



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

**TELECOM DISTRICT TIRUPATI**

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**E-TENDER SCHEDULE  
FOR ANNUAL REPAIR CONTRACT  
FOR THE REPAIR OF  
POWER PLANT MODULES IN CHITTOOR BA  
FOR THE YEAR 2023-2024.**

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Signature of the tenderer

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Signature of the tenderer



भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)

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

**PRINCIPAL GENERAL MANAGER TELECOM: TIRUPATI-517 501**

**E-TENDER SCHEDULE OF ANNUAL REPAIR CONTRACT FOR THE REPAIR OF POWER PLANT MODULES IN  
CHITTOOR BA FOR THE YEAR 2023-2024.**

OFFICE SEAL

**Bid Form**

**1. Tender Document No.**

**2. Issued to**

**3. Particulars of payment:**

- (a) Cash receipt / DD No. & Date
- (b) Amount Rs.

**4. Starting of sale of tender schedule /Downloading** : 11:00 hrs on 30-06-2023.

**5. Web Site Address** : [www.etenders.gov.in](http://www.etenders.gov.in) Or  
[www.ap.bsnl.co.in](http://www.ap.bsnl.co.in)

**6. Date & Time of Submission of e - Tender bids** : 15:00 hrs on 20-07-2023.  
Online along with Hard copies

**7. Date and time of opening of Tender Bids** : 15:30 hrs on 21-07-2023.

**8. Venue of opening tenders** : Asst. General Manager (OP),  
II nd Floor, O/o PGM TD.,BSNL,  
Sanchar Bhavan, Tirupati.

Signature of the tenderer



**PGMTD/TRP/OP/TENDER/PP Repairs/2023-24/1 dtd at TRP the 19.06.2023**

**NOTICE INVITING e-TENDER**

Tenders are invited through E-Tendering process on behalf of the Bharat Sanchar Nigam Limited, O/o PGMTD, Tirupati,A.P-517501for " Annual repair contract for repair of **POWER PLANT MODULES** of all makes, types and capacities in Chittoor BA for the year 2023-2024" 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 30.06.2023.

The other details and the tender schedule can be obtained from <https://www.etenders.gov.in> or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in).

Tenderers who download the tender schedule from the web site or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) are to pay the cost of the tender schedule before 13:00 hrs of 20-07-2023.

1. Starting of sale of tender schedule is from : 10:30 Hrs on 30-06-2023
2. Date & Time of Submission of e - Tender bids Online : 15:00 Hrs on 20-07-2023.  
along with hard copies
3. The tender bids will be opened at : 15:30 Hrs on 21-07-2023.
4. Earnest money Deposit : **Rs.37,500/-** (Rupees Thirty Seven thousand Five hundred only)
5. Performance Security Deposit : 10% of the Value of Contract

The interested parties should make their own arrangements to download the Tender from website <https://www.etenders.gov.in> or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in).

**BSNL, PGMTD, CTR has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.**

Principal General Manager,Telecom  
O/o PGMTD, BSNL, Tirupati.

Signature of the tenderer

% The Principal General Manager Telecom, BSNL,  
Sanchar Bhavan, Tirupati - 517 501



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**PART-I**

**PGMTD/TRP/OP/TENDER/PP Repairs/2023-24/1 dtd at TRP the 19.06.2023**

**e-TENDER SCHEDULE**

Tenders are invited through E-Tendering process on behalf of the Bharat Sanchar Nigam Limited, O/o PGMTD, Tirupati, A.P-517501 for "Annual repair contract for repair of POWER PLANT MODULES of all makes, types and capacities in Chittoor BA for the year 2023-2024".

The conditions which will govern the contract to be made are contained in the tender schedule enclosed. It is hereby informed that tenderer should quote his/her rates for "ARC Tender for Repair of POWER PLANT MODULES, of different makes, types and capacities as given in financial bid for the year 2023-2024 and it is not mandatory to quote for All Makes/Capacities" in Chittoor BA .

The Cost of the tender schedule	: Rs.590/- (Including GST, Not refundable)
The approximate tender value	: Rs. 15,00,000/- (Excluding GST)
The Earnest Money Deposit	: Rs. 37,500/-
The Security deposit	: 10% of the Value of Contract

Starting of sale of tender schedule is from : 10-30 Hrs on 30-06-2023

Date & Time of Submission of e - Tender bids : 15-00 Hrs on 20-07-2023  
Online along with hard copies

The tender bids will be opened at : 15-30 Hrs on 21-07-2023

**INSTRUCTIONS FOR SUBMISSION OF TENDER**

1. Technical BID and Financial BID should be submitted **Online** through e-tender in <https://www.etenders.gov.in> website and hard copies Wax / PVC tape sealed tender should reach this office on or before 15-00 hrs of 20-07-2023 and the same will be opened in the presence of such of those tenderers who choose to present at 15-30 hrs on 21-07-2023 in the chamber of Asst. General Manager (OP), O/o Principal General Manager Telecom, BSNL, Sanchar Bhavan, Tirupati - 517 501. The tender form is not transferable. Only one tender should be inserted in one cover. More than one tender enclosed in one cover will be liable to be rejected. In case the date fixed for opening of technical bids subsequently declared Holiday / Bandh etc., bids will be opened on next working day, time & venue remains the same.
2. Tenders may also be submitted through Registered Post with acknowledgment due so as to reach well before in advance or dropped by the tenderer in the tender box kept in the Chamber of AGM (OP), O/o PGMTD, BSNL, Sanchar Bhavan, Tirupati 517501. No separate acknowledgment will be given to such tenders which have been sent through Regd. post and not reached with in the scheduled time/ date, will be summarily rejected. For postal delay, if any, this office is not responsible.

Signature of the tenderer

3. Any provisional clause included in the quotation as per instance "subject to market fluctuations "etc., which might affect the price of the article will result in the tender being rejected.

4. The tender schedule can also be downloaded from our website <https://www.etenders.gov.in> or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in). In such cases, the cost of the tender schedule should either be paid in cash counter, % PGMTD, BSNL, Sanchar Bhavan, Tirupati and the receipt to be enclosed to the tender before dropping in the tender box, or a separate DD in favor of Accounts officer (Cash), BSNL, O/o PGMTD, Tirupati from any Nationalized bank towards the cost of the tender schedule should be enclosed to the tender schedule.

5. The tender schedule contains 15 pages numbered serially from 1 to 15 (Agreement 16-21 pages)

6. The tenderer should sign on every page of the tender document from page No 1 to 15 before submitting the Bid.

7. Tenderer should ensure that the tender document contains all the pages numbered serially and should also ensure that no page is missed before submitting the Bid document. Any bid submitted with missing pages will be summarily rejected. BSNL will not take any responsibility in this regard.

8. The tenderer should fill up the rates in the enclosed financial bid, in figures and also in words for the item to be repaired separately as mentioned in the quotation form. **The rates quoted should be inclusive of all Taxes, repair charges, service charges and cost of spares / components, but exclusive of GST.**

9. Rates quoted by the contractor in the tender both in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

10. The sealed tender should be submitted in 2 different inner covers, viz.,

One inner cover should contain Part-I (Technical Bid), i.e., Technical Bid containing EMD receipts, receipt towards the cost of tender schedule, and experience certificate etc, as instructed in clause 16 and the cover should be super scripted as Part I (Technical Bid).

Other inner cover should contain Part II (Financial Bid). i.e Financial Bid containing the bid offer should be kept in other inner cover and should be super scripted as Part -II (Financial Bid).

Outer cover: Both these inner covers, properly wax/PVC sealed, should be kept in one outer cover which is also sealed with wax or paper and should be addressed to AGM (OP), O/o Principal General Manager Telcom District, BSNL, Sanchar Bhavan, Tirupati 517 501" and should be superscribed as **"ARC TENDER FOR REPAIR OF POWER PLANT MODULES IN CHITTOOR BA FOR THE YEAR 2023-2024"**

11. The tenderer should ensure that the down loaded tender document is properly bound and sealed before submitting the same.

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

Signature of the tenderer

13. The tenderer shall furnish a declaration to this effect that no addition / deletion / corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.

14. The tenderer should read carefully & sign the declaration given in the tender schedule itself before submitting the tender.

15. In case of any doubt in the down loaded tender, the same should be got clarified from AGM (OP), O/o PGMTD Tirupati or SDE (OP) % PGMTD Tirupati on tele. Nos. 0877- 2255579,2225180 respectively before submitting the tender. No requests regarding clarifications will be entertained on or after submission..

**16. The list of documents to be submitted in Technical bid cover: (Tender Schedule Part-I )**

- a) Cost of the Tender Schedule Rs. 590/- and EMD of Rs: 37,500 /- in DD/Cash Reciept.
- b) Tender schedule all pages signed by the tenderer.
- c) **The Experience certificate for a minimum of 3 year from any state/central Govt/PSU or from a reputed company.**
- d) Income Tax PAN Number
- e) GST Registration certificate
- f) The registration of the firm.
- g) Authenticated copy of partnership deeds in case of partnership firm
- h) Original "Power of Attorney" in case of a person other than the tenderer has signed the tender documents.
- i) Details of the equipment that will be made available for rectification of faults.
- j) List of qualified experienced personnel (technical staff) and copy of qualification certificates who are working for the tenderer and who will be deployed for the work, their addresses along with telephone numbers.
- k) No Relative certificate (As mentioned in the given format)
- l) **The bidder should have minimum annual turnover of Rs.5 Lakhs during last two financial years**

**RELATIVE NON EMPLOYMENT CERTIFICATE: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 the 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 tenderer**

Note: Definition of **Near Relatives**: Near Relatives includes

- (a) Members of Hindu undivided family
- (b) They are husband and wife
- (c) Any one 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 in law), sister(s) and sister's husband (brother in law).

**17. List of documents to be submitted in Financial Bid cover Part - II.**

It should only contain Rate quoted by the tenderer in PART-II Financial Bid (page no 15) to be submitted in the Financial Bid cover.

The tendering firms should specify and submit their offer in the Quotation furnishing all details as asked for. Tender is liable to be rejected if the information called for is not furnished or the tender is not submitted in the above form.

Signature of the tenderer

### **DECLARATION**

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

It is to certify that

- 1) I / We have submitted the tenders in the proforma as downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2) I / We have submitted tender documents which are same / identical as available in the website.
- 3) I / We have not made any modification / corrections / additions etc in the tender documents down loaded from web by me / us.
- 4) I / We have checked that no page is missing and all pages as mentioned at Clause. No. 7, are available & that all pages of tender document submitted by us are clear & legible.
- 5) I / We have signed (with stamp) all the pages of the tender document before submitting the same.
- 6) I / We have sealed the tender documents properly before submitting the same.
- 7) I / We have submitted the cost of tender separately along with EMD.
- 8) I have read carefully & understood the important instructions to the tenderers.
- 9) In case at any stage later, if it is found there is difference in our downloaded tender documents from the Original, BSNL shall have the absolute right to take any action as deemed fit without any prior Intimation to me / us.
- 10) In case at any stage later, if it is found there is difference in our downloaded tender documents from the original, the tender / work will be canceled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 11) In case at any stage later, if it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in BSNL & would also render me / us liable to be removed from the approved list of contractors of the Department.

Dated .....

**Signature of the Tenderer**

**(SIGN WITH SEAL)**

### **TERMS AND CONDITIONS OF THE TENDER**

1. Each tenderer should pay a Sum of **Rs.37,500/-** ( Rupees Thirty Seven thousand only) towards Earnest Money deposit (**EMD**) in the form of original Cash receipt obtained from the Accounts Officer (Cash) BSNL, O/o Principal General Manager Telecom District, ,BSNL, Sanchar Bhavan, Tirupati 517 501 or crossed Demand Draft drawn from any Nationalized Bank payable at Tirupati for the same amount in favor of Accounts Officer (Cash), BSNL, % Principal General Manager Telecom District, Sanchar Bhavan, Tirupati 517 501. Only current and valid NSIC & MSME certificate will be considered towards waived of requisite EMD. The tender received without EMD will be rejected. EMD paid by the unsuccessful tenderer will be refunded after finalization of the tender without any interest. EMD will be adjusted towards the security deposit of the successful bidder. The NSIC limit should not be less than the cost of the tender.

Signature of the tenderer



2. The successful tenderer should pay a sum of **10% of the total value of the bid, towards Performance Security Deposit (SD)** in cash/ bank guarantee from Nationalized bank only, within twenty one days in favor of A.O (Cash), O/o PGMTD, BSNL, Sanchar Bhavan, Tirupati 517 501. In case, the successful tenderer fails to pay the Security deposit within the stipulated time / date, the EMD paid by the tenderer will be forfeited in favor of the BHARAT SANCHAR NIGAM LIMITED, and the tenderer is liable to be black-listed and will not be allowed to participate in future tenders of BSNL tender. The SD amount will be released only after the completion of the contract period and repair warranty period without any interest, subject to the satisfactory service. An AGREEMENT shall be executed within one week on Rs.100/- non judicial stamped paper. The cost of stamp paper is to be borne by the tenderer. **The award letter will be issued only on receipt of the Security deposit and Agreement.**
3. Cheques are not accepted against EMD / SD.
4. The tenders received after due date / time will not be accepted.
5. The tenderer signing the tender or other documents connected with the contract must specify whether he signs as:
  - a) A partner of the firm and if so must have authority to refer to arbitration disputes concerning 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, every partner must sign the tender and all the other related documents.
  - b) A sole proprietor of the firm or constituted attorney of sole proprietor.
  - c) Constituted authority of the firm, if it is a company.
6. **The tenderer should sign on each page of the tender schedule and quotation. Any correction made in the tender should be attested by the tenderer with full signature.**
7. Any attempt or negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender, or with the authority who is competent finally to accept the tender, or to influence by any means, will render the tender to be rejected.
8. **The Principal G.M.Telecom, BSNL Chittoor BA, Tirupati is not bound to accept the lowest tender.**
9. Tender not confirming to the terms and conditions and the conditional tenders will be summarily rejected.
10. The Principal G.M.Telecom, BSNL Chittoor BA, Tirupati reserves the right to reject any or all the tenders without assigning any reason and the decision of the P.G.M.Telecom, BSNL Chittoor BA, Tirupati shall be final and is binding on all concerned. P.G.M.Telecom, BSNL Chittoor BA, Tirupati also reserves the right to award the Tender to one or more tenderers and to order work in full or partial. As the POWER PLANT Modules , as mentioned in QUOTATION (Financial Bid) are of different make and model, the Experience in Repair of any make will be considered.
11. **No appeal against the decision of the P.G.M.Telecom, BSNL Chittoor BA, will be entertained.**
12. **Validity of tender is one year from the date of signing the agreement and can be extended for a further period of one year** or less as approved by P.G.M.Telecom, BSNL Chittoor BA, Tirupati with same terms & conditions. No increase of rates of Repair charges shall be allowed during the scheduled or extended service period for any reason.
13. Submission of tender will bind the tenderer to the acceptance of all the conditions specified therein.
14. Firms registered with NSIC or DGS & D should note that if they fail to maintain / breaks the contract in stipulated period their performance will be noted in the register and notified to NSIC and DGS & D.

Signature of the tenderer

15. If the successful tenderer is not up to the mark, or not satisfactory or fails to comply with the above terms and conditions, the tender will be canceled, tenderer will be liable to be black listed and the security deposit will be forfeited to the BSNL.
16. If any Power plant module is not included in the tender schedule, subsequently the same may be included as in tender condition, the tenderer has to take up the works as per the tender rates already accepted.
17. Whenever under this contract any sum of money is recoverable from or payable by the tenderer, the PGMTD Tirupati shall be entitled to recover such sum by appropriating in part or whole from the Security Deposit of the tenderer. In the event of Security Deposit being insufficient or if no security deposit has been taken from the contractor, then the balance of the sum recoverable, as the case may be, deducted from any sum then due, or which at any time thereafter may become due to the contractor, under this or any other contract with this organization or any other organization.
- 18. Penalty:** The successful tenderer shall intimate the Unit Officer about the module found RNP within 7 days of issue of work order ,by returning and declaring it as RNP and in no case more than 5% of the total modules received by the Tenderer from Chittoor BA shall be allowed to be declared as RNP. However burnt modules do not fall in this category of irreparable modules and in general will not be given to Tenderer. Burnt module is that where the printed circuit board is burnt at any portion(s).  
If RNP declared by Tenderer is above 5% then prevailing market price of the module will have to be borne by the Tenderer for each module above 5% limit indicated above or the Tenderer will replace such modules by good working modules.
- (a) In case of failure to repair within 7 days, penalty charges will be imposed @ 0.5% per week for a period of upto 10 weeks and thereafter @0.7% per week upon the cost of the unit (module cost) subject to overall limit to 12%. Part of week is also treated as one week for this purpose.
- (b) No part or parts of the POWER PLANT Modules should be lifted without giving proper receipt to the in charge SDE of the concerned exchange.
- 19. The Tenderer should Quote for only those Make/Type/Capacity of Modules/Items in Financial bid ,which they are capable to repair .The Penalty will be levied as per Tender Penalty Clause 18 if he fails to repair for the Quoted Modules. It is not Mandatory to Quote prices for all Makes,Types,Capacities**
20. The successful tenderer should attend the, SMPS Module / control module / control card with wiring (SMPS) / mother boards and bring them into working condition.
21. All breakdown calls/complaints have to be attended by the firm with utmost promptness.
22. The tender may be awarded to more than one tenderer at the lowest approved rates.
23. The successful tenderer should be in a position to repair the POWER PLANT Modules, at site itself.
24. The Tenderer to whom the tender has been awarded, should attend the faults upon getting written information or fax or E-mail by us / from the unit officer concerned.
- 25. In case of emergency and not attended by the successful tenderer, the work may be awarded to other Agency and the cost of repair will be recovered from the tenderer from the bills payable / security deposit as the case may be, in addition to imposition of penalty for delay in repairing, as mentioned in clause 18 above.**
25. The Tenderer should bring all the repairing tools, spares, and man power required for the repair of POWER PLANT Modules, at his own cost.
26. If the successful Tenderer fails to repair the POWER PLANT Modules, immediately or is found to have repaired with poor quality components or fails to comply with the specifications of the tender terms and conditions, to impose the penalty, the tender will be cancelled, the Security deposit will be forfeited to the Bharath Sanchar Nigam Limited, the tenderer is liable to be Black listed and will not be allowed in future tenders of BSNL.
27. Service personnel for Repair of POWER PLANT Modules, are to be made available at any time on any day including holidays.
28. All the POWER PLANT Modules are spread-over in the entire Chittoor BA

Signature of the tenderer

29. All the repairs are to be carried out at the site only unless otherwise permitted by SDE I/C in writing.
30. The tenderer should have the infrastructure for repair of POWER PLANT Modules and submit a proof about the equipment and man power that they possess.
31. The ARC starts from the date of signing the agreement and is valid for one year and can be extended for a further period as approved by P.G.M Telecom District, Chittoor BA, Tirupati. The ARC is payable for the faulty unit only, the tenderer has attended and repaired. **The tenderer should also guarantee good working of the repaired module for a period of 180 Days irrespective of the type of the component replaced / nature of repair, from the date of repair.** If the equipment fails in any aspect within the guarantee period, the tenderer should repair / replace the same at his own cost. The cost of the components replaced for repairs will be borne by the tenderer only. For this purpose the security deposit paid by the successful tenderer will be retained until the completion of the guarantee period and will be forfeited to the BSNL if the tenderer does not abide by this condition.
32. The bills claimed should contain the serial number of the units of the modules of the SMPS power plants, and also details of the components used for rectification.
33. The Bills for the repair should be submitted to the unit officer in triplicate within 15 days and payment will be made through NEFT after certifying the work by concerned unit officer & Divisional Engineers. The 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 bill with contractor signature along with date of receipt of work order.
34. The tenderer should submit a certificate of experience for a minimum of Three years i.e last financial year (2020-2021, 2021-2022, 2022-2023) in repair of POWER PLANT Modules from any unit of DOT/BSNL (issued by an officer not below the rank of the Divisional Engineer,)/ Central / State Govt / PSU organization. In case of manufacturers a certificate of their experience in supply and installation of the same may be submitted.
35. If the POWER PLANT Modules after repair, are found defective while testing, the entire bill will be kept pending till repairs are completed for the satisfaction of the unit officer.
36. The successful tenderer shall place required No. of Resident Engineers/ Technicians at Tirupati and or Chittoor and or Madanapalli and submit local address, telephone number, e-mail address for attending on the messages given by the unit officers from time to time, to avoid delay. The successful tenderer has to arrange the service Engineer / Technician to repair the POWER PLANT Modules, immediately on requisition from SDE/Unit officer/In-charge. The service personnel should visit the site and have to attend the faults immediately and sufficient good quality spares should be kept with the service personnel to attend the faults.

### **37 BID OPENING AND EVALUATION:**

#### **37 A. OPENING OF BIDS BY THE DEPARTMENT:**

37.1 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.

37.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

37.3 The Bids shall be opened in the following manner:

37.3.1 The bid opening committee shall count the number of bids floated in e-Tender and assign serial numbers to the bids for hard copies received. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

Signature of the tenderer

37.3.2 The envelopes containing the tender offer and not properly sealed, as required shall not be opened

and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

37.3.3 First the outer envelope containing the two envelopes be opened. The bid opening committee shall initial on all three envelopes with date.

37.3.4 Among these two envelopes, the envelope marked "**TECHNICAL BID**" shall be opened first and examined.

37.3.5 The bidders who have submitted proper bid security as per tender document, their papers / documents submitted by the bidder shall be examined and recorded by the TOC. After opening the Technical bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

37.3.6 After recording of the "Technical Bid" the TOC will place all the Financial bids submitted by the bidder in an envelope and will properly seal it with a wax or packaging PVC tape for keeping in safe custody.

37.3.7 The Financial Bid shall be opened in the following manner:

37.3.7.1 The envelope marked "**Financial Bid**," and e-tender will be opened only for qualified tenders in "Technical Bid".

37.3.7.2 The date and time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in Technical Bid and their representative shall be allowed to attend the financial bid opening.

37.3.7.3 After opening the "Financial Bid" the bidder's name, bid prices, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate; will be announced at the opening.

37.3.7.4 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

#### **37 B PRELIMINARY EVALUATION:**

37.4.1 Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order etc.

37.4.2 Prior to the detailed evaluation, pursuant to clause 37.5, the Department will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The Department's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

37.4.3 A bid, determined as substantially non responsive will be rejected by the Department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

Signature of the tenderer

37.4.4 The department may waive any minor infirmity or non-conformity or irregularity in a bid which does

not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

**37 C Evaluation:**

37.5.1 The department shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 37B.

**37.5.2 The evaluation and comparison of responsive bids shall be on the rates Quoted for each Make/Type/Capacity wise and indicated in schedule of rates of the bid documents. L 1 will be decided for each Make/Type/Capacity wise.**

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37.5.3 If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of the errors, his bid shall be rejected.

37.5.4 If there is a tie between the bidders in case of rate offered a bidder with more experience will be preferred

38. The Tenderer shall strictly comply with all rules / regulations etc., as per law in force pertaining to contract Labour (R&A) Act, Shops and Establishments Act, Employees Provident Fund Act, ESI Act, Minimum Wages Act., and payment of Wages Act, etc., as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by him.

39. The Tenderer will have to ensure all his personnel under Workmen Compensation Act at the places, which are not covered under ESIC, and a copy of ALL RISK INSURANCE POLICIES shall have to be furnished to BSNL.

40. The Tenderer shall maintain all the documents necessary to satisfy provision of Labour Act such as age, sex, educational qualifications, addresses of the personnel, PF payments made, ESI payments etc.

41. If the Contractor does not comply with any of conditions mentioned above, payments arising out of contract should be withheld.

42. The tenderer shall be held responsible for any damage(s) / loss (es) to the B.S.N.L., caused due to the negligence of his work force and shall compensate the B.S.N.L., adequately against such losses which will be assessed and determined by the B.S.N.L.

43. While submitting bills to the B.S.N.L., the tenderer shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by him in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the B.S.N.L., will be withheld until such compliance.

44. In case, while on duty and during the course of engagement in work premises of the Company under this agreement, if any of the contractor's workforce meets with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., First Aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the contractor shall also be liable for meeting with statutory liabilities under the ESI / PF or Workmen's Compensation Act. BSNL will have no obligation, whatsoever, in this regard.

45. The contractor shall indemnify and compensate the B.S.N.L., if the B.S.N.L., as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Contractor. In any such eventuality, the provisions relating to recovery as provided in the relevant clauses of the Act shall be applicable in to.

46. The BSNL will have privity of contract with contractor only and will give instructions to him and will have nothing to do with or be connected with the conditions of employment of the workers working for

Signature of the tenderer

the contractor. The workers engaged by the contractor shall not have any claim against B.S.N.L., for

regularization of their services etc., and their engagement shall stand terminated as soon as the work for which the contract is signed and agreed to comes to an end or the contract is rescinded or cancelled or terminated under any other clause of the contract or by operation of any law.

47. No Engineer of gazette rank or other gazette officers employed in Engineering or Administrative duties in any Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

48. In case any dispute arises, the Arbitrator should settle it.

**49. ARBITRATION:**

In the event of any dispute or difference arising under this contract/agreement or in connection there- with (except as to the matters, the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chief General Manager ,BSNL,AP Telecom Circle, Vijayawada in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chief General Manager, BSNL,AP Telecom Circle, Vijayawada or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chief General Manager ,BSNL ,AP Telecom Circle, Vijayawada or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996, there will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates, or that, in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator, to whom the matter is originally referred, being transferred or vacating office or being unable to act for any reason whatsoever, the Chairman and Managing Director, BSNL, New Delhi or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to processed from the stage at which it was left out by his predecessors.

**50.**

If a dispute arises out of or in connection with this contract, or any respect of any defined legal relationship associated therewith or derived there from, shall be sought by all the parties concerned by an amicable settlement of that dispute by conciliation under the ACCORD Conciliation Rules, 1996.

**51. CERTIFICATE:**

I have read and understood all the terms and conditions of the tender document and abide by the provisions contained therein.

Signature of the Tenderer

ASST.GENERAL MANAGER (OP)  
O/o PG M TELECOM DISTRICT,  
BSNL, Sanchar Bhavan, Tirupati - 517 501

Signature of the tenderer

**PART-II**

## FINANCIAL BID

From

To

The PRINCIPAL GENERAL MANAGER,  
O/o PGMTD, BSNL, SANCHAR BHAVAN,  
TIRUPATI - 517 501.

Sir,

I have gone through the terms and conditions detailed in the e-Tender Notice No: **PGMTD/TRP/OP/TENDER/PP Repairs/2023-24/1 dtd at TRP the 19.06.2023**, I agree to all the terms and conditions mentioned therein. My rates for comprehensive "ARC for Repair of POWER PLANT Modules, inclusive of spares and components for the year 2023-2024" under Chittoor BA are quoted **exclusive of GST**, below. I shall also abide by any other rules connected to the ARC Tender that may be enforced by the Bharat Sanchar Nigam Limited from time to time

**Note : The Tenderer should Quote for only those Make/Type/Capacity which they are capable to repair . It is not Mandatory to Quote prices for all Makes,Types,Capacities.**

### **SMPS TYPE POWER PLANT MODULES:**

S.No	PP Capacity	Make	Approximate Quantity of Modules/Items	Rate quoted per Unit/ Module (exclusive of GST) in Rupees (in figures)	Rate quoted per Unit/ Module (exclusive of GST) in Rupees (in words)
1	25 A	DACS	2		
3		DELTA(Before 2013)	42		
4		DELTA (On or After2013)	30		
5		EXICOM(Before 2015)	39		
6		EXICOM(On or After 2015)	45		
7		ITI	4		
9		ELTEK	10		
10	50 A	EXICOM(Before 2015)	3		
12		EXICOM(On or After 2015)	11		
13		VALERE	5		
16	100 A	DELTA(On or After 2013)	14		
18		DACS	11		
19		ELTEK	14		
20		EXICOM(Before 2015)	11		
21		EXICOM(On or After 2015)	23		
22		ITI	9		
23	200 A	EXICOM	4		
24	25A/50A	Supervisory Panel Repair –All Makes	30		
25	100A/200A		20		
26	LVD Panel Repair		60		
27	LVD Supply & Installation (With Adjustable Cutoff voltage range 44V to 46V and Display)		70		

**Station:**

**Date :**

**Signature of the tenderer Name in block letters  
(Firms authorized Officer)**

**Name of the firm & full address with phone numbers  
Status: Sole Proprietor/Partner/ Constituted attorney.**

Signature of the tenderer

## AGREEMENT

This agreement is made on .....-2023

BETWEEN

AND

The General Manager, Telecom: BSNL, Tirupati-517501 acting for on behalf of BHARAT SANCHAR  
NIGAM LIMITED (A Govt. of India Enterprise)

Where as -----, has agreed with the  
BSNL for Annual Repair Contract for Power plant Modules for the year 2023-24 in entire CHITTOOR SSA.

Where as it was one of the terms & Conditions of the contract that -----  
----- should pay Rs.-----/- (Rupees -----only) towards Security  
deposit (Rs -----/-) and EMD (Rs37,500/-) for fulfillment of the said contract and submit DD/Cash  
receipt/ Bank Guarantee to the Accounts Officer (Cash) % G.M. Telecom BSNL,Tirupati accordingly herein  
paid / submitted Bank Guarantee no \_\_\_\_\_ for Rs.-----/- (Rupees -----  
----- only) Covered for the period from\_\_\_\_\_. To\_\_\_\_\_ and now indenture witness that the  
consideration of the promise, it is mutually agreed and declared between parties here as follows.

Annual Repair Contract charges per item for 180days repair guarantee for POWER PLANT MODULES in  
entire CHITTOOR SSA are as given below.

### 1.SMPS TYPE POWER PLANTS all makes

S.No	PP Capacity	Make	Approximate Quantity of Modules/Items	Rate quoted per Unit/ Module (exclusive of GST) in Rupees (in figures)	Rate quoted per Unit/ Module (exclusive of GST) in Rupees (in words)
1	25 A	DACS	2		
3		DELTA(Before 2013)	42		
4		DELTA (On or After 2013)	30		
5		EXICOM(Before 2015)	39		
6		EXICOM(On or After 2015)	45		
7		ITI	4		
9		ELTEK	10		
10	50 A	EXICOM(Before 2015)	3		
12		EXICOM(On or After 2015)	11		
13		VALERE	5		
16	100 A	DELTA(On or After 2013)	14		
18		DACS	11		
19		ELTEK	14		
20		EXICOM(Before 2015)	11		
21		EXICOM(On or After 2015)	23		
22		ITI	9		
23	200 A	EXICOM	4		



24	25A/50A	Supervisory Panel Repair –All Makes	30		
25	100A/200A		20		
26	LVD Panel Repair		60		
27	LVD Supply & Installation (With Adjustable Cutoff voltage range 44V to 46V and Display)		70		

## **TERMS AND CONDITIONS OF THE TENDER**

1. The M/S ----- should pay a sum of **Rs.-----/- (Rupees ----- only) towards Security deposit (Rs /-)** and EMD (Rs37,500/-) in cash/ bank guarantee from Nationalized bank only. The Security Deposit(SD) and EMD amount will be released only after the completion of the Annual Repair Contract period plus 6 months, without any interest, subject to the satisfactory service and as well as guarantee period of 180days from the date of repair.
2. Validity of tender is one year and can be extended for a further period as approved by P.G.M. Telecom, BSNL, Tirupati with same terms & conditions. No increase of rates of Repair charges shall be allowed during the scheduled or extended service period for any reason.
3. **No appeal against the decision of the P.G.M. Telecom, BSNL Tirupati will be entertained.**
4. Acceptance of all items or any part of the items mentioned in the tender, or the tender as a whole, will be at the option of issuing authority. If M/S ----- is not up to the mark, or not satisfactory or fails to comply with the above terms and conditions, the tender will be canceled, M/S.----- will be liable to be black listed and the security deposit will be forfeited to the BSNL
5. Whenever under this contract any sum of money is recoverable from or payable M/S.----- the GMTD Tirupati shall be entitled to recover such sum by appropriating in part or whole from the Security Deposit of M/S.----- . In the event of Security Deposit being insufficient or if no security deposit has been taken from the M/S.----- , then the balance of the sum recoverable, as the case may be, deducted from any sum then due, or which at any time thereafter may become due to M/S.----- , under this or any other contract with this organization or any other organization.
6. If any Power plant is not included in the tender schedule, subsequently the same may be included as in tender condition, M/S.-----, has to take up the works as per the tender rates already accepted.
7. **Penalty:** M/S.-----, shall intimate the Unit Officer about the module found RNP within 7 days of receipt of Faulty modules by returning and declaring it as RNP and in no case more than 5% of the total modules received by the Tenderer from Chittoor BA shall be allowed to be declared as RNP. However burnt modules do not fall in this category of irreparable modules and in general will not be given to Tenderer. Burnt module is that where the printed circuit board is burnt at any portion(s).  
**If RNP declared by Tenderer is above 5% then prevailing market price of the module will have to be borne by the Tenderer for each module above 5% limit indicated above or the Tenderer will replace such modules by good working modules.**

- a) In case of failure to repair within 7 days, penalty charges will be imposed @ 0.5% per week for a period of upto 10 weeks and thereafter @0.7% per week upon the cost of the unit (module cost) subject to overall limit to 12%. Part of week is also treated as one week for this purpose.

b) No part or parts of the power plants should be lifted without giving proper receipt to the in charge SDE of the concerned exchange.

8. M/S -----should Quote for only those Make/Type/Capacity of Modules/Items in Financial bid ,which they are capable to repair .The Penalty will be levied as per Tender Penalty Clause 18 if he fails to repair for the Quoted Modules. It is not Mandatory to Quote prices for all Makes,Types,Capacities

9. M/S.-----, should attend the SMPS Module / control module / control card with wiring (SMPS) / mother boards and bring them into working condition.

10. All breakdown calls / complaints have to be attended by the firm with utmost promptness.

11.M/S.-----, should be in a position to repair the Power Plants at site itself. No part or parts of the Power plants should be lifted without giving proper receipt to the Engineer in charge SDE of the concerned exchange.

12.M/S.-----, to whom the tender has been awarded, should attend the faults upon getting written information or fax or E-mail by us / from the unit officer concerned.

13. In case of emergency and not attended by M/S.-----, , the work may be awarded to other agency and the cost of repair will be recovered from the M/S.-----, from the bills payable / Security deposit as the case may be, in addition to imposition of penalty for delay in repairing, as mentioned in clause 8 above.

14. M/S.-----, should bring all the repairing tools, spares, and man power required for the repair of Power Plants at his own cost.

**15. If M/S.-----, fails to repair the Power plant modules immediately or is found to have repaired with poor quality components or fails to comply with the specifications of the tender terms and conditions, to impose the penalty, the tender will be cancelled, the Security deposit/bills will be forfeited to the Bharat Sanchar Nigam Limited, CHITTOOR SSA is liable to be Black listed and will not be allowed in future tenders of BSNL.**

16. Service personnel for Repair of Power Plants are to be made available at any time on any day including holidays.

17. All the Power Plants are spread-over, in the entire CHITTOOR SSA.

18. All the repairs are to be carried out at the site only unless otherwise permitted by SDE I/C in writing.

19.M/S.-----, should have the infrastructure for repair of Power Plants and submit a proof about the equipment and man power that they possess.

**20. The ARC starts from the date \_\_\_\_\_ and is valid for one year and can be extended for a further period as approved by G.M Telecom, Tirupati. The ARC is payable for the faulty unit only, theM/S.-----, has attended and repaired. M/S.-----, should also guarantee good working of the repaired module for a period of 180 DAYS irrespective of the type of the component replaced / nature of repair, from the date of repair. If the equipment fails in any aspect within the guarantee period, M/S.-----, should repair / replace the same at his own cost. The cost of the components replaced for repairs will be borne by M/S.-----, only. For this purpose the security deposit paid by M/S.-----, will be retained until the completion of the guarantee period and will be forfeited to the BSNL if M/S.-----, does not abide by this condition.**

21. The Bills for the repair should be submitted to the unit officer in triplicate within 15 days and payment will be made through NEFT after certifying the work by concerned unit officer & Divisional Engineers. The 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 bill with contractor signature along with date of receipt of work order.

22. The credit Bills should invariably consist of machined coloured serial number, GST, Service TAX registration number, IT PAN number, VAT etc., for the repair should be submitted to the unit officer in triplicate after certifying the work by concerned unit officer & Divisional Engineers. 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 with M/S.-----, signature along with date of receipt of work order.

23. **After rectification of the fault the module should take full load i.e maximum load of 100%.** If the Power Plant are found defective while testing, the entire bill will be kept pending till repairs are completed for the satisfaction of the unit officer. To this effect a certificate, from the concerned in-charge not below the rank of SDE, is to be obtained.

24.M/S.-----, shall place required No. of Resident Engineers/ Technicians at Tirupati and or Chittoor and or Madanapalli and submit local address, fax, telephone number, e-mail address for attending on the messages given by the unit officers from time to time, to avoid delay. The successful tenderer has to arrange the service Engineer / Technician to repair the Power Plants, immediately on requisition from SDE/Unit officer/In-charge. The service personnel should visit the site and have to attend the faults immediately and sufficient good quality spares should be kept with the service personnel to attend the faults.

25. M/S.-----, shall strictly comply with all rules / regulations etc., as per law in force pertaining to contract Labour (R&A) Act, Shops and Establishments Act, Employees Provident Fund Act, ESI Act, Minimum Wages Act., and payment of Wages Act, etc., as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by him.

26..M/S.-----, will have to insure all his personnel under Workmen Compensation Act at the places, which are not covered under ESIC, and a copy of ALL RISK INSURANCE POLICIES shall have to be furnished to BSNL.

27. M/S.-----, shall maintain all the documents necessary to satisfy provision of Labour Act such as age, sex, educational qualifications, addresses of the personnel, PF payments made, ESI payments etc.

28. M/S.-----, does not comply with any of conditions mentioned above, payments arising out of contract should be withheld.

29.M/S.-----, shall be held responsible for any damage(s) / loss (es) to the B.S.N.L., caused due to the negligence of his work force and shall compensate the B.S.N.L., adequately against such losses which will be assessed and determined by the B.S.N.L..

30. At the time of submission of agreement, M/S.-----, shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by him in respect of the workforce under consideration for payment of wages.

31. In case, while on duty and during the course of engagement in work premises of the Company under this agreement, if any of M/S.-----, 's workforce meets with any injury / indisposition due to accident or other natural calamities, the M/S.-----, shall ensure that immediate and adequate medical aid viz., First Aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, M/S.-----, shall also be liable for meeting with Statutory liabilities under the ESI / PF or Workmen's Compensation Act. BSNL will have no obligation, whatsoever, in this regard.

32. M/S.-----, shall indemnify and compensate the B.S.N.L, if the B.S.N.L, as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by M/S.-----, . In any such eventuality, the provisions relating to recovery as provided in the relevant clauses of the Act shall be applicable in toto.

33. The BSNL will have privity of contract with M/S.-----, only and will give instructions to him and will have nothing to do with or be connected with the conditions of employment of the workers working for the M/S.-----, . The workers engaged by the M/S.-----, shall not have any claim against B.S.N.L., for regularization of their services etc., and their engagement shall stand terminated as soon as the work for which the contract is signed and agreed to comes to an end or the contract is rescinded or canceled or terminated under any other clause of the contract or by operation of any law.

34. No Engineer of gazetted rank or other gazetted officers employed in Engineering or Administrative duties in any Engineering Department of the Government of India is allowed to work as a M/S.-----, for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the M/S.-----, or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the M/S.-----, ' s service.

35. In case any dispute arises, the Arbitrator should settle it.

### **36. ARBITRATION:**

In the event of any dispute or difference arising under this contract/agreement or in connection therewith (except as to the matters, the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chief General Manager, Telecom, BSNL, A.P. Circle, Vijayawada or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chief General Manager, Telecom, BSNL, A.P. Circle, Vijayawada or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chief General Manager, Telecom, BSNL, A.P. Circle, Vijayawada or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996, there will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates, or that, in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator, to whom the matter is originally referred, being transferred or vacating office or being unable to act for any reason whatsoever, the Chief General Manager, Telecom, BSNL, A.P. Circle Vijayawada or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

**37. CONCILIATION:**

If a dispute arises out of or in connection with this contract, or any respect of any defined legal relationship associated therewith or derived there from, shall be sought by all the parties concerned by an amicable settlement of that dispute by conciliation under the ACCORD Conciliation Rules, 1996.

**38. CERTIFICATE:**

I have read and understood the terms and conditions of the tender document and abide by the provisions contained therein.

**Other terms & conditions mentioned in this office letter no: PGMTD/TRP/OP/TENDER/PP Repairs/2023-24/1 dtd at TRP the 19.06.2023**

**remains unchanged.**

\*\*\*

M/S.-----,

ASST.GENERAL MANAGER (OP)

O/o PGMTD,BSNL,Tirupati