेड

(भारत सरकार का उद्यम)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

कार्यालय-महाप्रबंधक, दूरसंचार जिला, बी.एस.एन.एल. भवन, सुनकेसला रोड, कर्नूल-518050

O/o The General Manager, Telecom Dist., BSNL Bhavan, Sunkesula Road, KURNOOL-518 050.



E-Tender Schedule

**E-Tender for Repair of SMPS Power Plants (Modules, related cards etc)
(100A all makes & types)
For The Year 2020-2021 in KURNOOL Telecom District.**

"Certified that this Tender Schedule No. **PGMTD-KNL/MM/Ltd.Tender/ Repairs of 100 Amps Power Plant Modules/2019-20/** dated **31.03.2020** contains 27 pages serially numbered including cover page." www.ap.bsnl.co.in OR e-procurement Portal <https://apbsnl.etenders.in>.

Availability of bid document on-line from	22.04.2020 10.00 hrs
Time and last date of submission of bids	18.05.2020 13.00 hrs
Time of opening technical bids	19.05.2020 11.00 hrs
Time of opening financial bids	Will be intimated later

**In case the proposed tender opening day happens to be holiday,
the tender shall be opened on the
next working day, same time.**

From _____

**Assistant General Manager (PLG)
O/o GMTD-BSNL, Kurnool.**

Tel no. 08518-225711; mobile: 9490131146; e-mail id: knlsdemm@gmail.com

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O/o The General Manager, Telecom Dist., BSNL Bhavan, Sunkesula Road, KURNOOL-518 050.



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SECTION-I



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

O/o The General Manager, Telecom Dist., BSNL Bhavan, Sunkesula Road, KURNOOL-518 050

Tender No.:PGMTD-KNL/MM/E-Tender/Repairs of 100Amps PPMODULES /2019-20/ dtd at KNLthe 31.03.2020

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, Kurnool 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 Rs.)	EMD 2.5% of estimated cost (in Rs)	SD (In Rs.)	Eligibility to participate in bids
1	Repair of all types/makes of 100Amps SMPS power plants (Modules, related cards etc.)	2,00,000/-	5000/-	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.ap.bsnl.co.in. The tender document for participating in E tender shall be **available** at **22/04/2020** (<https://apbsnl.etenders.in>) **from** 10.00hrs of onwards.

Bidders must register on the e-tender portal (at <https://apbsnl.etenders.in>) (refer point no 4 of Special instructions to bidders for etendering), 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 Rs 590/-** drawn in favor of AO (Cash), BSNL, Kurnool, shall have to be submitted towards tender document fee, failing which the bid will be rejected.

2.2. BSNL Kurnool 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.

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3. Sale of physical tender Document: Not Applicable.

4.1. Eligibility Criteria: The Tenderer should have experience in carrying out repair of power plants. Authorized Dealers/Suppliers or their Service agents or Companies/ Firms/ individuals having minimum experience of 2 years in repair of SMPS Power Plants/Modules 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 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 for Rs.5000/-in the form of DD from a Nationalized bank drawn in favor of AO (CASH), BSNL, and Kurnool.

6. Last date & time for downloading of tender document: up to 13.00 hrs of 18.05.2020.

7. Date & Time of Submission of e - Tender bids: Up to 13:00 Hrs on 18.05.2020.

The Tender document shall be available for download upto 10 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 11:00 Hrs of 19.05.2020.

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 DGM(Mtce), % GMTD,Kurnool 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,KNL 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,KNL also reserves the right to select one or more contractors.

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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://apbsnl.etenders.in>).

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.

13.3. In case the proposed tender opening day happens to be holiday, the tender shall be opened on the next working day, same time.

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.

**Assistant General Manager (PLG)
O/o GMTD-BSNL, Kurnool.**

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SECTION-II:
Bidder's Profile & Declaration

From

To

AGM(PLG)
O/o GMTD, BSNL,
Kurnool-518050.

Sir,

Sub:-Submission of sealed tender as per the Advertisement in _____ Dated _____ for the Repair of SMPS power plant modules in Kurnool SSA for the year 2020-21.

- - -

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 , Kurnool. DD for **Rs.5000/-** from a 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 duly notarized**

**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:

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TENDER INFORMATION

1. Type of tender: Single Stage bidding, two stage opening using two Envelopes followed by e -reverse auction.

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

2. Bid Validity Period: one year 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 **Rs.5000/- AO (Cash), BSNL, Kurnool** from any Nationalized Bank.
- 2) Experience Certificate to be submitted in Technical Bid (duly certified. Proof of Registration-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 no 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 bank towards cost of the Tender Document for **Rs.590/-** drawn in favour of **AO (Cash), BSNL, Kurnool**.
- 7).Self attested copy of PAN CARD of the bidder.
- 8).Self declaration of non black listing in annexure-IV **duly notarized**
- 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.**

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The following documents are required to be submitted offline (i.e. offline submissions) to AGM (Plg), %GMTD, Kurnool-518050.

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 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 (Plg) chamber , O/o GMTD, BSNL, Kurnool- 518050, AP 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.

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SECTION III :
Scope of the Work

1) Brief description of the work:

The work involves "Repairing of faulty 25A/50A SMPS Power Plant (Modules, related cards etc) of all types & makes" AS IS WHERE IS basis at Telephone Exchanges / BTS, Kurnool telecom District.

2) Working SMPS power plants / modules :

The following make of 25A/50A Power Plant Modules are working in Kurnool Telecom District.

S.No.	Capacity	No. of power plants working approximately	No. of modules working approximately
1	100 A	35	140

- 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 :** Rs.2,00,000/-
- 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 to the extent of + or - 25% of estimated cost of Tender
- 6)** The contractor should be in a position to attend all types of repairs of Power Plants / Power Modules (SMPS) of different make such as ITI, HFCL, Amara Raja, Exicom, Delta etc., under the jurisdiction of the General Manager Telecom District, Kurnool within the stipulated time from the date of issue of work orders by the Sub Divisional Engineer(MM)%GMTD,BSNL,KNL. The contractor must be in a position to attend the Power Plants Modules at sites in Kurnool Telecom District by mobilizing adequate man power so that Power Plants are repaired as and when gone faulty without any delay.

Assistant General Manager (PLG)
O/o GMTD-Kurnool

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, Kurnool 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 of the specified makes available in the Kurnool 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).

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- 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).

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.
- 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 :

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Every bid should be accompanied by an EMD of Rs.5000 (Rupees Thirteen Thousand only). The EMD should be submitted in the form of D.D. drawn in favor of **A.O (Cash), BSNL, O/oPGMTD, KURNOOL**. Bids without EMD will not be considered. Conditional bids will not be accepted and will be rejected without giving any reason.

- a) The EMD will not earn any interest during the period of retention by the BSNL.
- b) 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.
- c) The EMD of the successful bid will be converted into part of Security Deposit.
- d) 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, KURNOOL 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 one year from the date of opening.

6. Rejection of bid :

- a) The GMTD, BSNL KURNOOL 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 proforma 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 KURNOOL also reserves the right to accept the offer of 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

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Manager Telecom District, KURNOOL shall be final and binding on all concerned.

8. The General Manager, Telecom District, KURNOOL, 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, KURNOOL only at KURNOOL, only if due process of remedy/reconciliation fails.

10. TENDER EVALUATION:

The tender will be evaluated based on the lowest rates quoted [L1] in r/o 100Amps Power Plant modules as per financial Bid and to the best advantage of BSNL

All incomplete tenders and tenders without proper supporting documents will be totally rejected. No correspondence will be entertained in this regard.

Willful suppression of facts / canvassing / failure to comply with the execution of the contract giving wrong or incorrect information will entail rejection of the tender.

The tenders not confirming to the above Terms and Conditions will be rejected.

11 **SAFETY PRECAUTIONS:** The Tenderer will be liable for payment of compensation for the damages so caused to BSNL, Public or Private Property. Any compensation payable during the execution of the work under work man's compensation Act or any other Act will be the liability of the Tenderer and the BSNL will not reimburse any portion of it anyway

12. **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.

13. 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.

14. 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, KURNOOL. 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 48 months from the date of entering into agreement. The Security Deposit will not carry any interest while with BSNL.

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- 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.

(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-XI of the Bid Document

15. 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 Rs.100/- (Rupees One Hundred Only) for the purpose as per the proforma given in this document within a week of submission of security deposit as per clause 13 above.

16. 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.

17. 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.

18. 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, AP Circle, VIJAYAWADA 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, AP Circle, VIJAYAWADA 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, AP Circle, VIJAYAWADA or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chief General Manager Telecom, BSNL, AP Circle, VIJAYAWADA 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

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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 Chief General Manager Telecom, BSNL, AP Circle, VIJAYAWADA 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, KURNOOL. or other places as the arbitrator may decide

18 FORCE MAJEURE

If at any time during the continuance of this Agreement, the performance in whole or in part by either party, of any obligation under this agreement shall be prevented or delayed by the reason beyond control / force majeure, neither party shall by reasons of such events, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

Force majeure shall mean and be limited to the following

- a. War / hostilities
 - b. Riot or Civil Commotion.
 - c. Earth quake, fire, flood, tempest, lightening, or other natural physical disaster.
 - d. Restrictions imposed by the Government (Central & State) or other statutory bodies which prevent or delays the execution of the order, The contractor shall advise purchaser, by registered letter duly certified by the local chamber of commerce statutory authorities, the beginning and the end of the above cause of delay within 7(Seven) days of the occurrence and cessation of such force majeure condition. In the event of delay lasting over one month, if arising out of causes of force majeure purchaser reserves the right to cancel the order without any obligation.
54. SET OFF:

Any sum of money due and payable to the agency (including security deposit refundable to it) under this agreement may be appropriated by the GMTD, Kurnool or the BSNL, or any other person or persons having agreement through the BSNL and set off the same against any claim of the GMTD, Kurnool or BSNL or such other person for payment of a sum of money arising out of this agreement or under any other agreement made by the agency with the GMTD, Kurnool or such other person having agreement thro' BSNL.

I have gone through the Terms and Conditions thoroughly and they are acceptable to me.

**Signature of the Tenderer
(with date & stamp)**

SECTION -V :TERMS AND CONDITIONS

1. If the Contractor repairs / maintenance of the Power Plant modules found to be with the poor quality components or fails to comply with the specification of the tender contract, the tenderer is liable to be black-listed and will not be allowed to participate in future tenders.
2. The tenderer will be responsible for the safety of the Power Plant Modules given to him for repairs. The cost will be recovered from the tenderer's bill if the Modules are lost or damaged. No extra charge will be paid for watching or safeguard for the Modules given for repairs.
3. Nothing will be paid by the BSNL towards traveling charges, and transportation charges etc., of the service engineer/repairer. The tenderer has to arrange the accommodation etc., for the work at spot.
4. The tender shall not assign or sub-let the work to any other person or agency without the written approval of the General Manager Telecom District, Kurnool. The participated tenderers shall not approach any Court of Law against the decision of the General Manager Telecom District, Kurnool.
- a). The Tenders should repair all makes of Power Plant Modules of 100Amps capacity .

b)The Modules which are out of Warrantee only are to be repaired.

5.The tenderer should quote rates towards Repair charges for repairing of entire modules inclusive of spares, taxes, transportation and servicing. Rates to be quoted for 100 Amps Power Plant Modules as mentioned in the Quotation Form. The tenderer should quote the rates in the enclosed Financial Bid in Figures as well as in Words in English. Any ambiguity in rate, over writing and unattested corrections will make the tender invalid and will be rejected. Any correction, if necessary, should be made scoring out the original rate and writing the new rate duly attested.

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

Conditional tender 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.

The successful tenderer should be in a position to attend all types of repairs of PP modules (SMPS) of different makes such as ITI, Sabnife, HBL, Amararaja, HFCL, DYNA, Himachal Exicom, Ador etc., under the jurisdiction of the General Manager Telecom District, Kurnool within the stipulated time from the date of issue of work orders by SDE(MM)/Field officers.

A) Work order will be issued by the SDE(MM)%GMTD,BSNL,Kurnool/Field officer after obtaining the approval from DGM(Mtce.)Kurnool. Work order should contain Work order No, Name of the Exge, Make, Sl. number of module, capacity of the module and nature of the fault. As soon as complaint from the field officer is received by Tenderer over phone/service telegram, the Tenderer should arrange repairs of faulty modules. Bill raised by the contractor along with service report

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will be certified by JTO, SDO and concerned DE with dated signatures after verifying the module in field unit. All faults reported have to be attended without fail within a minimum period of 12 hours and maximum period of 48 hours positively .

6. There will be no minimum or maximum limit of the number of faulty modules.
7. The repaired modules should be returned to the concerned SDE within 48 hours from the date of issue of work order. The modules taken from concerned SDE are to be repaired fully and no module should be returned irreparable.
8. Details about faulty components replaced / repaired will be given by the contractor in the form of Inspection / Repair report. The faulty components replaced should be handed over to the concerned SDE along with the above report.
9. **The tenderer should give warranty of 6 months for the modules repaired by him. If any module becomes faulty within 6 months of its repair (major or minor), the tenderer should attend to its repair again free of charge.**
10. The tenderer shall execute an agreement on non-judicial stamp paper worth of Rs.100/- (Rupees One Hundred Only) at his cost for the purpose as per the proforma which will be supplied to the tenderer.
11. The tender is valid for one year from the date of entering into an agreement with the successful tenderer. The tender can be extended for 6 months or till finalization of new tenders which ever is earlier.
12. **SPECIAL CONDITIONS:** In case of burnt module, the module should be tested by technical committee nominated for the purpose and declare the same.
13. The General Manager Telecom District, Kurnool reserves the right to modify the terms and conditions before the issue of letter of acceptance to the successful tenderer, if the existing circumstances warrant such changes in the opinion of the General Manager Telecom District, Kurnool.
14. 1) **Penalty:** The successful tenderer should attend the repair works as and when reported.. If the tenderer fails to attend the repair works within the stipulated time, the penalty may be imposed at 0.5% (Zero point five percent) of the work order for everyday and maximum cut of 5% as penalty will be imposed on total cost of bill. Time is essence of contract.
 - a) If any module is damaged while repairing, cost of the module will be charged as penalty.
 - b) If any module is taking more time for repair, prior permission may be obtained by contractor from Divisional Engineer (Plg), so that sufficient time for not more than 7 days beyond initial period of 7 days can be allowed by DGM (Plg) in case of major faults etc.
 - 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 case of a unit goes faulty for more than 3 times in a year, it should be replaced at the cost of the bidder.
 - e) In exceptional cases, the Contractor shall approach DGM (Mtce.) for obtaining relaxation in repair time beyond 30th day clearly stating and justifying the reasons why relaxation is needed. DGM (Mtce.) may give the approval after analyzing the justification.
15. **Termination:** The General Manager Telecom District, Kurnool reserves the right to terminate the contract with a 7-day notice for delay in repair of Power Plants or unsatisfactory repairs.

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16. Payment Terms: 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 JTO, SDE and DE concerned in case Modules collected from field and bills routed through field officer. And in case modules collected from work shop, Kurnool the bills have to be certified by JTO, SDE & by the DE concerned that the repairs of Power Plant modules have been completed satisfactorily and as per the tender approved rates. Bills have to be submitted in duplicate with machine serial numbers along with advance stamped receipt and details of repaired components with in 1 month after successful completion of repair date.

The following certificates will be furnished on the bill.

"Certified that The date of occurrence of the fault. That the Power Plant Modules are out of Warranty Period. The date of work order and the date of completion of the work.

The work is completed in all respects satisfactorily. The quality of work done is good and Power Plant Modules are working in good condition. That all the materials have been accounted."

17. Payment of the bills will be made through E-payment (NEFT/RTGS). subject to availability of funds after the bills are passed by competent authority. The tenderer has to furnish the details in the Mandate Form for making payments. The Contractor should furnish the TIN number, Goods Service Tax Registration number and PAN numbers on the bill. IT, SC EC on (IT+SC) will be deducted from the bill as per rules. GST should be shown separately in the bill.

- 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 duplicate 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 (Plg), O/o GMTD, KURNOOL. before the last day of the month in which the repairs were carried out. For example, for all the repairs done during the month, the bills shall be submitted by the end month.
- 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 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 14 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.

18. The bidder will be responsible for the safety of the Power Plant Modules given to him for repairs. The cost will be recovered from the bidder's bill if the Modules are lost or damaged. No extra charge will be paid for watching or safeguarding for the Modules given for repairs.

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- 19.** The contractor shall not assign sub-contract or sub-let the whole or any part of works to any other person or agency.
- 20.** 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.
- 21.** The faulty components replaced should be handed over to Area Divisional Engineers of the respective Divisions of KURNOOL. Telecom District, along with the repair report by contractor.
- 22.** 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.
- 23.** Repairing of various types of faulty power plants of SMPS modules at sites in KURNOOL. Telecom District AS IS WHERE IS basis are to be attended promptly even at short notice.
- 24.** All faulty SMPS type power plant units are to be repaired at the sites in KURNOOL. 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.
- 25. 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.
- 26. Warranty:**
 - (a) The Bidder should give a warranty of **6 months** for the modules repaired by him. If any module 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.
- 27. 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 (Plg.), O/o GMTD, KURNOOL. after receipt of certificate from Contractor to the extent and ratified by the field DE.
- 28.** The GMTD, KURNOOL. 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, KURNOOL.
- 29. 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

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etc., as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by him.

- i. 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.
- ii. 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.,
- iii. If any of conditions mentioned above are not complied with by the Contractor Payments arising out of contract shall be withheld.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.

SECTION-VI : INFORMATION & INSTRUCTIONS TO THE BIDDER FOR

USING ONLINE ELECTRONIC PROCUREMENT SYSTEM (EPS)

Special Conditions & instructions for using online Electronic Procurement System (EPS) through portal (website) <https://apbsnl.etenders.in> adopted by AP BSNL Telecom Circle as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

□ **Service Provider's Information:** The AP BSNL has adopted e-Procurement System through <https://apbsnl.etenders.in>. The details of our e-Procurement Service provider are as below:

M/s Nextenders (India) Pvt. Ltd.

Contact No: 0202531555

Email: support.bsnl@nextenders.com

□ **Registration of the Contractors/Suppliers/Bidders:** All the Contractors/Suppliers/Vendors intending to participate in the tenders floated online using Electronic Procurement System (EPS) are required to get registered on the E-procurement Portal (website) <https://apbsnl.etenders.in>.

After successful Registration on above mentioned portal you'll get a link in auto generated e-mail fired to your registered e-mail id. Click on that link to activate your user ID to access the website.

After that, you will be allowed to participate in the tenders floated by the department using the Electronic Procurement System.

□ **Viewing of Online Tenders:** The contractors/Suppliers/bidders can view tenders floated on online Electronic Procurement System (EPS) hereinafter referred as "e-Procurement System" through portal (Website) at <https://apbsnl.etenders.in>. They can view the details like online scheduled dates (Key Dates), Tender details, Terms and Conditions, drawing (if any) and any other information. To download through workflow they need to login on to the above portal and can download the tender documents of an e-Tender.

□ **Online Schedule:** The contractors/bidders/vendors can view the Online Scheduled dates of e-Procurement System (time schedule) for all the tenders floated using the online e-Procurement system on above mentioned portal (website) <https://apbsnl.etenders.in>.

The bidders are strictly advised to follow dates and time as mentioned in Schedule of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The Schedule dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

□ **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key with two distinct

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certificate viz. Signing & Encryption (two certificates). The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) should be purchased from our e-Procurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider.

Please contact for DSC issuance:

M/s Nextenders (India) Pvt. Ltd.

Help Desk No.: 0202-5315555

Email: support.bsnl@nextenders.com

The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC). In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate" for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the eProcurement Portal (website) through <https://apbsnl.etenders.in>.

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://apbsnl.etenders.in>.

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.

□

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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.

□ **Tender Download:**

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

□ **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.

□ **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 by ECIL.

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 eTendering Portal (website).

□ **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”.

Signature:

Station: 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.

ANNEXURE-III

CERTIFICATE

“I/ We authorized signatory hereby declare that
the tender document submitted has been down loaded from the web site
<https://apbsnl.etenders.in> 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, KNL. The decision of the GMTD,
KNL 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.12,500/- Drawn on AO (Cash),
BSNL, KURNOOL on bank (Name of the bank) towards the cost of tender document with this
bid.”

Signature of the bidder

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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						

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**SECTION- X :
AGREEMENT**

An agreement made this _____ day of _____ 2020 between the president of India, here in after called the BSNL (with expression shall unless exclude by or repugnant to the context, include his successors and assignees) on the one part and _____ having its registered office at _____ (acting through its constituted attorney) here in after called the contractor (which term shall include their heirs executors successors and assignees) on the OTHER PART.

WHERE AS, the contractor is ready and willing to execute the said works in accordance with the contract.

NOW THIS AGREEMENT WITNESS and it is here by agreed and declared as follows.

1. The tender notice, instructions to tenderers, conditions of contract, repairs specifications, guidelines to contractor, schedule, letter of intent No _____ dated _____ (along with its enclosures) annexed here to and such other additional particulars as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression contract or "contract documents" wherever herein used.

2. In consideration of the payments to be made to the contractor for the works to be executed by him that the contractor shall in accordance with the contract documents, duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.

3. In consideration of the due provisions executions and completion of the said works the BSNL here by agrees with the contractor that the BSNL will pay to the contractor the respective amounts for the work done by the contractor.

4. The period of Agreement is one year from the date of agreement.

**Signature of the tenderer
(with date & stamp)**

IN WITNESS HERE OF these presents have been executed by the Tender and BSNL, Kurnool the day and year first above written. In presence of:

SIGNATURE AND DELIVERED BY/for and behalf of CONTRACTOR.

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

SIGNATURE AND DELIVERED BY/for and behalf of CONTRACTOR.

1. Signature :

Name :

Designation :

2. Signature :

Name :

Designation :

**Signature of the tenderer
(with date & stamp)**

Section XI
FINANCIAL BID
TENDER QUOTATION FORM

From

To

**The Asst.General Manager (Plg),
O/o the GMTD-KNL,
BSNL Bhavan,KURNOOL.**

Sir,

I have gone through 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 tender schedule. The rates quoted by me including all Taxes ,handling, transportation, spares, travelling charges, Service Charges and exclusive of Goods Service Tax are mentioned hereunder.

Schedule of works in r/o E-Tender for Repair of 100Amps Power Plant Modules in Kurnool Telecom District for the year 2020-2021.

100Amps Power Plant Modules

	Items to be charged	Rates quoted per each 100Amps Power Plant Modules(in Rupees)	
		In figures	In words
1	Charges for repairing of 100Amps Power Plant Modules including cost of all spares.(The rates quoted by me including all Taxes, handling, transportation, spares, travel-ling charges, Service Charges and exclusive of Goods Service Tax)		

Note:

The Tenderer should repair all types of power plant modules of **100Amps** .There will be no maximum or minimum limit on the number of faulty modules. The quantities mentioned are only indicative and may vary as per actual requirements in the field units.

The modules which are out of warranty are only to be repaired.

**Signature of the Tenderer
(With date & Stamp)**