



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of the Principal General Manager Telecom District, Kadapa

No.GMTD-KDP/Plg/e-TENDER/ARC-PP/2020-21/1 Dated at Kadapa the 30-04-2020.

TELECOM DISTRICT KADAPA

**E - TENDER SCHEDULE FOR ANNUAL REPAIR CONTRACT
FOR REPAIR OF POWER PLANTS FOR THE YEAR 2020–2021.**

Issued to: M/S / Sri

.....

.....

Tender Schedule No.Date:

Issued to:

Cash Receipt No. _____ Book No. _____ Date _____ for Rs.590/-.

Certified that this Tender Schedule GMTD-KDP/Plg/e-TENDER/ARC-PP/2020-21/1 Dated at Kadapa the 30-04-2020 Contains 25 pages serially numbered including cover page.

FOR FURTHER DETAILS KINDLY VISIT OUR WEB SITE: www.ap.bsnl.co.in OR e Procurement Portal <https://apbsnl.etenders.in> (or) www.ap.bsnl.co.in

Asst. General Manager (Plg)
O/o GMTD, BSNL, Kadapa – 500 001.



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No.GMTD-KDP/Plg/e-TENDER/ARC-PP/2020-21/1

Dated at Kadapa the 30-04-2020.

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No.GMTD-KDP/PIg/e-TENDER/ARC-PP/2020-21/1 Dated at Kadapa the 30-04-2020.

NOTICE INVITING TENDER

1. Tenders are invited through e-tendering process by Principal General Manager, Telecom District, BSNL, Kadapa-500001 from eligible contractors for " Annual repair contract for repair of POWER PLANTS of all makes, types and capacities for the year 2020-2021 " in Kadapa Telecom District for an estimated cost Rs.10,00,000/- only (Excluding GST) (Rupees Ten Lakhs only) in Kadapa SSA.
2. **Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website <https://apbsnl.etenders.in> and www.ap.bsnl.co.in The tender document for participating in E-tender shall be available at <https://apbsnl.etenders.in> and www.ap.bsnl.co.in from 06-05-2020 on wards.

Bidders must register on the e-tender portal (at <https://apbsnl.etenders.in> and www.ap.bsnl.co.in), if not already registered earlier, 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: Tenderers who down load the tender schedule from the web site <https://apbsnl.etenders.in> (or) www.ap.bsnl.co.in are to pay the cost of the tender schedule before 13-00 hrs of 22-05-2020.

Name of the SSA	Area under control of	Estimated cost of work in Rs.	Cost of Bid document in Rs.	Bid Security in Rs.	Security Deposit Rs.
Kadapa	All BTSs & Tele. Exchanges in Kadapa SSA	Rs.10,00,000/-	Rs.590/-	Rs.25,000/-	Rs.1,00,000/-

Eligibility Class: Contractors having working experience in Annual repair contract for repair of POWER PLANTS of all makes, types and capacities in BSNL/ Railways/CPWD/Private Telecom Operators and might have executed work of above nature of minimum value of two lakhs per year.

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

Bid Document: DD/Bankers Cheque of an amount of Rs.590/- drawn in favor of AO (Cash), BSNL, O/o GMTD, Kadapa shall have to be submitted towards tender document fee, failing which bid will be rejected.

4. Sale of physical tender Document: Not applicable.

5. Last date & time for downloading of tender document: Up to 13:00 hrs. of 22-05-2020.

6. Date & Time of Submission of e - Tender bids: Up to 14:00 Hrs on 22-05-2020.

7. Online opening of Tender Bids: At 15:30 Hrs of 22-05-2020.

8. Place of opening of e - Tender bids:

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of

bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Note: However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE in the Chamber of AGM (Plg), 1ST Floor, O/o GMTD, BSNL, Kadapa, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

9. The tender, which is not accompanied by the requisite bid security, shall be summarily rejected.
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, Kadapa 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, Kadapa also reserves the right to select one or more contractors for each Division.
- 12.1 The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal (<https://apbsnl.etenders.in> and www.ap.bsnl.co.in).
- 12.2 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.

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

The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

Asst. General Manager (Plg)
% General Manager Telecom Dist.,
BSNL, Kadapa - 500 001.
Mail id : agmplgkdp@gmail.com

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SECTION-II
TENDER INFORMATION

1) **Type of tender:** Single Stage bidding - Two stage opening using two electronic Envelopes followed by e -Reverse auction.

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

2) **Bid Validity Period: 180** days from the tender opening date and can be extended **validity of bid offer for acceptance by BSNL**

3) The tender offer shall contain two electronic envelopes the first envelope will be named as techno commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quotes.

4. Submission of Tender: The Technical bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in point 5 of Tender Information. The DDs and power of Attorney bid should be submitted offline by dropping in the tender box provided in , O/o AGM (Plg), 1ST floor, O/o GMTD, BSNL, Kadapa **before 13:00 hrs. on 22-05-2020.**

The financial bid should be submitted online only.
No other mode of submission of financial bid is accepted under any circumstances.

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

- 1) Demand draft for Kadapa area is Rs.25,000/- towards EMD drawn in favour of A.O (Cash), BSNL, O/o GMTD, Kadapa from any Scheduled Bank.
- 2) Experience Certificate to be submitted in Technical Bid duly certified.
- 3) Proof of Registration / Partnership Deed only for firms & Companies (Attested Xerox copy). In case of individual, no proof of Registration is required, but an undertaking is to be submitted (as per proforma) Annexure IV .
- 4) EPF and ESI Registration (Attested copy)
- 5) GST Registration (Attested copy).
- 6) Declaration of near relatives in BSNL (As per the proforma) Annexure-III.
- 7) Certification regarding down loading of application from internet (Annexure. V) and DD drawn from any Scheduled bank towards cost of the Tender Document for Rs.590/- drawn in favour of A.O (Cash), BSNL, O/o GMTD, Kadapa.
- 8) Self-attested copy of PAN CARD of the bidder.
- 9) Self-declaration stating that the firm / individual not black listed / debarred as on date in annexure-VI.
- 10) Tender documents digitally signed for having read it & accepted it.
- 11) Tender/ Bid form duly filled & signed in all pages where required for off line submission.
- 12) All other documents required as per the conditions of tender document.

If in case, the bidder is unable to upload any of the documents listed above, he may submit the same physically. However EMD & cost of tender document should be submitted in original in physical form.

6). Financial envelope (online) shall contain:

- i).Financial bids along with Price Schedule with all relevant bid annexure. **The rate quoted should be inclusive of taxes but exclusive GST.** Financial bid should be submitted online through portal only. **No other mode of submission of financial bid is accepted under any circumstances.**

The following documents are required to be submitted offline (i.e.offline submissions) to AGM (NWP), 1st Floor, BSNL, O/o GMTD, Kadapa - 500001.

The envelope shall bear the Tender number, Name of work and the phrase: "Do Not Open Before (Due date & Time of opening of tender)".

- i) EMD – Bid Security (Original copy).
- ii) DD/ Banker's Cheque of Tender schedule fee.
- iii) Power of Attorney.

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

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

7). VENUE OF THE OPENING OF TENDERS: The Asst.General Manager (Plg),
1st Floor, BSNL, O/o GMTD,
Kadapa-500001.

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

In case where the documents of bid security etc. are not submitted in the manner prescribed above, bid of the bidder shall be rejected. An index showing the details of documents uploaded must also be uploaded.

SECTION – III
BID FORM

No.GMTD-KDP/Plg/e-TENDER/ARC-PP/2020-21/1 Dated at Kadapa the 30-04-2020.

To:
The Asst. General Manager (NW-Plg) ,
% GMTD, BSNL,
Kadapa-500001.

Dear Sir,

Having examined the conditions of contract and specifications including addenda No.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work " Annual repair contract for repair of POWER PLANTS of all makes, types and capacities for the year 2020-2021 " in Kadapa Telecom District “ in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 360 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated thisDay of2020.

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION IV
TENDERER'S PROFILE

Passport size
Photograph of
The Tenderer /
authorized
Signatory holding
Power of Attorney

General :

1. Name of the Tenderer / Firm: _____

3. Name of the person submitting the tender whose photograph is affixed

4. Shri / Smt. _____

(In case of Proprietary / Partnership firms, the tender has to be signed by Proprietor / Partner only, as the case may be)

3. Address of the firm:

4. Telegraphic Address:

5. Tel. No. (With STD Code) (O) (Fax)..... (R).....

6. Registration & incorporation particulars of the firm :

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by business law)

7. Name of the Proprietor / Partners / Directors

8. Tender's Experience Certificate details: (An attested copy of the Experience Certificate may please be enclosed)

9. a) Tender's bank, its address and his current account number

b) Details of Bank A/c(s) held by the Tenderer in ECS/EFT facility providing Bank(s)

.....

10. Tenderer's bank, its address and his current account number /IFSC code

.....

11. Permanent Income Tax number, Income Tax Circle and Service Tax Registration Number.....

..... **(Please attach a copy of pan card).**

12. VAT Registration No.

13. Must have possessed valid GST and should have cleared all pending Taxes if any.

14. **Details of Technical and supervisory Staff:**

I / We hereby declare that the information furnished above is true and correct.

Place:

Date :

Signature of tenderer / Authorized signatory

.....

Name of the tenderer

.....

TERMS AND CONDITIONS

1. The wax sealed tender should be submitted clearly furnishing the rate of the each item, The rates quoted should be inclusive of service charges, cost of spares and components etc. and all taxes, but excluding service tax, duly addressed to Assistant General Manager (PLG), % GMTD, Kadapa – 516001. The cover containing the Tender application should be superscribed as "**e -Tender for Repair of Power plant Modules in Kadapa SSA for the year 2020-21**" so as to reach this office **by 13-00 hours of 22-05-2020**. Cost of the tender form is Rs. 590/- (Five Hundred and Ninety Only) (including GST) and is not refundable. The last date for sale of tender form is up to **13-00 Hrs.** of 22-05-2020 and sealed tender should reach this Office on or before **14-00 hrs.** of 22-05-2020 and the same will be opened in the presence of tenderer s who choose to present at **15-30 hrs.**, on the same day in the chamber of Asst. General Manager (Plg), O/o General Manager Telecom, Kadapa. The tender form is not transferable. Only one tender should be inserted in one cover.

- A. Tenders are to be sent by Registered post with acknowledgement due or dropped by the tenderer in the tender box kept in the Chamber of Asst. General Manager (Plg), % GMTD, Kadapa – 500 001. No separate acknowledgment will be given.
- B. If the date for receipt and opening of tender happens to be a holiday, the same will be extended to the next working day to the respective timings.
- C. Bid validity period shall be minimum of One year or till finalization of tender whichever is later. Rates quoted should be firm till the completion of all services under the contract (OR) valid for a period of 180 days extendable by one more year from the date of agreement in case of entering into agreement.

The sealed cover containing the tender application should reach the addressee specified at S.No. above, **on or before the due date and time and will be opened at 15.30 hours of the same day** by the GMTD, Kadapa or by any other officer authorized for this purpose and in the presence of such tenderer s or their authorized representatives who may like to attend the bid opening.

2. The tenders received after due date/time will not be accepted.
3. 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 represent business of the partnership either by virtue of the partnership agreement or with power of attorney. If the tenderer does not have the said authority, the tender and all the other related documents must be signed by every partner.
 - b. A sole proprietor of the firm or constituted attorney of sole proprietor. Constituted authority of the firm, if it is a company.
4. The rates quoted should be inclusive of all taxes & charges like transport, delivery charges etc, **but excluding GST**.
5. Rates should be quoted in figures and words. Wherever there is a difference between the rates quoted in the figures and words, the rates in the words will be taken as correct.
6. Any provisional clause included in the tender as for example, subject to market fluctuations, which may affect the price of the item shall result in rejection of the tender.
7. Each tenderer should pay a sum of **Rs.25,000/- (Rupees Twenty Five Thousand only)** towards Earnest Money Deposit through DD drawn **in favour of AO(Cash), BSNL, %**

GMTD, Kadapa for the same amount from any Nationalized Bank. The Demand Draft in original should be enclosed to the application & tenders received without EMD will be rejected.

- A. The EMD of unsuccessful tenderers shall be refunded soon after the finalization of the tender and clearance of DDs from the bank authorities. The earnest money deposit of the successful tenderer shall be forfeited to BSNL, if the tenderer withdraws his tender after Opening or fails to pay the Security Deposit within time limit prescribed.
- B. SSI units, Registered with NSIC are exempted from the payment of EMD, if such registration covered the tendered items, on submission of valid Registration Certificate and as per the monetary limits of the registration.

8. List of documents to be submitted:

1. ACG-67 receipt / DD towards cost of tender schedule.
 2. EMD in the form of DD in original.
 3. Proof of registration and Partnership Deed (for firms & Companies).
 4. Experience Certificate for a turnover of not less than Rs.3,00,000/-pa. for any two years during last 6 financial years, obtained from Central Govt./ State Govt./PSUs.
 5. NSIC registration Certificate, if any, in case of registered with NSIC.
 6. Xerox copy of PAN Card (Attested).
 7. GST Registration certificate.
 8. No near relative certificate.
 9. List of qualified technical persons working with the tenderer.
 10. Firm Registration
- 9. Any doubts/clarifications required on the tender may be intimated to the AGM (Plg), % GMTD, Kadapa (Ph.No: 0862-252952) at least 7 days before opening of the tender.**

Check List

- | | |
|--|---------------|
| 1. ACG-67 receipt/DD towards cost of tender schedule | YES/NO |
| 2. EMD in the form of DD | YES/NO |
| 3. Proof of registration and Partnership Deed (for firms & Companies). | YES/NO |
| 4. Experience Certificate for a turnover of not less than Rs2,00,000/-P.A. for any two years during last 6 financial years obtained from Central Govt./ State Govt./PSUs. | YES/NO |
| 5. NSIC registration Certificate, if any, in case of registered with NSIC | YES/NO |
| 6. Xerox copy of PAN Card (Attested). | YES/NO |
| 7. GST Registration certificate. | YES/NO |
| 8. No near relative certificate | YES/NO |
| 9. List of qualified technical persons working with the tenderer. | YES/NO |
| 10. Self-Declaration stating that the firm / individual not black listed / debarred as on date in Annexure – VI | YES/NO |
| 11. Firm Registration | YES/NO |
| 13. Any attempt to negotiate directly or indirectly on the part of the tenderer with the authority competent to finally accept it or Endeavor to influence by any reasons for acceptance of the tender will result in rejection of the tender. | |
| 14. As per BSNL guidelines it has been decided that the near relative of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The details are as follows. | |

The Near relative for this purpose are defined as:

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

A certificate is required to this effect.

The format of the certificate to be given is

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

15 . Security Deposit:

The successful tenderer has to furnish **Equivalent to 10% of total contract value as security deposit** in the shape of Bank Guarantee valid for **18 months** from any nationalized bank and submit the same to the GMTD, Kadapa **within 7 (seven)** days of receipt of the communication. If Bank Guarantee, the Bank Guarantee should be directly sent to the SDE (Plg), o/o GMTD, Kadapa –516001, by the Bank authorities only and not by the tenderer. The successful tenderer can also pay the amount in cash at Cash Counter of this office or thro' DD drawn in favour of A.O.(Cash),BSNL, % GMTD, Kadapa for the same amount if so they desire.

- a) On payment of Security Deposit / on entering into agreement by the successful tenderer, the supply order would be placed by the BSNL.
- b) The Security Deposit will be released only after **successful** completion of agreement i.e. immediately after completion of warranty period after getting No Objection Certificate from the Field Units. No interest will be paid on security deposit.
- c) **The SD of the successful tenderer shall be forfeited to the BSNL, if the tenderer fails to repair the Power Plants & SMPS Modules as per the specifications and within the stipulated period as mentioned in the work order and the agreement.**

16. EMD/SD shall not carry any interest & no interest will be paid on EMD/SD.
17. No cash advance is allowed to the approved tenderer to meet the expenditure for the repair of SMPS Modules.
18. Payment will be made after delivery of the repaired modules as per the work order based on the certificate issued by the unit officer for the satisfactory function of the power plant modules after repaired and no advance will be paid.
- 18.1. The successful tenderer has to attend the repair of faulty Modules at the concerned exchange as per the work order issued by the SDE (In-charge) and return the repaired Modules **within 3 days of issue of work order.**
- 18.2. The contractor should attend all Modules which are not burnt/ physically damaged. The modules which are not repairable due to break of PCB, burning of Vital Parts etc, should be returned to the SDE Concerned with a letter. The Modules taken for repair once, should not be declared as repair not possible.
- 18.3. Tools, Measuring instruments or any other equipment needed for repair of faulty Modules should be arranged by the contractor only including load test offering after repair of the module.
- 18.4. The Components/spares and other replacements should be original and of the same quality/rating/material that was used in the original SMPS Module.

- 18.5. The Module repaired should be covered by a comprehensive **warranty for 6 months**. If any repair /replacement are required within the warranty period, the same should be repaired /replaced by the tenderer at free of cost.
- 18.6. **The total quantity shown in the tender or the estimated expenditure may vary +/- 25% as per the field requirement of any make/capacity.**
- 18.7. **The tender will be valid for one year from the date of entering into agreement may be extended for one more year with the same rates and terms and conditions of original tender under mutual consent.**

19. Penalty:

- a) If the repair is delayed a penalty of Rs.1000/- per module will be imposed for each day of delay subject to a maximum of cost of repair of module.
 - b) The modules, if any rejected by BSNL, for the reasons already explained above, the rejected modules should be taken back by the tenderer at his own cost and cost of the module will be recovered from the bills to be paid or from SD.
 - c) If the successful tenderer is found to be supplying poor quality or fails to comply with the specification of the tender, the tenderer is liable to be block-listed and his tender will be cancelled. He will not be allowed to participate in future tenders.
 - d) The tenderer shall make to attend the fault within 3 days otherwise BSNL will make arrangement to get the repair from outside and the cost of repair will be recovered from the contractors bill, in addition to forfeiture of SD and placing in block list.
- 20. No Sub-contracting is generally permissible by BSNL. If noticed, the contract will be cancelled, in addition to forfeiture of SD and placing in block list.**
- a) **SSI Units registered with NSIC:** In case of failure to execute the work order with specified delivery as per the purchase order, their performance will be notified to the NSIC, apart from the penalty prescribed in clause as above.
- 21. In addition to the tender application, every page of the tender papers should be signed by the tenderer under seal of the firm.**
- 22. Tender application is not transferable. Tender submitted by the tenderer in his own proforma is liable for rejection.**
- 23. Taxes applicable from time to time during the tender period will be deducted at the time of settlement of bills/SD at source.**
- a) **Goods and Service Tax if applicable will be paid and the successful bidder has to produce proof of payment to Goods and Service Tax department. (GST Department).**

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

24. Submission of Bids:

1. The Tender schedule shall be duly signed on all pages. List of required documents are to be submitted in the chronological order as they were mentioned in the bid with checklist. The bidder shall enclose the DD/Cash receipts towards the payment of **EMD and Bid Cost along with the bid document.**
2. The Tender document shall be submitted to the following address on or before **13.00 hrs** of on or before the due date and time as mentioned in the NIT and will be opened on the

same day at **15.30 hrs.**, in the chamber of Asst. General Manager (Plg), 1st Floor, O/o GMTD, Kadapa in the presence of bidder / their authorized representatives, who attend the bid opening at prescribed given due time / date.

3. The envelope shall be wax /tape sealed containing all documents addressed to the following address:

The Asst. General Manager (Plg), O/o GMTD, BSNL, Kadapa – 500 001.

4. The envelopes shall bear the words “**e -Tender for Repair of Power plant Modules in Kadapa SSA for the year 2020-21**” in bold letters on top of the envelope.
 - a. The e-Tender schedule in Original duly signed on all pages by authorized signatory should be submitted.
 - b. It may be sent by Registered Post or delivered in person in above mentioned address. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
 - c. If the envelope is not wax / tape sealed properly as required, the bid is liable to be rejected.
 - d. The full name and address of the Tenderer should be written on bottom left hand side corner of the sealed cover.

25. Bid opening

BSNL shall open the bid cover containing all documents detailed in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date and time. The bidder shall submit authorization letter to this effect before they are allowed to participate in bid opening. After scrutiny of the Bid for its satisfactory specification, the BSNL will shortlist those who are eligible

EVALUATION of Tender:

1. **There will be two types of evaluation.**
2. **Technical / Pre-selection Bid.**
3. **Financial /Price Bid.**
4. **On the day of opening of tenders only Technical Bids will be opened.**
5. **Based on the result of the technical screening, Financial Bids will be opened on a specified date and will be intimated to all technically qualified bidders.**
6. **Only one authorized representative from each tenderer will be permitted to be present at the time of opening of bids.**

26. Evaluation

- 26.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 26.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
- 26.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as

indicated in the price schedule of the bid document but excluding the service tax. The evaluation will be based on the net cost to BSNL.

26.4 Evaluation of lowest bidder.

The L1 bidder shall be decided based on the composite price arrived at for all type of modules, cards, wiring etc put together.

26.5 Post tender offers will not be entertained. Provision in the tender document presently existing will prevail i.e. no post bid clarification at the initiative of the bidder shall be entertained and any effort by the tenderer to influence the BSNL will result in rejection of the bid.

FORCE MAJEURE:

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

27.2 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, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

28. Award of Contract

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

Arbitration :

That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of CGMT, Andhra Pradesh Circle of BSNL or any other person appointed by him .That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to vacate his office on resignation or otherwise or refuses to do

work or neglecting his work or unable to act as Arbitrator for any reasons whatsoever, the CGMT, Andhra Pradesh Circle, BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with reference from the stage at which it was left by the predecessor. The tenderer will have no objection in any such appointment that Arbitrator so appointed is employee of BSNL. The adjudication of such Arbitrator shall be governed by the Provisions of Arbitration and conciliation Act 1996, or any statutory modification or reenactment thereof or any rules made there of “

Specification & Requirement

Approximate Quantity of modules to be repaired if faulty **Make wise details of working modules are as follows:**

S.No.	Capacities	Quantity
1.	25A PP Module	300 Nos.
2.	50A PP Module	50 Nos.
3	100A PP Module	40 Nos.
4	200A PP Module	10 Nos.
5	Supervisory Control Panel	20 Nos.

1. The total quantity / estimated value of the tender may vary by (+) or (-) 25%.
2. Make and model of Power Plant Modules to be repaired: All Models and all Makes available in Kadapa SSA at all cell sites and Telephone Exchanges.

A G R E E M E N T

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

WHERE AS, the contractor is ready and willing to execute the said works in accordance with the contract. NOW THIS AGREEMENT WITNESS and it is hereby agreed and declared as follows.

1. The tender notice, instructions to tenderers, conditions of contract, repairs specifications, guidelines to contractor, schedule, letter of intent No. _____ Dated _____ (Kadapa with its enclosures) annexed here to and such other additional particulars as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression contract or “contract documents” wherever herein used.
2. In consideration of the payments to be made to the contractor for the works to be executed by him that the contractor shall in accordance with the contract documents, duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.
3. In consideration of the due provisions executions and completion of the said works the BSNL here by agrees with the contractor that the BSNL will pay to the contractor the respective amounts for the work done by the contractor.

Signature of the tenderer
(with date & stamp)

IN WITNESS HERE OF these presents have been executed by the Tender and BSNL, Kadapa the day and year first above written.

In presence of:

SIGNATURE AND DELIVERED BY /
for and behalf of Contractor.

1. Signature :

Name :

Address:

SIGNATURE AND DELIVERED BY/
for and behalf of BSNL.

1. Signature :

Designation :

2. Signature :

Designation :

No – Relatives Certificate.

Certificate on Non participants of near relatives in the tender for Repair of Power Plants & SMPS Modules in Kadapa Telecom District for the year 2020-2021, Vide Tender No.GMTD-KDP/Plg/e-TENDER/ARC-PP/2020-21/1 Dated at Kadapa the 30-04-2020.

Certificate

I _____ R/o _____

Hereby certify that none of my relatives are employed in BSNL unit of Kadapa Telecom District. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior information to me.

Signed _____

For and on behalf of the Tender

Name (CAPS) _____

Position _____

Date _____

Special Terms and Conditions.

1. The bidder should have his established office & workshop with skilled and dedicated staff located in Kadapa SSA.
2. The Nodal officer/ SDE In-charge will inform the fault over phone/ FAX/ SMS/ Email.
3. The service engineer should repair the units within 3 days and not more than 1 % of the total units should be declared as not repairable. No unit should be returned un-repaired after it is taken for repair.
4. As far as possible the successful tenderer should repair the faulty Modules in the premises of Cell Site/exchange / Repair Center established for the purpose in Kadapa SSA.
5. The modules will be taken by the contractor for repair from the concerned in-charge/ Nodal officer if not repaired in the spot with due acknowledgment.
6. Before handing over the modules to the contractor it will be ensured by the Nodal Officer that it can not be repaired by existing staff. A register jointly signed by Nodal Officer and contractor should be maintained at the office of Nodal Officer having full detail about faulty P/P module such as module no make, date of repair, nature of fault found, detail of missing components of modules etc.
7. All the modules handed over to the contractor for repair will be returned in satisfactory working condition (Concerned SDE I/C will test), whatsoever the fault may be.
8. The stickers as a seal with the date of repair will be put by the contractor on one of the screw of the front part of the repaired modules.
9. The modules having above seal / sticker will be repaired free of cost if it goes out of order within warranty period of **6 Months** after repair.
10. The original spares of the Make of the Modules will be replaced at the cost of the contractor. The repair includes the cost of the spare(s) to be replaced and the service charges.
11. The faulty SMPS Power Plant Module taken by the contractor will be returned to the concerned SDE I/C after repair within Three (3) days from the date of receipt of the modules
12. The contractor will be responsible for any loss/breakage of any part during repair/ transportation and loss on the account will be recovered from contractor's bill.
13. The Resident Engineer's address should be made available at the time of award of tender.
14. The bills claimed after repairs should contain the serial number of the units of the modules of the SMPS Power Plants / Conventional type power plants and the details of the spares and components used for rectification.

Payment shall be made against the bill which is to be submitted in duplicate within ten days addressed to GMTD, Kadapa duly certified by the field office that,

- (i) No bill is to be forwarded for PP module is repaired with in warranty period 6 months.**
- (ii) The details of PP modules repaired are entered in the stock / bill register and history register.**
- (iii) All the repaired modules are tested and found to be working perfectly alright.**
- (iv) The repaired module details copy is to be forwarded to Network planning Section for reference.**
- (v) Complaints received from field officers will be forwarded to the tenderer for necessary compliance if any.**
- (vi) Tenderer should ensure no bill payment is claimed for already repaired modules within Six months warranty.**

FINANCIAL BID

TENDER QUOTATION FORM

From:

To:

The Asst.General Manager (NW-Plg),
BSNL, % GMTD,
Kadapa- 500 001.

Sir,

I have gone through the terms and conditions laid down in the Tender Schedule and I agree to abide by all the terms and conditions mentioned therein. I shall execute the Tender Contract agreement with all terms and conditions included in the tender schedule. **The rates quoted by me inclusive of Service Charges, Cost of Spares and Components etc. and all Taxes, but excluding GST.**

Schedule of works for Repair of SMPS Power Plant modules in Kadapa SSA for the year 2020-2019.

Sl. No	Items to be charged (Power Plant Module with all Type of Makes)	Per unit	Rates quoted per each UNIT for repair (in Rupees) Excluding GST.	
			In figures	In words
1	25 A PP Module	1 No		
2	50 A PP Module	1 No		
3	100 A PP Module	1 No		
4	200 A PP Module	1 No		
5	Supervisory Control Pannel	1 No		

Note: -

1. Warranty period for repaired module is 6 months.
2. The quantity of repaired SMPS Modules shown in the tender/ estimated value of the work may vary by +/- 25 % as per the field requirement.

Signature of the tenderer

Date:

Station:

Signature of the tenderer

Annexure - XV
INFORMATION & INSTRUCTIONS TO THE BIDDERS
FOR

USING ONLINE ELECTRONIC PROCUREMENT SYSTEM (EPS)

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

- ❖ **Service Provider's Information:** The apbsnl has adopted eProcurement System for its some of SSAs/District Office through <https://apbsnl.etenders.in> and www.ap.bsnl.co.in The details of our eProcurement Service provider are as below:

M/s Nextenders (India) Pvt. Ltd.

Contact No: 0771 – 4079 400 Ex-2

Email: support.BSNL@nextenders.com

- ❖ **Registration of the Contractors/Suppliers/Bidders:** All the Contractors/Suppliers/Vendors intending to participate in the tenders floated online using Electronic Procurement System (EPS) are required to get registered on the eProcurement Portal (website) <https://apbsnl.etenders.in> and www.ap.bsnl.co.in

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

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

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

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

The bidders are strictly advised to follow dates and time as mentioned in Schedule of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time

locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

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

- ❖ **Obtaining a Digital Certificate and its Usage:** On e tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key with two distinct certificate viz. Signing & Encryption (two certificates). The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) should be purchased from our e procurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider.

Please contact for DSC issuance:

M/s Nextenders (India) Pvt. Ltd.

Help Desk No.: 0771- 4079 400 Ex-2

Email: support.BSNL@nextenders.com

- The Bid (Online Offer) for a particular eTender may be submitted only using the Digital Signature Certificate (DSC). In case, during the process of a particular eTender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an “Authorization Certificate” for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

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

❖ **Submission of Earnest Money Deposit:**

- Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above eProcurement Portal through <https://apbsnl.etenders.in> and www.ap.bsnl.co.in
- Refund of Earnest Money Deposit to the unsuccessful/successful bidders will be made as per the conditions given in the tender document.
- A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online eTender) 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 eTender.

❖ **Submission of Tender Document Fees:**

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

❖ **Tender Download:** The Eligible Bidders can download the Tender Document online from above eProcurement Portal <https://apbsnl.etenders.in> and <https://etenders.gov.in> on or before the Schedule Dates mentioned in the eTender floated.

❖ **Submission of online bids:** The bidders are required to prepare their bids on online eProcurement 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 eTender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

❖ **Opening of Tender (Electronic offers):** The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by apbsnl.etenders.in 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 apbsnl eTendering Portal (website).

- ❖ **Shortlisting of Bids (Electronic Offers):** After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the shortlisting process will be executed on online eProcurement Portal only.