



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

Office of the General Manager Telecom District,
Vizianagaram-535002

Tender Schedule

**Tender for Repair of SMPS Power Plants Modules,
LVDS, control/supervisory panels of (25A /50A/ 100A
Amp all makes & types) For the Year 2020-2021
in Vizianagaram Telecom District**

Tender No:GMTD-VZM/PP-Tender /2020-2021/01 dated 07-04-2020
FOR FURTHER DETAILS KINDLY VISIT OUR WEB SITE: eProcurement
Portal <https://etenders.gov.in/e procure/app> or
www.ap.bsnl.co.in

Availability of bid document on-line from	07-04-2020	17:00 hrs
Time and last date of submission of bids	22-04-2020	13:00 hrs
Time of opening technical bids	23-04-2020	15:00 hrs
Time of opening financial bids	Will be intimated later	

From _____

Assistant General Manager (Plg)
O/o General Manager, Telecom District
VIZIANAGARAM-535002.

Tel no. 08922-230400/ ; mobile :9441207292: e-mail id: sdeplgvzm@gmail.com

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SECTION-I



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager Telecom District, Vizianagaram-535002

Tender No.: **GMTD-VZM/PP-Tender /2020-21/01** dated: **07-04-2020**

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, Vizianagaram from Individuals /Firms/Agencies having sufficient experience on the following works as per the details given hereunder **for the year 2020-21.**

Sl No	Name of the work	App. Estimated cost (in ₹)	EMD (in ₹)	SD (In ₹)	Eligibility to participate in bids
1	Repair of all types/makes of 25A /50A /100A SMPS power plants Modules,Control/ Supervisory panels and LVDs	9,19,500=00	22,987=00	10% of the contract agreed value	(i) Manufacturers (ii)Authorized Dealers/Suppliers or their Service agents or Companies/ Firms/ individuals having minimum experience of 2 years in repair of SMPS Power Plants.

2. Accessibility of E-Tendering Document: Tender document can be obtained by downloading it from the website www.apbnsnl.co.in. The tender document for participating in E tender shall be **available** at (<https://etenders.gov.in/e procure/app>) from **17.00hrs of 07-04-2020** onwards. Bidders must register on the e-tender portal (<https://etenders.gov.in/e procure/app>) (refer point no 4 of Special instructions to bidders for e-tendering), if not already registered earlier and follow all instructions for participating in bidding for the tender. **Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.**

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

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

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

3. Sale of physical tender Document: Not Applicable.

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

Companies/ Firms/ individuals having minimum experience of 2 years in repair of SMPS Power Plant module 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 in the form of DD is ₹22,987/- from a Nationalized bank drawn in favor of AO (CASH), O/O GMTD,BSNL , Vizianagaram.

6. Last date & time for downloading of tender document: up to 10:00 hrs of 22-04-2020.

7. Last Date & Time of Submission of e - Tender bids: Up to 13:00 Hrs on 22-04-2020

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

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

8. Online Opening of Tender Bids: At 15:00 Hrs of 23-04-2020.

9. Place of opening of Tender bids: Chamber of AGM Planning VZM

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders) with Proper Authorization can attend the TOE at the office of AGM(CFA/PLG) O/o GMTD , Vizianagaram 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, Vizianagaram 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, Vizianagaram also reserves the right to select one or more contractors.

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

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

Note: - All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly

attested by the bidder & the translator to be true copy in addition to the relevant certificate.

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

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

Section – II

INSTRUCTIONS AND GUIDELINES TO BIDDERS

1. The Bidder must carefully read all the terms and conditions before filling up the Tender Schedule and their quotations.
2. The Bidder should be a Registered Firm for entertaining the repair of SMPS Power Plants/Modules working in Telephone Exchanges and Cell Sites should have a minimum experience of two year in the repair of 25A/50A/100A SMPS type Power Plants of different make in any PSU/Organization. The experience certificate obtained from an officer not below the rank of a Gr 'B' Officer should be enclosed to the Tender application.
However, experience is not essential for original manufacturing firms / authorized suppliers of SMPS type Power Plants to BSNL
3. **The approximate estimated cost of the work will be Rs.9,19,500 (Rupees Nine Lakhs Ninety Five Thousand only)**, which may vary according to the requirement. During the currency of the Tender about 300Nos. of 25A, 50Nos of 50A,50Nos. of 100A SMPS power plant modules and 55Nos. of Supervisory control panels and 30 Nos of LVDs are likely to be repaired. But the actual number of units to be repaired is likely to vary by **+25% depending on the occurrence of faults.**
4. **BRIEF DESCRIPTION OF WORK:** The work involves “Repairing of faulty 25A/50A/100A SMPS Power Plants” on as is where is basis in Vizianagaram SSA. The SMPS Power Plants are working in the telephone exchanges and Cell Sites located in places spread order the entire Vizianagaram Telecom District. The list of Telephone Exchanges and Cell Sites can be had from SDE (Plg), O/o GMTD, BSNL, Vizianagaram.
The SMPS Power Plants can be faulty either due to module fault or due to common control cards/supervisory panels fault. The Bidders should quote their rates for attending to faults on, “as is where is basis” i.e., at the site itself. The Bidders should have to make their own arrangements for transportation, spare parts, tools, testing etc. and should be able to rectify the Power Plants to fully working state. If the items of rectification works are not included in Tender schedule, the approved Bidders shall have to submit an estimate for the unlisted items of repair, get the same approved by the Competent Authority of BSNL, Vizianagaram in advance before actually commencing the repair job. The Bidder should be able to repair any make of the SMPS type Power Plants. The Bidder should be able to repair the faulty SMPS Power Plants to meet the urgency / as per the requirement of the BSNL, Vizianagaram **within 2 weeks** from the date of issue of work order. The General Manager, Telecom District, BSNL, Vizianagaram reserves the right to restrict the time allotted for completion of the work orders as per the immediate requirement and urgency.
5. Any clarification regarding this Tender can be had from the Sub Divisional Engineer (Plg) O/o General Manager Telecom district, Vizianagaram, Bharat Sanchar Nigam Limited up to 3 days prior to the date specified for opening of the Tender.
 - 5.1 Tender document is not exchangeable.
 - 5.2 Tenders shall be submitted in the prescribed form placed in double sealed covers super scribed “Tender for Repair of 25A/50A/100A SMPS type power plants in Vizianagaram SSA.” and addressed to the AGM (Planning), O/o General Manger Telecom District, BSNL, Vizianagaram.
 - 5.3 Tenders received in covers not properly sealed will not be considered.

6. EARNEST MONEY DEPOSIT:

6.1 The E.M.D. of Rs.21,487/- (Rupees Twenty One Thousand Four Hundred Eighty Seven only) should be paid either in cash counter, O/o GMTD, BSNL, Vizianagaram or through a crossed DD drawn on any Nationalized Bank in favour of the Accounts Officer (Cash), O/o GMTD, Bharat Sanchar Nigam Limited, Vizianagaram. Tenders Without requisite E.M.D. will not be considered. Any bidder claiming to be an SSI unit should produce a valid Registration Certificate from NSIC for exemption from payment of E.M.D. along With the Tender Schedule. The E.M.D. of the unsuccessful bidder(s) shall be discharged/returned as early as possible after finalization of Tender. No interest on E.M.D. shall be paid by BSNL.

6.2 FORFEITURE OF E.M.D.: The E.M.D. shall be liable for forfeiture, if the bidder

- a) Withdraws the Tender before/after finalization of the Tender.
- b) Fails to accept the Tendered/ negotiated rates after acceptance of the competent authority
- c) Fails to pay the remaining /requisitioned Security Deposit within the stipulated/extended time limit.

7. SECURITY DEPOSIT:

7.1 The E.M.D. submitted will be retained as part of Security Deposit in the case of the successful bidder(s). The successful Tenderer (herein after referred as contractor) should deposit the remaining part of the S.D. such that the total S.D becomes 10% of the Tendered amount or the estimated cost whichever is higher. At his discretion, the GMTD, Vizianagaram may collect additional S.D depending upon the increase in the quantum of work over the projections made in the Tender. No interest on S.D. shall be paid by BSNL. The S.D will be released after 6 months from the date of expiry of the contract subject to satisfactory completion of all repair works ordered to the Contractor for execution and production of necessary certificate from the concerned unit officer to that effect. The S.D. can be in the form of DD drawn in favour of Accounts Officer (Cash), BSNL, O/o GMTD, Vizianagaram from any nationalized bank payable at Vizianagaram or in the form of a Bank Guarantee issued by a Nationalized Bank valid for at least 18 (eighteen) months. The validity period of bank includes the extension period of Tender as mentioned at condition No 10 of tender schedule

7.2 FORFEITURE OF SECURITY DEPOSIT:

The Security Deposit shall be liable for forfeiture, if the contractor

- a) Fails to execute an Agreement in the prescribed proforma within the stipulated time limit.
- b) Fails to attend and repair the faulty SMPS power plants within the time limit prescribed by BSNL Vizianagaram.
- c) Utilizes non-standard/sub-standard spare parts for the repair of faulty power plants.

7.2.1 Submission of Tender: The Technical bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in point 7.3 of Tender Information.

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

7.3 Documents required to be submitted for establishing bidder eligibility and qualification.

01. EMD of Rs.22,987/-

02. Proof of Registration (For Firms Companies)/AP Industries/Proprietary concern.

03. Experience Certificate for minimum one year towards repair of SMPS Power Plant modules/Control cards (Not required in case of Manufacturers)

04. List of works on hand with details.

05. Copy of the valid NSIC Registration Certificate for the tendered items, with monetary limit Particulars in r/o SSI units, registered with NSIC. (If EMD exemption required)

06. Attested copy of the PAN card

07. GST registration

08. Mandatory form duly signed for payment through Bank a/c by ECS/RTGS:

09. Solvency Certificate for 2 Lakhs. The solvency certificate shall not be older than the date of issue of NIT.

8. 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.

9. PENALTY:

Repair should be done within two weeks and or the time allowed in the work order from the date of issue of work order. Penal charges of 1% of the cost of repair subject to a maximum of 5% will be levied for every additional week, or part thereof, for the delay beyond 2 weeks and or the time allowed in the work order from the date of issuing of work order. Delay of repair beyond 5 weeks shall be viewed as non- performance and action shall be taken to forfeit the security deposit.

10. VALIDITY OF THE CONTRACT:

The contract shall be valid for **ONE YEAR** from the date of agreement and during that period, work orders will be issued depending on the requirement of work from time to time. The Tender period will be extendable by a further period of 6 months or to a date till the next Tender is finalized whichever is earlier, during which period, the same approved rates will be operated under the same terms and conditions.

11. FORCE MAJEUR:

11.1 If at any time, during the currency of this contract, the performance, in whole or in part, of any obligations(s) by either party under this contract shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions(s), strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason(s) of such event be entitled to terminate this contract which shall resume as soon as practicable after such events(s) may come to an end or cease to exist. The decision of the BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation(s) under the contract if prevented or delayed by reason(s) of any such event for a period exceeding 60 days either party may, at its discretion terminate the contract.

11.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the Contractor, at a price to be fixed by the BSNL, and which shall be final, all the unused, undamaged and acceptable goods, bought out components and stores in the possession of the contractor at the time of such termination or portion(s) thereof as the BSNL may deem fit excepting such materials, bought out components and stores as the contractor may, with concurrence of the BSNL, elect to retain.

12. DISPUTES AND ARBITRATION:

All disputes arising between the Contractor and the G.M.T.D, BSNL, Vizianagaram out of this Contract shall be referred to the sole arbitration of the Chief General Manager, Bharat Sanchar Nigam Limited, A.P Circle, Hyderabad or any officer appointed by him on his behalf. The award of Arbitration shall be final and binding on the both parties to the dispute and no appeal against the order of the Arbitrator shall be entertained

13. SOLVENCY:

The bidder should produce a solvency certificate for Rs.2 Lakhs along with the schedule. The solvency certificate shall not be older than the date of issue of NIT.

14. EVALUATION CRITERIA:

The evaluation of Tenders shall be made on the basis of total combined quote of 25A, 50A and 100A power plants. The lowest quote (L-1) will be decided based on the overall cost of all the items in Annexure-I and net cost to the BSNL

15. The Tender schedule not accompanying i) EMD, ii) Solvency, iii) Experience Certificate, iv) Registration of Firm, and V) GST registration / IT PAN registration is liable to be rejected.
16. The General Manager Telecom District, Bharat Sanchar Nigam Limited, Vizianagaram reserves the right to get the repair works in full or in part as per the requirement and to place order on any other contractor to any extent. The rates quoted should be in figures and words. Any corrections / over writings should be attested by full signature of the Bidder. If rates quoted in figures and words are different, the rates quoted in words will be taken into consideration.
17. The GMTD, BSNL, Vizianagaram reserves the right to reject any or all Tenders without assigning any reason whatsoever. He/ She also reserves the right to accept the offers of more than one Bidder. He/ She is also not bound to accept the lowest quotation of the Tenders.
18. The Tender of those Bidders who attempts canvassing in any manner will be summarily rejected. Any attempt for negotiations directly or indirectly on the part of the Bidder with the authority to whom he has submitted the Tender or the authority who is competent finally to accept it, after he has submitted his Tender offer or any endeavor to secure any interest for any actual or prospective Tender will render the Tender liable for exclusion from consideration.
19. After depositing the required S.D, the Contractor will have to execute an agreement on a non-judicial stamp paper worth of Rs.100/- (the cost of stamp paper is to be borne by the contractor) in the prescribed form to the effect that the contractor and the GMTD, BSNL, Vizianagaram are bound by the terms and conditions of the Tender schedule.
20. Any Tender with conditions submitted on his own by the Bidder other than those specified in the Tender schedule is liable to be summarily rejected. No modification by the Bidder of any of the conditions will be permitted after the Tender is opened.
21. Tenders received in any manner after due date and the specified time will not be considered.
22. The Bidder should sign on all the pages of the Tender schedule. The representative of the Bidder should produce a letter of authority for attending the Tender opening.
23. The Bidder has to submit latest I.T. clearance certificate / or furnish PAN No Invariably.
24. The person signing the Tender or other documents shall indicate his full name below his signature and must specify whether signed as:
 - a) Sole proprietor
 - b) Partner, in the case of partnership firm (Who is empowered to sign such Tenders and enter into agreement)
 - c) Karta, in the case of HUF.
 - d) Director, in the case of company, incorporated under the Indian Companies Act and duly Authorized by the Board of Directors for the purpose.
 - e) No sub- contracting is permitted by BSNL. The **near relatives** of all BSNL employees are working in Vizianagaram SSA either directly recruited or on deputation is prohibited from participation in this Tender. The near relatives for this purpose are defined as:
 - 1) Members of Hindu undivided family.
 - 2) They are husband and wife.
 - 3) 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), brothers and brother's wife (sister-in-law), sister(s), and sister's husband (brother-in-law).
25. **The Bidder should give a certificate to the effect that none of his/her relative is working in the units of BSNL as defined above.** In case of proprietor-ship firm, the 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 Tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred from further participation in the Tenders in the concerned unit.
- 26) The GMTD, VIZIANAGARAM 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, VIZIANAGARAM

Section – III

TERMS AND CONDITIONS OF THE CONTRACT

1. The Bidder should be a registered firm for entertaining the repair of Power Plant, working in BSNL Telephone Exchanges and cell sites should have a minimum experience of Two years in repairs of such plants.
 2. The Bidder should submit the evidence of Registration certificate of the firm. He should submit experience certificate for at least one year issued by an officer not below the rank of a Divisional Engineer (Gr B officer). However, no experience certificate is required for firms authorized to supply SMPS Power Plants to BSNL.
 3. The General Manager Telecom District, BSNL, Vizianagaram reserves the right to accept the offer of more than one Bidder.
 4. The Bidder should quote the rates:
 - a) **In the case of 25A SMPS power plants:**
 - i) Repair of 25 Amps SMPS Power Plant Modules inclusive of all spares
 - (ii) Repair of 25 Amps SMPS Power Plant Control and Supervisory Panels, LVDs inclusive of all spares.
 - b) **In the case of 50A SMPS power plants:**
 - i) Repair of 50 Amps SMPS Power Plant Modules inclusive of all spares
 - (ii) Repair of 50 Amps SMPS Power Plant Control and Supervisory Panels, LVDs inclusive of all spares
 - c) **In the case of 100A SMPS power plants:**
 - i) Repair of 100 Amps SMPS Power Plant Modules inclusive of all spares
 - (ii) Repair of 100 Amps SMPS Power Plant Control and Supervisory Panels, LVDs inclusive of all spares
- The bidder have to quote rate for all the items in the price schedule sheet without fail otherwise the tenders will be liable for rejection.**
- The comparison for evaluation shall be overall composite price of the items offered inclusive of all taxes ,levies, packing , transportation and handling charges if any EXCLUDING GST. The total value arrived to $\{(p1 \times q1) + (p2 \times q2) + (p3 \times q3) + \dots \dots \dots + (pn \times qn)\}$ where p is the unit price of the item and q is the quantity of the item and n is the no of items in the price schedule sheet. Generally the lowest value bidder will be the L1 tender.
- The BSNL reserves the right to engage more than one contractor. L1 will be awarded 70% of the total work and L2 will be awarded 30% of the total work at the approved rates of L1, if L2 agrees the L1 rate. If L2 is not agreeing, L3 will be offered approved rates and so on. Department is not bound to give equal work to all the approved contractors.
5. No revision of rates or escalation of prices of spare parts due to any reason will be accepted after the Tender is opened. The contractor will have to replace the spares at the accepted rates only during the period of contract.
 6. Conditional Tender such as with a mention that “Increase in market rate or taxes or duties of manufactures, rates etc., will be charged extra” will stand disqualified and will not be accepted.
 7. All faulty SMPS power plants are to be repaired at the site to the 100% satisfaction. Even any component taken to work shop is to be repaired fully and no component should be returned irreparable except the case of electrical charring of the PCBs.
 8. GMTD, Vizianagaram reserves the right to cancel the Tender if non-standard spares / parts / material are used for repair of the SMPS type power plants and action shall be taken to forfeit the Security Deposit.
 9. No traveling allowance, Dearness Allowance will be paid to the Contractor during his visits.
 10. No advance payment will be made for the repairs to be done. All bills will be paid only after completion of the work enclosed with a satisfactory performance certificate issued by the concerned Officer not below the rank of Sub Divisional Engineer.
 11. The service Engineer should verify the faulty modules and intimate the condition of the module whether faulty/ burnt/beyond repair to the concerned SDE for taking necessary action **before issue of work order only**. If the service engineer takes the work order and declares the module as irreparable consequently penalty will be levied as per the decision of General Manager Telecom District, Vizianagaram .
 - 12.a. The work order can be issued by an officer not below the rank of SDE/SDO duly counter signed by Divisional Engineer concerned
 - 12.b. Attending the repairs immediately when called upon by the unit officer and obtain work order issued by unit officer before commencing the work. The contractor should sign the work order.
 13. In case of emergency and not attended by the contractor, the work may be awarded to other agency and the charges paid to such agency will be recovered from the contractor.
 14. If the contractor fails to repair the power-plant modules in Vizianagaram SSA immediately or is found to have repaired with poor quality components or fails to comply with the specifications of the tender terms and conditions, the tender will be cancelled and the Security deposit will be forfeited

to the Bharat Sanchar Nigam Limited, the contractor is liable to be Black listed and will not be allowed in future tenders of BSNL.

15. Service personnel & Repair of equipment i.e power plant modules are to be made available at any time of all working days & holidays.
16. The bidder should have the infrastructure for repair of the SMPS Power plant modules and submit a proof about the nearest service Centre that they are having and previous repaired works at that repair Centre.
17. The bidder should have of experience of not less than one year in the field of repairing of all Type/make/capacity of power plant modules experience certificate to this effect shall be submitted which should be issued by an officer of BSNL not below in rank than Divisional Engineer. It should contain experience certificates with dates. The experience can be any one year after 2010. Attested copies of experience certificates by a gazetted officer with stamp and seal should be attached to bid and original certificates should be produced as and when called for.
18. The bills claimed after repairs should contain the serial number of the units of the modules of the SMPS power plant modules and also details of the components used for rectification. The replaced components shall be handed over to the SDE concerned and a certificate to this effect shall be got endorsed on the bills by the SDE concerned.
19. The components /spares used shall be new and are of the make/model as that of Power plant modules repaired and no extra charges will be paid by the BSNL towards the supply of spares/components if any.
20. The contractor will be responsible for the safety of the Power Plant modules given to him for repairs. The cost will be recovered from the contractor's bill if the modules are lost or damaged. No extra charge will be paid for watching or safe guard for the modules given for repairs.
21. The faulty/ burnt/beyond repair modules which are given to the contractor on site or which are taken to work shop by the contractor is to be repaired fully and returned within 7 days. No module should be returned irreparable after taking the work order and faulty module.
22. The credit Bills for the repair should be submitted to the unit officer in triplicate with counter signature of respective Divisional Engineers within 15 days and payment will be made through E-Banking system. For this purpose mandatory form is required. The credit bill should contain work order number, date of commencement of work and date of completion of work. The work order copy should be enclosed to the credit bill.
23. In case BSNL, Vizianagaram need the repairs urgently within the stipulated time frame and when it cannot be repaired by the contractor within the time frame fixed by BSNL, BSNL reserves the right to get the repair done from any other party and any excess amount over the approved rates paid by BSNL in this respect shall be recovered from the contractor from the future bills in addition to the penalty prescribed
24. If the repair carried out is not satisfactory as per the requirements, the contractor has to attend and repair the same **at no extra cost.**
25. The GMTD, BSNL, Vizianagaram reserves the right to reject any or all Tenders without assigning any reason whatsoever. He also reserves the right to accept the offer of more than one Bidder. He is also not bound to accept the lowest of the Tenders.
26. Income tax @ 2% and GST, Education Cess on it as applicable from time to time will be recovered. Imposition of Govt. levies if any will also be recovered.
27. The rates quoted shall be including all Taxes, transportation charges. The GST shall be paid by BSNL subject to the following conditions
- 27.1 The bills should contain GST registration No and PAN No. If PAN No is not contained TDS @ 20% will be recovered as per Income Tax amendment rules.
- 27.2 The bill clearly shows the cost of components and service charges separately.
- 27.3 Correct break up of service charge, GST and Education Cess is to be given in the bill
28. A certificate in the face back of the bill or separately is given to the effect that the GST claimed in the bill has been paid / shall be paid by the contractor to the service Tax authority. In case any loss sustained by BSNL on account of disallowance of CENVAT credit due to any default by the contractor the same shall be made good by the contractor or shall be recovered from the contractor
29. The contractor has to produce documentary evidence in respect of actual payment of GST for the previous month should be produced along with bills for payment.
30. The GST may be claimed only on the items for which the repair and service is involved, but not on the spares.
31. The **"instructions and guidelines to Bidder"** in Section-II shall also form part of the Terms and Conditions of the Contract.
32. Every SMPS power plant module repaired should bear a minimum guarantee of 6 months from the date of repair and testing OK, if the unit pick up fault within this period, the same should be repaired free of cost by the contractor.

SECTION-IV :

INFORMATION & INSTRUCTIONS TO THE BIDDER FOR

E-tendering Instructions to Bidders

General

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

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

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

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

.....
.....
.....
.....

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

2. Digital Certificates

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

3. Registration

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

Pay Annual Registration Fee if applicable.

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

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

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

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

from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

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

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

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

5. Other Instructions

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

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

6.Submission of Earnest Money Deposit:

Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above e-Procurement Portal through <https://etenders.gov.in/eprocure/app> Refund of Earnest Money Deposit to the unsuccessful/successful bidders will

be made as per the conditions given in the tender document.

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

7.Submission of Tender Document Fees:

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

8.Tender Download:

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

9.Submission of online bids:

The bidders are required to prepare their bids on online e-Procurement Portal as mentioned above. During bid preparation the bidders have to Map the Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

10.Opening of Tender (Electronic offers):

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

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

11.Short listing of Bids (Electronic Offers):

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

**SECTION-VI:
FINANCIAL BID / PRICE BID**

To
The General Manager Telecom District,
BSNL, Vizianagaram

Sir,

I have gone through the terms and conditions detailed in the Tender Notice. No. GMTD-VZM/PP-TENDER/2020-21/1 Dated at VZM the 07-04-2020. I am agreed to all the terms and conditions mentioned therein. My rates below for comprehensive "ARC for REPAIR of SMPS Power Plant Modules and Supervisory panels inclusive of all components" in Vizianagaram SSA for the year 2020-21 are quoted **inclusive of all taxes but exclusive of GST**. I shall also abide by any other rules connected to the Tender that may be enforced by the Bharat Sanchar Nigam Limited from time to time. The repaired modules are guaranteed for a period of 6 months from the date of repair.

Sl. No.	Name of the Item	Approximate Quantity	Rate Quoted for repair of each module in Rs.(Excluding GST)	
			In Figures	In Words
1	Repair of 25AMPS SMPS POWER PLANT MODULES	300 Nos		
2	Repair of 25AMPS SMPS Power Pant Control and Supervisory Panels	25 Nos		
3	Repair of 50AMPS SMPS POWER PLANT MODULES	50 Nos		
4	Repair of 50 A Power Pant Control and Supervisory Panels	15 Nos		
5	Repair of 100 AMPS SMPS POWER PLANT MODULES	50 Nos		
6	Repair of 100 A Power Pant Control and Supervisory Panels	15 Nos		
7	LVDs for 25/50/100A power plants of all make	30 Nos		

SECTION-VI:
Bidder's Profile & Declaration

To
The General Manager Telecom District
BSNL, Vizianagaram

Sir,

I/We hereby declare that I/We have carefully gone through the terms and conditions of Tender document in detail and agree in full to abide by them.

1. Full name in block letters
2. Capacity in which the Bidder has signed
3. Full Address:
4. Details of Demand Draft /ERP paid towards EMD of Rs.....
 - i. ERP. Receipt No. and date:
 - ii. Name of the Bank and Branch
5. In case of NSIC Registration
NSIC Registration Particulars (If EMD exemption required)
6. Copy of PAN card with self attested
7. GST Registration
8. Experience Certificate. (Enclosed / not enclosed)
9. Mandatory form duly signed for payment through Bank A/c by ECS/RTGS
10. Solvency Certificate. (Enclosed / not enclosed)
11. Certificate stating no relatives working in the BSNL unit. (Enclosed / not enclosed)
12. Proof of Registration/Company/AP Industries/Proprietary Concern.
13. Self-declaration stating that the firm / individual not block listed earlier in

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:

Certificate stating no relatives working in the BSNL unit

The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. 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 excluding Government of India / Financial institution nominees and independent non-official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and Bid Security / Performance security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit:

The near relatives 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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law)

The format of the certificate to be given is "I S/o
r/o hereby certify that none or 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."

Signature of the bidder with seal

ANNEXURE-1

BANK MANDATORY FORM
(To be filled by the contractor for arranging E-Payment)

1. Name of the Tenderer:
2. Bank Name:
3. Branch Name:
4. IFSC code of Bank:
5. Account No:
6. Branch serial No (MICR No):

I hereby undertake that my payments on this contract may be made through E-Banking to my account mentioned above.

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

Signature of the bidder

ANNEXURE-IV

SELF DECLARATION OF NON BLACKLIST

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

AGREEMENT

AGREEMENT made this day of Two Thousand and between the B.S.N.L. represented by the General Manager, Telecom District, Vizianagaram, herein after called the B.S.N.L. (which expression shall unless excluded by or repugnant to the context include his successor and assignees on the one part and having its registered office at.....(acting through its constituted attorney) hereinafter called the "Tenderer" (which term shall include their heirs, executors, successors and assignees) on the other part.

Whereas the BSNL is desirous for getting executed certain works and or purchasing certain items viz., Repair of 25A/50A/100A SMPS Power Plant Modules in Vizianagaram SSA and whereas the contractor is ready and willing to execute the said works and or supply the said items in accordance with the contract.

NOW THIS AGREEMENT WITNESS THE and it is hereby agreed and declared as follows:

The notice Inviting Tender, instructions to the tenderer, conditions of contract, work specifications, special conditions etc., annexed to the tender schedule for this purpose and such additional particulars instructions and drawings etc , as may found requisite to the given during the execution of the work and / or supply of materials shall be deemed and taken to be as integral part of the "Contract" and shall also be deemed to have been included in the expression 'contract' wherever herein used.

AND WHERE AS it is one of the ' Terms and conditions of the contract' that the contractor should as security for the fulfillment of the said contract, deposit Rs.....or submit it a Bank Guarantee from a nationalized Bank for Rs.....to the General Manager, Telecom District, Vizianagaram and he has accordingly prior to signing hereof. AND WHERE AS the contractor has paid/submitted DD/BG for the Rs..... to the GMTD, Vizianagaram as security deposit as per the terms and conditions of the NIT

And now this indenture witness that in consideration of the payment to be made by the BSNL the contractor duly supply the items and or shall execute said works with great promptness care and accuracy with good workmanship to the best satisfaction of BSNL and shall complete the same in accordance with the said specification and conditions of the contract on or before as instructed, for a period of ONE YEAR from.....to.....

AND the BSNL hereby agree that the contractor shall duly supply/perform the work in accordance with the said Terms and conditions of the contract, the BSNL will pay or cause to pay the 'Contractor' for the said supplies/works on final completion thereof.

And the Contractor hereby agree that

1. If any overpayment is noticed after payment of bill, the same will be recovered from the future bills or SD/EMD.
2. A penalty to the tune of 1% to a maximum of 5% (of the cost of the work order) will be imposed on the contractor on all delayed / in completed and substandard work beside cancellation of the tender agreement and forfeiting the S.D, the contract will be black-listed and barred from participation in future tenders.
3. The General Manager Telecom District, Vizianagaram reserve the right to impose any conditions if necessary during the validity of the tender. He also reserves the right to award in full or part as per the

requirement and to any extent to any approved contractor.

4. The contractor solely responsible for implementation of Labour Act/ Labour Laws and rules made by Labour Commissioner, EPF payments for the labour employed by him etc from time to time.
5. The contractor shall not assign or sublet the work to any person or agency without the written approval of the General Manager, Telecom District, BHARAT SANCHAR NIGAM LIMITED, VIZIANAGARAM.
6. Taxes at source will be deducted as per the rules in force.
7. The Tender may be terminated at any time ever after enter into agreement without assigning any reasons. even before completion of the Tender.
8. The security Deposit shall be released after six months after successful completion of the work at the end of the contract period.
9. All disputes arising out of this contract will referred to the arbitration of the G.M.Telecom District, Vizianagaram, or some other officer appointed by him. The award of arbitrator shall be final and binding on the parties to this contract and provisions of the Indian Arbitration Act 1940 and any statutory modifications / enactments there to and the rules made there under from time to time shall apply to such arbitration.
5. The Tender schedule and terms and conditions also form part of the agreement.

6. In witness whereof the parties present have here into set their respective hands and seals the day and year
in _____

Signature of the contractor

Signature of the AGM (Planning)
For General Manager
Telecom District
Vizianagaram – 532001

Witness:

Witness:

01. Signature:
Name :
Address :

01. Signature:
Name :
Address:

02. Signature:
Name :
Address :

02. Signature:
Name :
Address: