

Tender for repair of Power Plant Modules in NELLORE SSA for 2020-21



**BHARAT SANCHAR NIGAM LIMITED**

*(A Government of India Enterprise)*

Office of the General Manager Telecom District,  
2<sup>nd</sup> Floor, BSNL, CTO Compound, near VRC Centre, Nellore – 524001.

## **TECHNICAL BID**

### **TENDER SCHEDULE**

### **FOR REPAIR OF POWER PLANT**

### **MODULES ON RATE CONTRACT BASIS**

### **IN NELLORE TELECOM DISTRICT**

### **FOR THE YEAR 2020-21.**

## BHARAT SANCHAR NIGAM LIMITED

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Office of the General Manager Telecom District,  
2<sup>nd</sup> Floor, BSNL, Near VRC Centre, Nellore - 524001.

### NOTICE INVITING e-TENDER

No. GMTD-NL/NWP/TENDER/PP MODULES/020-21/6 Dated at NLR the 09 .11.2020.



On behalf of the Bharat Sanchar Nigam Limited, the General Manager, , Telecom District, Nellore invites tenders on online for “**Repair of Faulty 25A, 50A & 100A Power Plant Modules in Nellore Telecom District for the year 2020-21**” **on rate contract basis** from capable, experienced contractors. Tender schedule with instructions can be obtained by downloading it from the website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) or [etenders.gov.in](http://etenders.gov.in) from 11:00 hrs of 22.12.2020.

Name of the Work	Approximate Cost of Work Rs.	Cost of Tender schedule Rs.	EMD in Rs. (2.5%)	Security Deposit (10%)
“Repairs of Power Plant modules on rate contract basis in Nellore Telecom District”	Rs.10,72,000/-	Rs.590/-	Rs.26,800/-	Rs.1,07,200/-

#### Schedule to the invitation of Tender

1. Tender available on online from	11.00 Hrs. of	22-12-2020
2. Time and Last date of submitting bid on online	11.00 Hrs. of	11-01-2021
3. Time and date of opening of technical bid on online	11.00 Hrs. of	12-01-2021

**Eligibility Class:** Contractor having working experience in Annual Repair Contract for repair of POWER PLANTS of all makes, types and capacities in BSNL/Central Govt/State Govt /PSU/ Private telecom Operators and might have executed work of above nature of minimum value of two lakhs per year.

**Period of Contract:** One year from the date of agreement with an option of extension of further period of Six months on the same rate, terms & conditions or 18 months from NIT, whichever is earlier. The contractor(s) is bound to take up other similar works in Nellore SSA, which are not mentioned in the NIT during the period of contract. The selection of the contractor for such works is at the sole discretion of GMTD, Nellore

**Note 1:-**BSNL has adopted E-Tendering. The process of E-Tendering and for further details, kindly visit the website [etenders.gov.in](http://etenders.gov.in)

**Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) or <https://etenders.gov.in> The tender document for participating in E-tender shall be available at <https://etenders.gov.in> from 22-12-2020 at 11.00 hrs onwards.

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Bidders must register on the e-tender portal (at <https://etenders.gov.in>), 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 2: The Tender document shall not be available for download after the date / time of closure of procurement of tender document.**

Note 3: DD for an amount of Rs.590/- shall have to submit towards tender fee, failing which the tender bid will be rejected. The intending bidders are required to make DD for EMD of Rs.26,800/- (Rupees Twenty Six Thousand Eight Hundred only)

Note 4: BSNL, GMTD, NLR has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Note 5: **Sale of physical tender Document:** Not applicable.

Note 6: 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>).

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.

**Asst General Manager (NWP),  
O/o G.M.T.D, BSNL, NELLORE.**

**TENDER FORM**

**TENDER FOR REPAIR OF POWER PLANTS FOR THE YEAR  
2020-21 IN NELLORE TELECOM DISTRICT.**

**(Duly signed scanned copy to be submitted on online)**

1. a) Name and Address of the Tenderer	:	<b>PHOTO</b>
b) Phone Number	:	
2. Status of the Tenderer whether	:	
a) Proprietary concern		
b) Partnership firm		
c) HUF or		
d) Limited Company		
3. Name of the authorized signatory who is empowered to sign the agreement, other documents and correspondence with BSNL	:	
4. EMD particulars: In case of D.D Name of the bank	_____	
Branch	_____ D.D. No. _____ Dated _____.	
Drawn in favour of Accounts Officer (Cash)., O/o GMTD, BSNL - Nellore or Cash Receipt (ACG-67) if paid in the Cash Counter, O/o GMTD - Nellore Book		
No.	_____ Receipt No. _____ Dated _____ Amount of	
Rs.	_____ .	
5. Firm/VAT/ Regn No.	_____ dated _____	
issued by _____.		
6. GST Regn.No	_____ dt _____ issued by	
_____ on _____		
7. Details of past experience.	:	
7(a) Local Address(NLR SSA)	:	
8. Details of Infrastructure / Man power available available for repairs	:	

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9. PAN Number :

10. NSIC Registration No. (Documentary Proof to be enclosed):

**STATION** :

**SIGNATURE** :

**DATE** :

**NAME** :

**STATUS** :

**ADDRESS** :

**PHONE NUMBERS** :

**OFFICE** :

**RESIDENCE** :

## **TERMS AND CONDITIONS**

1. The tender is in two bid system therefore the technical and financial bids of the tender schedule should be submitted on online only. The financial bid should be submitted by clearly furnishing the rate of each item, including all charges like transportation charges, etc but **excluding GST**. The rates quoted on online are only taken into consideration for evaluation of financial bid. The rates quoted should be inclusive of all repairs, service charges and cost of spares and components etc., but **excluding GST**.

2. The tender documents can be downloaded from our website: <http://www.ap.bsnl.co.in> or <https://etenders.gov.in> by submitting a demand draft for Rs.590/- drawn towards tender cost in favour of A.O (Cash), O/o GMTD, NLR payable at Nellore, failing which the tender will be rejected.

3. **The tender is in two bid system.**

4. **Bid Forms (Two Bid Format):**

The tender should be in **Two bid format**. *One* is **Technical Bid** and *Second* is **Financial Bid** and both the bids should be submitted on online at e- tender site

<https://etenders.gov.in>

**The following documents are required to be submitted offline:** to the following address. AGM (NWP),O/o GMTD, BSNL,Near VRC Centre,Nellore - 524001.

**On or before 11:00 Hrs. of 11-01-2021.** in a sealed envelope. 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 in original.**

ii). **Cash receipt or DD drawn against payment of Tender fee.**

iii) **.Power of attorney if applicable.**

iv). **Valid MSME/NSIC Registration Certificate if exemption from Bid Cost/EMD availed.**

The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

**The offline documents shall either be sent by Registered Post or speed post or delivered in person.**

**The original DD of BID COST of Rs.590/- (Rupees Five hundred and Ninety only) and EMD DD of Rs.26,800/- (Rupees Twenty Six thousand Eight hundred only) should be reached in sealed envelope superscripted “Tender For repair of Power Plant modules on rate contract basis in NELLORE SSA for 2020-21”, to the above address either by registered post/speed post/courier or in person on or before 11:00 hrs of 11.01.2021. Responsibility to send this cover completely lies with the bidder and BSNL under any circumstances will not be responsible for any delay. Bids of those who has not submitted the above will not be considered.**

A).Tender will be opened online on the due date of opening i.e. 1100 hrs on 12-01-2021. The sealed envelope containing BID COST & EMD will be kept in BSNL custody. The Time, Date of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents.

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- B) If the date for receipt and opening of tender happens to be a holiday, the same will be extended to the next working day to the respective timings.
- C). Bid validity period shall be minimum of 120 days or till finalization of tender whichever is later. Rates quoted should be firm till the completion of all supplies required (OR) valid for a period of one year from the date of agreement in case of entering into agreement.
5. The tenders received after due date/time will not be accepted.
6. The Tenderer signing the tender or other documents connected with the contract must Specify whether he signs as.
- i).A partner of the firm and if so must have authority to represent business of the partnership either by virtue of the partnership agreement or with power of attorney. If the tenderer does not have the said authority, the tender and all the other related documents must be signed by every partner.
- ii).A sole proprietor of the firm or constituted attorney of sole proprietor. Constituted authority of the firm, if it is a company
7. The rates should be quoted in the financial bid available at online only, rates quoted in any format will not be considered for evaluation.
8. The rates quoted should be inclusive of all taxes & charges like transport, delivery charges etc., **except GST**. GST as applicable will be paid on service charges. Rates should be quoted in figures and words. Wherever there is a difference between the rates quoted in the figures and words, the rates in the words will be taken as correct.
- Any provisional clause included in the tender as for example, subject to market fluctuations, which may affect the price of the item shall result in rejection of the tender.**
9. Each tenderer should pay a sum of **Rs.26,800/- (Rupees Twenty six thousand Eight only )** towards earnest money deposit through DD drawn **in favour of AO (Cash), BSNL, %GM Telecom District, Nellore** payable at Nellore for the same amount from any scheduled Bank. The Demand Draft in original should be enclosed to the application & tenders received without EMD will be rejected.
9. A).The EMD of unsuccessful tenderers shall be refunded soon after the finalization of the tender and clearance of DDs from the bank authorities. The earnest money deposit of the successful tenderer shall be forfeited to BSNL, if the tenderer withdraws his tender after opening or fails to pay the Security Deposit within time limit prescribed.
9. B). **SSI units, Registered with NSIC/MSME are exempted from the payment of EMD and bid cost, if such registration covered the tendered items, on submission of valid Registration Certificate and as per the monetary limits of the registration.'**
10. **List of duly signed and scanned documents to be submitted on online:**
1. EMD in the form of DD in original.
  2. Proof of registration / Partnership Deed (for firms & Companies) ,and for proprietorship firm self certification.

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3. Experience Certificate or Work order Copies.
4. NSIC/MSME registration Certificate, if any.
5. Xerox copy of PAN Card (Attested).
6. Firm registration certificate if applicable.
7. GST Registration certificate.
8. No near relative certificate.
9. Cost of the tender document in the form of DD for Rs.590/- or cash receipt.
10. No Addition/Deletion certificate.
11. Blacklist declaration certificate.
12. Bank account details.
13. Tender schedule duly signed by the tenderer at the end of each page.
14. **Self Attested Copies of Income Tax returns for the past three years should be enclosed compulsorily. Balance sheet certified by CA must be submitted by the bidder.**

**Any doubts / clarifications required on the tender may be intimated to the AGM(NWP) O/o GMTD, NLR (Ph.No:8332885599) and SDE[PLG] Ph No: 9490183823 at least 7 days before opening of the tender.**

**Check List**

1. EMD in the form of DD in original. : **Yes / No**  
(for firms & Companies), and
2. Proof of registration and Partnership Deed proprietaryship  
Firm Self certification : **Yes / No**
3. Experience Certificate/ Work order Copies for a turnover of not less than 2 Lakhs per annum for any 2 years during last 6 financial years i.e 2013-14 to 2019-20 obtained from Central Govt/State Govt/PSU/Private Telecom Operators : **Yes / No**
4. NSIC/MSME registration Certificate, if any. : **Yes / No**
5. Xerox copy of PAN Card (Attested). : **Yes / No**
6. Firm registration if applicable. : **Yes / No**
7. GST Registration certificate. : **Yes / No**
8. No near relative certificate. :
9. Cost of the tender document : **Yes/No**
10. No Addition/Deletion certificate : **Yes/No**
11. Blacklist declaration certificate : **Yes/No**
12. Bank account details : **Yes/No**
13. Tender schedule duly signed by the tenderer at the end of each page: **Yes/no**



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14. Self Attested Copies of Income Tax returns for the past three years should be enclosed Compulsorily. **Balance sheet certified by CA must be submitted by the bidder.** Yes/no

11. Any attempt to negotiate directly or indirectly on the part of the tenderer with the authority competent to finally accept it or Endeavour to influence by any reasons for acceptance of the tender will result in rejection of the tender.

12. As per BSNL guidelines it has been decided that the near relative of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The details are as follows.

The Near relative for this purpose are defined as:

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

**A certificate is required to this effect.**

The format of the certificate to be given is

"I \_\_\_\_\_ S/o \_\_\_\_\_ r/o \_\_\_\_\_

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

13. **Security Deposit:** The successful tenderer has to furnish **Equivalent to 10% of total contract value as security deposit** in the shape of Bank Guarantee valid for 18 months from any nationalized bank and submit the same to the G.M. Telecom District, Nellore **within 7 (seven) days** of receipt of the communication. The Bank Guarantee should be submit to the **AGM[PLG]** o/o GMTD, 2<sup>nd</sup> Floor, BSNL,CTO Compound, Nellore-524001. The successful tenderer can also pay the amount in cash at cash counter of this office or through D.D.drawn in favour of A.O.(cash),BSNL, %G.M.Telecom District, Nellore for the same amount if so they desire.

a). On payment of Security Deposit / on entering into agreement by the successful tenderer, the work order be placed by the BSNL.

b).The Security Deposit will be released after six months of completion of agreement i.e. warranty period after getting No Objection Certificate from field Units. No interest will be paid on security deposit.

c).**The SD of the successful tenderer shall be forfeited to the BSNL, if the tenderer fails to repair the power plants & SMPS Modules as per the specifications and within the stipulated period as mentioned in the work order and the agreement.**

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14. EMD/SD shall not carry any interest & no interest will be paid on EMD/SD.

15. No cash advance is allowed to the approved tenderer to meet the expenditure for the repair of SMPS Modules.

16. Payment will be made after delivery of the repaired modules as per the work order based on the certificate issued by the unit officer for the satisfactory function of the power plant modules after repaired and no advance will be paid.

16.1. The successful tenderer has to attend the repair of faulty modules at the concerned exchange as per the work order issued by the SDE (In-charge) and return the repaired modules within 3 days of issue of work order.

16.2. The contractor should attend all modules which are not burnt/ physically damaged. The modules which are not repairable due to break of PCB, burning of vital parts etc., should be returned to the SDE Concerned with a letter. The modules taken for repair once should not be declared as repair not possible.

16.3. Tools, Measuring instruments or any other equipment needed for repair of faulty Modules should be arranged by the contractor only including load test offering after repair of the module.

16.4. The components/spares and other replacements should be original and of the same quality/rating/material that was used in the original SMPS Module.

**16.5. The Module repaired should be covered by a comprehensive warranty for Six Months. If any repair/replacement are required within the warranty period, the same should be repaired/replaced by the tenderer at free of cost.**

**16.6. The quantity / estimated value shown in the tender may be +/- 25% variation as per the field requirement.**

### **17. Penalty**

17.a If the Module is not in working condition after repair the penalty will be imposed at the discretion of the officer, who placed the order or his superior or concerned in-charge of the power plant module subject to a maximum of 20% of cost of order placed.

17.b If the repair is delayed penalty of Rs.1000/- per module will be imposed for each day of delay subject to a maximum of cost of repair of module

17.c The modules, if any rejected by BSNL, for the reasons already explained above, the rejected modules should be taken back by the tenderer at his own cost and cost of the module will be recovered from the bills to be paid / SD.

17.d. If the successful tenderer is found to be supplying poor quality or fails to comply with the specification of the tender, the tenderer is liable to be black-listed and his tender will be cancelled. He will not be allowed to participate in future tenders.

17.e The tenderer shall make to attend the fault within 3 working days otherwise BSNL will make arrangement to get the repair from outside and the cost of repair will be recovered from the contractor bill, in addition to the penalty vide para 17(b).

18. No sub-contracting is generally permissible by BSNL. If noticed, the contract will be cancelled and penalty as per the rules may be imposed.

18.a SSI Units registered with NSIC: In case of failure to execute the work order with specified delivery as per the purchase order, their performance will be notified to the NSIC, apart from the penalty prescribed in clause as above.

**19. In addition to the tender application, every page of the tender papers should be signed by the tenderer under seal of the firm.**

20. Tender application is not transferable. Tender submitted by the tenderer in his own proforma is liable for rejection.

**21. GST or any other taxes applicable from time to time during the tender period will be deducted at the time of settlement of bills/SD at source.**

22A. The G.M. Telecom District, BSNL, Nellore reserves the right to reject any or all the tenderers at any stage without assigning any reason and will not be bound to accept the lowest tender. The right for acceptance of the tender rests with G.M. Telecom District, BSNL, Nellore. Legal disputes if any are limited to the jurisdiction of Nellore city only.

22B. Engagement of more than one contractor: GMTD, BSNL, Nellore is at his liberty to engage more than one contractor and the distribution of work between L1 and others will be at the discretion of GMTD, BSNL, Nellore.

### **23. Bid opening**

#### **Tender Opening**

##### **Bid Forms (Two Bid Format):**

23.1 The tender should be submitted in two bid format. *One is Technical Bid* and *Second is Financial Bid* and both the bids should be submitted on online only.

Technical Bid and Financial Bid shall be opened on online separately. No indication of the prices will be marked in the Technical Bid.

**23.2** Tender will be opened in the presence of Bidders or authorized representatives of the bidders, present on the due date of opening i.e. 11:00 hrs on 12-01-2021. Technical Bids of the tenders will be opened on that day. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bidis accepted after evaluation of details and documents furnished. No correspondence in this regard will be entertained. **Incomplete tender or tender in which both technical bid and financial bid are submitted as single bid format is liable to be rejected.** All Columns should be furnished with relevant details and no column should be left blank. **Prices shall be quoted on online by the tenderer in schedule of rates (Financial Bid).** **Prices quoted in any other place will not be considered.**

**24. The bids will be opened on the prescribed tender opening date. The bids shall be evaluated by a committee** which will give recorded reasons for acceptance or rejection of an offer.

25. **Evaluation**

25.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

25.2 The financial bids of those tenderers will be considered who fulfills the eligibility criteria. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

25.3 **BSNL shall evaluate each module wise.** In detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule of the bid document but excluding the cenvatable taxes if any i.e the evaluation will be based on the net cost to BSNL.

**If more than one bidder at L-1 rates arrives all the bidders will be allotted work equally.**

**26. Termination of Contract**

26.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one week notice in writing to the Service Provider.

26.2 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

26.3 Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

The General Manger Telecom District, Nellore reserves the right to terminate the agreement by giving two weeks notice, in case of breach / violation of tender agreement by the contractor.

**26.4 OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT OF CONTRACTOR):**

a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case the contractor shall be entitled to payment for the work done upto the time of such cancellation.

b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials machinery and equipments and hand over as BSNL may direct.

c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the contract.

**26.5 Termination for insolvency.**

BSNL may also by giving written notice and without compensation to the Service Provider terminate

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the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

### **27. Fall Clause:**

The prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any person(s) / organizations(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be during the period till performance of all supply orders placed during the currency of Rate Contract is completed. If at any time during the period of contract (within scheduled delivery period of during extension)

a) Any vendor reduces the sale price, sells or offers to sell the same or similar equipment / service to any person or organization including Department of Central / State Government or any Central /State PSU at a price lower than the price chargeable under the contract, he shall forthwith notify the price and date of such reduction to the purchaser.

OR

b) It comes to the notice of purchaser regarding reduction of price for the same or the similar equipment / service

OR

c) The price received in a new tender for the same or the similar equipment is less than the prices chargeable under the contract. The purchaser will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/service to the vendor.

**The purchaser will also recover any excess amount already paid/payable to the vendor. In case the vendor does not accept the new price and the date of its effect, the purchaser shall have the right to terminate the contact without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security**

### **28. Award of Contract**

BSNL shall consider placement of letter of intent to those bidder whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days from the date issue of letter of intent, give his acceptance along with performance security in conformity with the bid document.

### **29. Arbitration:**

29.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement),

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the same shall be referred to sole arbitration of C.G.M.T., Bharat Sanchar Nigam limited (BSNL) of the A.P.circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the G.M.T.D., BSNL, Nellore or by whatever designation such officers may be called (Hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT. VJ of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or 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 BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or reenactment there of or any rules made thereof.

29.2 The venue of Arbitration proceeding shall be Office of G.M.T.D.,of BSNL at Nellore or such other place as the arbitrator may decide.

29.3 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 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.

**30. 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 by reason of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) 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 events be entitled to terminate this contract nor shall either party have claim for damages against the other in respect of such non performance or delay in performance under the contract. The contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such events for a period exceeding 60 days either party may at his option terminate the contract.

**31.Set Off:** Any sum of money due and payable to the contractor including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

**Specification & Requirement**

The repairs of different capacities mentioned below are to be attended on the rate contract basis

Capacities	Make	Requirement
a) 25Amps	EXICOM, ITI, DELTA, DACS, AMARAJA	165
b) 50Amps	LINEAGE, VALERO, DELTA, EXICOM	30
c) 100Amps	EXICOM, ITI, SABERNIFE, DELTA, ELTEK.	75

Note: The required quantity/estimated value may be +/- 25% variation as per the field requirement.

Make: HECL, ITI, EXICOM, AMARAJA, DELTA, SABERNIFE, DACS, XLTELECOM, VALERO, UTL , ELTEC and any other make available in SSA

Model: Latest year Models i.e up to Year 2019

## 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.



Tender for repair of Power Plant Modules in Nellore SSA for 2020-21

**IN WITNESS HERE OF these presents have been executed by the Tender and BSNL, Nellore 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 BSNL.**

**1. Signature :**

**Name :**

**Designation :**

**2. Signature :**

**Name :**

**Designation :**

**No - Near Relative Certificate.**

Certificate on non participants of near relatives in the tender for Repair of Power Plants & SMPS Modules in Nellore Telecom Dist for the year 2020-21, Vide Tender No. GMTD-NL/NWP/ Tender/ PP Modules/2020-21/6 , Dt at NLR the 09.11.2020

Certificate

I \_\_\_\_\_ R/o \_\_\_\_\_ hereby certify that none of my relatives are employed in BSNL unit of Nellore Telecom District. 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 information to me.

**Signed** \_\_\_\_\_

**For and on behalf of the Tenderer**

**Name (CAPS)** \_\_\_\_\_

**Position** \_\_\_\_\_

**Date** \_\_\_\_\_

Tender for repair of Power Plant Modules in Nellore SSA for 2020-21

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender Number \_\_\_\_\_

Subject: Authorization for attending bid-opening on \_\_\_\_\_ (date) in the tender of \_\_\_\_\_.

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

Name Specimen Signatures

I

II

Alternate Representative

Signatures of bidder

or

Officer authorized to sign the bid documents on behalf of the bidder.

No.1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

**Special Terms And Conditions**

The bidder should have his established office & workshop located in Nellore SSA. The Nodal officer/ SDE In-charge will inform the fault over phone/ FAX/ SMS/ Email. The service engineer should inspect the units within 3 days and not more than 1 % of the total units should be declared as not repairable. No unit should be returned unrepaired after it is taken for repair.

As far as possible the successful tenderer should repair the faulty modules in the premises of the concerned exchange / repair centre if established for the purpose. The modules will be taken by the contractor for repair from the concerned Nodal officer if not repaired in the spot. Before handing over the modules to the contractor it will be ensured by the Nodal Officer /Exchange in charge that it cannot be repaired by existing staff. A register jointly signed by Nodal Officer and contractor should be maintained at the office of Nodal Officer having full details about faulty P/P module such as module no, make, date of fault, date of repair, nature of fault found, detail of missing components of modules etc.

All the modules handed over to the contractor for repair will be returned in O.K condition (Concerned SDE I/C will test), whatsoever the fault may be. The stickers as a seal with the date of repair will be put by the contractor on one of the screw of the front part of the repaired modules. The modules having above seal/sticker will be repaired free of cost if it goes out of order within warranty period of SIX MONTHS after repair.

**The original spares of the Make of the Modules will be replaced at the cost of the contractor. The repair includes the cost of the spare(s) to be replaced and the service charges. The faulty SMPS Power Plant Module taken by the contractor will be returned to the concerned SDE I/C after repair within Three (3) days from the date of receipt of the modules.**

The contractor will be responsible for any loss/breakage of any part during repair /transportation and loss on the account will be recovered from contractor s bill. The Resident Engineer's address should be made available at the time of award of tender.

The bills claimed after repairs should contain the serial number of the units of the modules of the SMPS power plants/conventional type power plants and the details of the spares and components used for rectification.

The bill should indicate separately the cost of the spares used and service charges wherever applicable.

**Payment shall be made against the bill which is to be submitted in duplicate addressed to GMTD, Nellore duly certified by the field office that**

- (i) No PP module is repaired within warranty period 06(six) months.
- (ii) The details of PP modules repaired are entered in the stock / bill register and history register (copy enclosed) including serial numbers.
- (iii) All the repaired modules are tested and found to be working perfectly alright.
- (iv) The modules claimed in this bill are not claimed again for repair charges within warranty period of 6 months.



**Financial Bid**

**TENDER SCHEDULE**

**FOR**

**REPAIR OF POWER PLANTS**

**IN NELLORE DISTRICT**

**FOR THE YEAR 2020-21**

Tender for repair of Power Plant Modules in Nellore SSA for 2020-21

**FINANCIAL BID**  
**TENDER QUOTATION FORM**

From:

To

**The Asst General Manager (NWP)**

%GMTD, BSNL, CTO Compound, Nellore

**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 charges except GST are mentioned hereunder.

**Schedule of works for Repair of SMPS Power Plant for the year 2020-21 on rate contract basis in Nellore Telecom District.**

Sl. No	Items to be charged	Rates quoted per each module ( excluding GST) (in Rupees)	
		In figures	In words
	a) 25 Amps Modules		
	b) 50Amps Modules		
	c) 100 Amps Modules.		

**Note: The quoted rate should include all the charges i.e., transportation, delivery etc except GST. GST will be paid extra as applicable and as per rules.**

**CERTIFICATE REGARDING DOWNLOADING OF TENDER DOCUMENT FROM INTERNET**

I/We

.....  
.....

Authorized signatory hereby declare that the tender document submitted has been downloaded from the website [etenders.gov.in](http://etenders.gov.in) and no additions /deletions /correction has been made in the proforma downloaded. 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,Nellore . The decision of GMTD,Nellore is final and binding on both sides. The EMD/SD paid by me can be forfeited. I/We also declare that I/We have enclosed a DD for Rs.....dt .....drawn on

.....towards the cost of tender

document with this bid.

Signature of bidder

Tender for repair of Power Plant Modules in Nellore SSA for 2020-21

**Black List Declaration Certificate**

TAKING PART IN GOVT.TENDERS BY DOT/ BSNL /GOVT.DEPARTMENTS /PSUs( TO BE EXECUTED & ATTESTED BY NOTARY PUBLIC/EXECUTIVE MAGISTRATE ON Rs.100/- ON NON-JUDICIAL STAMP PAPER BY THE TENDERER)

I/WE \_\_\_\_\_ PRO  
PRIETOR/PARTNER(S) HEREBY DECLARE THAT THE FIRM/COMPANY NAMELY  
M/s \_\_\_\_\_

\_\_\_\_\_ HAS NOT BEEN BLACK-LISTED OR  
DEBARRED IN THE PAST BY DOT/BSNL /ANY OTHER GOVERNMENT OR SEMI-  
GOVERNMENT ORGANIZATION FROM TAKING PART IN GOVERNMENT TENDERS.

\*WAS BLACK-LISTED OR DEBARRED BY DOT/BSNL/GOVT.DEPT /PSU FROM  
TAKING PART IN GOVERNMENT TENDERS FOR A PERIOD  
OF \_\_\_\_\_ YEARS W.E.F. \_\_\_\_\_.  
THE PERIOD IS OVER ON \_\_\_\_\_ AND NOW THE FIRM/COMPANY IS  
ENTITLED TO TAKE PART IN GOVERNMENT TENDERS.

INCASE THE ABOVE INFORMATION IS FOUND FALSE AT ANY TIME, I/WE ARE FULLY  
AWARE THAT THE TENDER / CONTRACT WILL BE REJECTED /CANCELLED BY  
GENERAL MANAGER, TELECOM DISTRICT, NELLORE AND EMD /SD SHALL BE  
FORFEITED

IN ADDITION TO THE ABOVE AND THE GENERAL MANAGER, TELECOM DISTRICT,  
NELLORE WILL NOT BE RESPONSIBLE TO PAY THE BILLS FOR ANY  
COMPLETED/PARTIALLY COMPLETED WORK.

SIGNATURE:  
SEAL OF THE FIRM:  
CAPACITY IN WHICH SIGNED:  
NAME & ADDRESS OF THE FIRM:



**BANK DETAILS**

1	Tenderer Name	
2	Name of the city	
3	Account Name	
4	Type of Account	
5	Bankers Name	
6	Bank Account number	
7	Branch Address	
8	Branch Name	
9	Branch phone no.	
10	MICR code	
11	IFSC code	
12	Supplier phone number	
13	Supplier email ID	
14	Pan number	
15	TIN number	