E-TENDER SCHEDULE

E-TENDER FOR REPAIR OF 25A/50A /100A/200A SMPS POWER PLANTS ALONGWITH CONTROL PANELS (ALL MAKES & TYPES) FOR THE YEAR 2020-2021 UNDER MEDAK BA IN MAHABUBNAGAR OPERATIONA AREA

Tender Schedule No.	**No. GMTD-MBN/NWP/PP TENDER/2020-2021/19 Dated AT MBN 01.03.2021**
Issued to:	
D D No. _____ D.D._____ Date._____ Bank: _____Btanch: _____ for Rs.590/- (Rupees Five hundred and Ninety only)	

Visit us at www.telangana.bsnl.co.in or etenders.gov.in

Certified that this tender schedule contains 21 pages serially numbered including cover pages.

Asst. General Manager (NWP)
BSNLO/o GM BA-Sangareddy
Mobile No: 9490134400

Signature & Seal of the Tenderer

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o ***GM BA, BSNL***, ***Bypass Road, Balaji Nagar, Sangareddy-502001***
MEDAK BA

E-TENDER FOR REPAIR OF 25A /50A/100A/200A SMPS POWER PLANTS ALONGWITH CONTROL PANELS (ALL MAKES & TYPES) FOR THE YEAR 2020-2021 UNDER MEDAK BA IN MAHABUBNAGAR OPERATIONA AREA

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Asst. General Manager (NWP)
BSNLO/o GM BA-Sangareddy
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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o ***GM BA BSNL***, ***Bypass Road, Balaji Nagar, Sangareddy-502001***
MEDAK BA

Lr.No:GMTD -GMTD-MBN/NWP/PP TENDER/2020-2021/19 Dated AT MBN 01.03.2021

SECTION-I

NOTICE INVITING FOR E-TENDER

On behalf of General Manager Medak BA, BSNL, Sangareddy, Digitally sealed e-tenders are invited from the eligible contractors for the following works as per the details given hereunder.

The terms and conditions are available in the Tender Document, which can be obtained by downloading, the Tender document from website of www.telangana.bsnl.co.in & https://etenders.gov.in/ the tender shall be accompanied with crossed DD of Rs.590/- drawn on any any scheduled Bank in favor of AO (Cash), O/o GMTD, BSNL, Sangareddy, towards the cost of Tender Schedule.

(i) Document Download Start Date & Time: 01.03.2021 from 18:00 hrs.
(ii) Document Download End Date & Time: 22.03.2021 time 12:00 hrs.
(iii) Last Date & Time of Bid Submission : 22.03.2021 time 12:00 hrs..
(iv) Opening of Tender schedules
(a)Technical Bid : 12:00 hrs. of 23.03.2021.
(b) Financial Bid : date will be intimated later

Sl No	Name of the work	Approx. Estimated cost (in Rs. Excluding GST)	EMD (in Rs) @2.5% of the estimate cost	Security Deposit (In Rs.)	Eligibility to participate in tenders
1	Repair of all makes of 25A/50A/100A/ 200A SMPS power plants (P.P Modules ALONGWITH CONTROL PANELS) for 2020-21. In MBN Operational Area	15,47,200/-	**38,680/-**	10% of the actual estimated cost on approved rates	(i) Manufacturers (ii) Authorized Dealers/Suppliers or their Service agents or Companies/ Firms/ individuals having minimum experience of 2 years in repair of SMPS Power Plants of the specified make/ model.

The tenderers whose near relatives are employed in BSNL are not eligible to participate in the tender.
GM Medak BA reserves the right to reject any or all the tenders without assigning any reason.

Asst. General Manager (NWP)
BSNLO/o GM BA-Sangareddy
Mobile No: 9490134400

Signature & Seal of the Tenderer

SECTION-II

TENDERER'S PROFILE

E-TENDER FOR REPAIR OF 25A/50A/100A/200A SMPS POWER PLANTS ALONGWITH CONTROL PANELS (ALL TYPES & MAKES) FOR THE YEAR 2020-2021 IN MEDAK BA UNDER MAHABUBNAGAR OPERATIONAL AREA

1. Name and Address of the Tenderer :

2. Status of the Tenderer whether :
   a) Proprietary concern
   b) Partnership firm
   c) HUF or
   d) Limited Company

3. Name of the authorized signatory who is Empowered to sign the agreement, other Documents and correspondence with BSNL :

4. EMD DD particulars.. Name of the Bank _____ Branch _____ D.D. No. _____ Dated _____. Drawn in favour of Accounts Officer (Cash)., BSNL, O/o GMTD - Sangareddy for Rs._____ .

5. GST No._____ dated _____ issued by_____ valid upto_____ .

6. Details of past experience and turnover. :

7. Details of Infrastructure / Man power available for repairs. :

8. PAN No. :

Signature & Seal of the Tenderer

DECLARATION :

I/We hereby declare that I/we have carefully gone through all the Terms & Conditions of the Tender document in detail and abide by the provisions contained therein. I/We also declare that I/we am/are not black listed by any of the previous organizations for my/our services.

STATION	:	SIGNATURE	:
DATE	:	NAME	:
		STATUS	:
		ADDRESS	:
		PHONE NUMBERS	:
		OFFICE	:
		RESIDENCE	:

Enclosures:

1. Tender fee payment particulars
2. EMD payment particulars.
3. GST certificate. (Valid)
4. Tender schedule duly signed and stamp on each page.
5. Clause by clause compliance.
6. Experience Certificate from not below the rank of AGM/DGM of BSNL
7. Details of Infrastructure / Man power available.
8. No near relatives certificate
9. Certificate of incorporation/Memorandum of articles of Association/Power of Attorney / Partnership deed as the case may be.
10. Financial bid comprising Price Schedule (Section-IX) in a separate cover.
11. PAN card (valid)
12. Turn Over certificate/

} All these in Technical Bid cover

Signature & Seal of the Tenderer

SECTION-III
General Information

1. **DEFINITIONS:**

The **"TENDER"** means the documents forming the Tender and acceptance thereof and the formal agreement executed between the BSNL and the successful Tenderer together with the documents referred therein including the conditions, specifications, designs, drawings and instructions issued from time to time by the General Manager, Medak BA or his authorized officer and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the Tender, the following expressions shall unless the contexts otherwise required have the meanings hereby respectively assigned to them.

a) The **"TENDERER"** shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal, personal representative or such individual or the person composing such firm or company or successors of such firm or company and the permitted assignees or such individual or firm or firms or company.

b) The Successful Tenderer will herein after referred the **"CONTRACTOR".**

2. **Brief description of the work:**

The work involves **"Repairing of faulty 25A/50A/100A/200A SMPS Power Plants along with Control Panels of all types & makes"** on AS IS WHERE basis work spots in Mahabubnagar SSA. For 2020-21.

The following all types make of 25A/50A/100A/200A Power Plant are available for Repair in Mahabubnagar SSA

Capacity	No of Proposed Modules for repair
25A	446
50A	33
100A	48
200A	10
Control Cards	78

Note: The above quantities are only tentative and are subject to change (may increase or decrease).

Asst. General Manager (NWP)
BSNLO/o GM BA-Sangareddy
Mobile No: 9490134400

Signature & Seal of the Tenderer

SECTION-IV(A)

Instructions to the Tenderers

1. The Tenderers must carefully read all the terms and specifications before filling up the Schedule and submitting their quotations.

2. Eligible Bidders:

   a) Manufacturers

   b) Authorized Dealers/Suppliers/Service agents of the all makes of the SMPS Power Plants or Companies/Firms/individuals who have minimum 2 years' experience in repair of SMPS Power Plants of the all makes available in the SSA as mentioned in para 2 of Section III. The intending bidders must be registered under GST Act.

   c) The Tenderer (s) whose near relatives are employed in BSNL either directly recruited or on deputation are prohibited from participating in the tenders on execution of work in different units of BSNL which has been defined in bid. A certificate as per the proforma given in Section-VII is to be submitted by the contractor to the effect that there are no near relatives of the tenderer/contractor in the BSNL unit.

   The near relatives mean:

   (i) Members of Hindu undivided family.
   (ii) They are husband and wife
   (iii) The one is related to the other in the manner as father, mother, son(s), daughter(s), son's wife (daughter-in-law), daughter's husband (son-in-law), brother(s) and brother's wife (sister-in-law), sister(s) and sister's husband (brother-in-law).

   In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or concerned person. The company or the firm or the persons will also be debarred for the future participation in the concerned unit.

   The unit is defined as SSA/Circle/Chief Engineer/Chief Architect/ Corporate office for non-executive employees and all SSAs in a Circle including Circle Office/Chief Engineer/Chief Architect/Corporate Office for Executive employees (including those called Gazetted officers at present).

   In case certificate is to be given by more than one person, additional sheets of proforma may be attached.

3. The tender is a two bid system comprising (a) Technical Bid and (b) Financial Bid.

Signature & Seal of the Tenderer

4. The technical / pre-selection bid and the financial bid should be kept in two separate electronically sealed covers and be kept in an outer electronically sealed cover. All covers should be superscribed as **"e-Tender for Repairing of faulty 25A/50A/100A/200A SMPS Power Plant Modules along with Control Panels of All makes & types for the year 2020-2021in Mahabubnagar Operational area".**

5. The technical / pre-selection bid will be opened first and the financial bids of those tenderer who have been qualified in the technical / pre-selection bid only will be opened.

6. The technical / pre-selection bid should consist of sections I to VIII and shall be accompanied by

   i) EMD & Tender Fee
   ii) GST Certificate.
   iii) Copies of previous experience certificates.
   iv) Details of Infrastructure / Man power available for repairs.
   (v) Certificate of incorporation and Articles of Association in case of Limited Companies, partnership deed in case of partnership firms.
   (vi) PAN Card upto (XI)

7. The financial bid should consist of price schedule only i.e. Section- IX of the Tender Document.

Asst. General Manager (NWP)
BSNLO/o GM BA-Sangareddy
Mobile No: 9490134400

Signature & Seal of the Tenderer

SECTION –IV(B)

Special Instructions for Online Tendering

Submission of Bids only through online process is mandatory for this Tender, for conducting electronic Tendering T.S Circle BSNL, Hyderabad is using https://etenders.gov.in/eprocure.

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

1. **Tender Bidding Methodology :**
   Sealed Bid system –Single Stage Using Two Envelops electronics bid system. In case of two envelope system Financial &Techno-commercial bids shall be submitted by the tenderer at the same time.
2. **Broad outline of activities from Tenderer's Prospective:**
   a) Procure a digital signature certificate(DSC)
   b) Register on https://etenders.gov.in
   c) Create users and assign rolls on ETS
   d) View notice inviting tender (NIT) on e-tenders portal
   e) Download Official Copy of Tenders Documents from e-tenders portal
   f) Bid Submission on e-tender Portal
   g) Attend Public Online Tender Opening Events (TOE) on e-tender portal Opening of Techno-Commercial Part.
   h) View post –TOE Clarification posted by BSNL
   i) Attend Public Online Tender Opening Events (TOE) on ETS Opening of Financial-Part(Only for Technical Responsive Tenderers).
3. **Digital Certificate**
   For integrity of data and its authenticity/ non-repudiation of electronic records and be compliant with IT Act 2000, it is a necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate of Class-3 or above, issued by a Certifying Authority(CA) licensed by Controller Authority(CCA) {refer https//www.cca.gov.in}
4. **Registration:**
   To use the Electronic Tender Portal (http: http://www.telangana.bsnl.co.in), tenderer needs to register on the Portal, Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities This person will be referred to as the Super User(SU) of that organization. For further details, please visit the website/portal and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.
5. **Bid Related information for this Tender (Sealed Bid)**
   The entire bid-submission would be online. Broad outline of submission are as follows.
   a).Submission of Bid Security/Earnest Money Deposit(EMD)
   b). Submission of digitally signed copy of Tender Documents/Addendum/Addenda
   c). Two envelopes of Techno-Commercial Part & Financial Part
6. **Offline Submission**
   The tenderer is requested to submit the following documents of Technical Bid documents offline to AGM (NWP) O/o GM BA, BSNL Sangareddy-502001 on or before the date & Time of submission of Bids specified in the covering letter of this tender document, in a Sealed Envelope. The Envelope shall bear (Name of the work, the tender number and the words "DO NOT OPNE BEFORE" (due date &Time)

   1. EMD-Bid security (Original Copy)
   2. DD/Bankers cheque of the tender fee(Original copy)
   3. Power of Attorney for executing the Agreement in Original.

Signature & Seal of the Tenderer

SECTION-V

TERMS AND CONDITIONS

1. Electronically sealed tenders should be submitted clearly furnishing the cost item-wise to Asst..General Manager (NWP), O/o thel General Manager Medak BA, Sangareddy. The cover containing the Tender Form should be superscribed as "e-Tender for Repairing of faulty 25A/50A/100A/200A SMPS Power Plant modules along with Control Panels of All Types & Makes for the year 2020-2021 in Mahabubnagar Operational Area". The sealed cover containing the bid documents should reach the addressee on or before tender opening date and well before the tender opening time. Tenders can be either sent by registered post/Courier or can be dropped in the tender box kept in the Office. Tenders received after 22.03.2021,12:00 hours of the due date will summarily be rejected. This office is not responsible for the delay/loss of tenders in transit.

2. If the last date for receipt of the tenders happens to be a holiday, then the tenders will be received up to the next working day and will be opened on the same day.

3. Every tender should be accompanied by an EMD of Rs. **38,680**/- (Rupees Thirty Eight Thousand Six Hundred Eighty Only).

   The EMD should be submitted either in the form of D.D. drawn in favour of A.O (Cash), BSNL, O/o GMTD, Sangareddy or in the form of Bank Guarantee from any Nationalized or Scheduled Bank to be paid to Accounts Officer (Cash), O/o GMTD BSNL, Sangareddy Tenders without EMD will not be considered. Conditional tenders will not be accepted and will be rejected without giving any reason.

4. The EMD will not earn any interest during the period of retention by the BSNL.

5. (a) The EMD paid by the unsuccessful tenderer will be refunded after finalization of the Tender. Tenderer (s) are advised to send advance stamped receipts to facilitate early refund of EMD.
   (b) The tender is valid for a period of 120 days from the date of opening.
   (c) The EMD of the successful tender will be converted into part of Security Deposit.

6. EMD is liable to be forfeited in case (a) the tenderer withdraws his tender offer after opening the tenders or makes any modifications in the terms and conditions of the tender before acceptance which are not acceptable to GM Medak BA , Sangareddy (b) the successful tenderer fails to furnish the Security Deposit within fifteen days after acceptance and fails to enter into agreement.

7. **Covers without Electronically seal will summarily be rejected.**

8. In the event of the tender being submitted by a partnership firm, it must be signed by all the partners unless it is signed by a person holding power of attorney authorizing him to sign on behalf of all the partners.

9. The tenderers should scrutinize carefully all the clauses of the tender and sign on all the pages of tender schedule.

Signature & Seal of the Tenderer

10. When the tender is received by BSNL, it will be understood that the tenderer(s) has/have gone through carefully in detail all the instructions, General Conditions, Tender conditions for the execution of the tender and that the tenderer(s) has/have got himself/themselves clarified all points and doubts and interpretations by the proper authority of BSNL.

11. The rates quoted should be written clearly and legibly both in figures and words. Irrelevant information should be avoided. If the amount quoted in figures and words are different, the amount quoted in words will be taken into account. **The rates quoted should be inclusive of all taxes/levies and rebates offered.**

12. The Tenderer should possess fully equipped workshop. The tenderer should arrange for inspection of his workshop by a committee nominated by GM Medak BA, Sangareddy for the purpose.

13. The Tenderer should have experience of repairing Power Plants at least for Two years and should submit a certificate in this regard from not below the rank of DGM of BSNL. However, this is not necessary for Power Plant manufacturers.

14. The firm should be registered with GST Department and the same should be submitted along with the tender.

15. The GM Medak BA, (BSNL) Sangareddy reserves the right to reject any or all tenders without assigning any reason whatsoever. He also reserves the right to accept the offer of more than one tenderer. On the basis of either capacities of Power Plants or by dividing the repair work of each type of module to more than one tenderer at L1 rates in the interest of smooth functioning of repair work. He is also not bound to accept the lowest quotation of the tender. The decision of the General Manager Medak BA, Sangareddy shall be final and binding on all concerned.

16. Any attempt or negotiation direct or indirect on the part of the tenderer with the authority who is competent finally to accept the tender or to influence by any means, the acceptance of the tender will be liable to exclusion of consideration.

17. Tender form is not transferable. Tenders submitted by the tenderers in their own pro-forma are liable to be rejected.

18. The General Manager Medak BA, Sangareddy can get the Power Plants repaired from other than the approved Contractor in case the repairs are not carried out by the Contractor within the stipulated time period. The excess expenditure incurred, if any, will be recovered from the Contractor.

19. The General Manager Medak BA, Sangareddy reserves the right to terminate the contract with a 7-day notice for delay in repair/maintenance of all types of Power Plants or unsatisfactory repairs/maintenance. The General Manager Medak BA, Sangareddy also has the right to terminate the contract and award to any other person without assigning any reason.

20. If the Contractor repairs/maintenance of the Power Plants found to be with the poor quality components or fails to comply with the specification of the tender contract, the tenderer is liable to be black-listed and will not be allowed to participate in future tenders.

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

Signature & Seal of the Tenderer

22. Nothing will be paid by the BSNL towards traveling charges of the labour and transportation charges etc., The tenderer has to arrange the accommodation etc., for the labour at work spot.

23. The tenderer shall not assign sub-contract or sub-let the whole or any part of works to any other person or agency.

24. The participated tenderer shall not approach any Court of Law against the decision of the General Manager Medak BA, Sangareddy

25. The tenderer should quote the following in the quotation form prescribed in Section-IX.

    1) Repair charges for repairing of entire modules inclusive of spares, taxes, transportation and servicing (i) Minor faults (Fuse, MOV, Resistance, MCB) and (ii) Major faults (all other faults except above).
    2) Charges for rewiring of the unit in case the wiring is burnt due to short circuit or any other reason inclusive of taxes, transportation and servicing.
    3) Repair charges for control Card fault inclusive of spares, taxes, transportation and servicing.
    4) Repairing of power plant rack .(alarm panel and display alarms and voltages and power values)

26. The tenderer should quote the rates in the enclosed Section-IX in Figures as well as in Words in English. Any ambiguity in rate, over writing and unattested corrections will make the tender invalid and will be rejected. Any correction, if necessary, should be made scoring out the original rate and writing the new rate duly attested.

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

28. Conditional tender such as with a mention that “increase in market rate or taxes or duties of manufacturers, rates, etc., will be charged extra” will stand disqualified and will not be accepted.

29. (A) The successful tenderer should be in a position to attend all types of repairs of Power Plants / Power Modules (SMPS)/Control panels of different make such as ITI, HFCL, Amaraja, DACS etc., under the jurisdiction of the General Manager Medak BA, Sangareddy as specified in Para 2 of Section-III within the stipulated time from the date of issue of work orders by the Asst.General Manager (NWP). The tenderer must be in a position to attend the Power Plant Modules at work spot of Mahabubnagar District by mobilizing adequate man power so that Power Plants are repaired as and when gone faulty without any delay. Service Engineer is to be available at Headquarters of Mahaboobnagar to attend faults immediately, as and when complaints received from field units even on holidays also.

30. Details about faulty components to be replaced/repaired will be given by the In charge of work spot. The bill submitted for repair should be enclosed with a copy of Repair Report (Service Report). The faulty components replaced should be handed over to SDE I/C Concerned Unit, BSNL, Mahabubnagar along with the repair report (Service Report) by contractor.

Signature & Seal of the Tenderer

31. The tenderer shall execute an agreement on non-judicial stamp paper worth of Rs.100/- (Rupees One Hundred Only) for the purpose as per the pro-forma which will be supplied to the tenderer.

32. a. **The agreement shall be for a period of one year from the date of signing or till completion of the work up to estimated cost, whichever is earlier. However, the agreement can be extended by mutual consent for a further period not exceeding 6 (six) months for an amount not exceeding 25% over and above the original agreement amount whichever is less, during which period the same approved rates will be operated.**

b. The tenders will be evaluated based on the lowest composite price arrived for repairing of 25 A, 50A, 100A and 200A power plants.

33. The tenderer should have a registered firm and should be able to repair the modules AS IS WHERE IS basis in the BSNL work spot in Mahabubnagar District.

34. The SDE in charge of Unit is totally responsible for quality of the work and workmanship. Before submitting the bills SDE concerned should see the bills are submitted as per standards and after proper inspection of repaired modules/control panels.

35. Repairing of various types of faulty power plants of SMPS model in the BSNL workspots as is where is basis are to be attended promptly even at short notice. The General Manager Medak BA, Sangareddy reserves the right to restrict the work order as per departmental immediate requirement of BSNL.

36. All faulty SMPS type power plant units are to be repaired at concerned Exchange/site to the 100% satisfaction of SDE in charge. Even any components taken to the work spot of contractor are to be repaired fully and no component should be returned un repaired.

37. Repair report showing the details of faulty parts replaced services done etc., is to be prepared by the tenderer in triplicate each module repaired by the contractor at work spot with the signature of the repairer as well as SDE in charge of work place. Out of which one copy is to be given to the SDE in charge of work place immediately after the repair of module. One to be enclosed to the bill to be submitted by the contractor keeping third copy as office copy of the tenderer.

38. <u>(EPF clauses)</u>

(a) The contractor shall strictly comply with all rules / regulations etc, as per law in force including but not limited to contractor Labour (R&A) Act, Shops and Establishments Act, Employees Provident Fund Act, ESI Act, Minimum Wages Act and payment of wages Act etc., as applicable during the currency of the contractor in respect of any employee or workmen employed or engaged by him.

(b) The contractor will have to insure all his personal under workmen compensations Act, at the places which are not covered under ESIC and A copy of ALL RISK INSURANCE POLICY shall have to be furnished to BSNL.

(c) The contractor shall maintain all the documents necessary to satisfy provisions of Labour Act such as age sex, educational qualifications, addresses of the personnel, PF payments, made ESI payments etc.,

(d) If any of conditions mentioned above are not complied with by the Contractor, payments arising out of contract shall be withheld.

Signature & Seal of the Tenderer

(e) The Contractor shall be held responsible for any damage(s) / losses to the Company caused due to the negligence of his workforce and shall compensate to the Company adequately against such losses which will be assessed and determined by the Company.

(f) While submitting bills to the Company, the Contractor shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by him in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the Company will be withheld until such compliance.

(g) The contractor shall duly comply with all Acts, Laws, including Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable.

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

(i) The Company will have point of contact with Contractor only and will give instructions to him and will have nothing to do or be connected with the conditions of employment of the workers working for the contractor. The workers engaged by the contractor shall not have any claim against the Company for regularization etc. and their engagement shall stand terminated as soon as the work for which the contract is signed and agreed to comes to an end or the contract is rescinded or canceled or terminated under any other clause of the contract or by operation of any law.

39. a. The work order for repairing of any power plant will be issued by the DE(NWP), O/o GMTD, BSNL, Mahabubnagar and such work order should be enclosed to the bill, failing which the claim will be totally rejected.

b. In cases of emergency if the faults are not attended by the successful tenderer, the work will 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 43.

c. The tenderer should bring at his own cost all the repairing tools, spares and man power required for the repair of the power plant module.

40. **Warranty:**

a. The Tenderer should give a warranty of **6 months** for the modules repaired by him. If any module becomes faulty within 4 months of it's repair in normal course, the tenderer should attend to its repair again free of charge.

b. The repairs/servicing/spares/parts supplied shall carry a warranty for a minimum period of 6 (Six) months against any mal-functioning.

41. **SPECIAL CONDITIONS:**

a) The percentage of Power plant Modules/control panels returned with remarks "Repair not Possible ", should not be more than 5% on total quantity of the Modules & Control Panels given for repair at the time of floating of tender.

b) In case of a unit goes faulty for more than 3 times in a year, it should be replaced at the cost of the tenderer.

Signature & Seal of the Tenderer

c) In case of any unit is declared as irreparable beyond 5% on total quantity, the contractor should replace the same with new one at his own cost, except for exceptional cases of severely damaged/burnt modules for which relaxation shall be given by General Manager Medak BA, Sangareddy after receipt of certificate from Contractor to the extent and ratified by the field DE.

42. The General Manager Medak BA, Sangareddy reserves the right to modify the terms and conditions before the issue of letter of acceptance to the successful tenderer, if the existing circumstances warrant such changes in the opinion of the General Manager Medak BA, Sangareddy.

43. **PENALTY:**

a) The successful tenderer should attend the repair works as and when reported by the SDE work place and as per the Work Orders issued by the Asst.General Manager (NWP) within a period of **48 hours** from the time of issue of Work Order. If any PP Module / control card is irreparable at the site the same part/ Circuit card may be taken for repairs with proper receipt to SDE of the concerned Exchange.

b) If the tenderer fails to attend the repair works within 48 hours, the following penalty will be levied depending on the following cases.

Case (i): Repair time more than 48 hrs and up to 7th day - 5% of the total bill
Case (ii): Repair time beyond 7 days, and upto 10th day - 10% of the total bill
Case (iii): Repair time beyond 10 days, and upto 15th day 25% of the total bill
Case (iv): Repair time beyond 15 days, and upto 30th day 50% of the total bill

c) If the Contractor fails to repair beyond 30 days, his name will be black listed and contract will be terminated with forfeiture of Security Deposit.

d) In exceptional cases, the Contractor shall approach General Manager Medak BA, Sangareddy for obtaining relaxation in repair time beyond 30th days clearly stating and justifying the reasons why relaxation is needed. The decision of General Manager Medak BA, Sangareddy shall be final..

e) If any module is damaged while repairing, total cost of the module may be charged as penalty.

44 **Termination:** The General Manager Medak BA, Sangareddy reserves the right to terminate the contract with a 7 day notice for the undue delay in repair of Power Plant Modules or unsatisfactory performance by the Contractor.

45. **Payment Terms:** 100% of the payment will be made on contractor's pre-receipted bills. The payment will be made only after it is certified by the Field Officers ie Sub Divisional Engineer concerned & Divisional Engineer concerned certifies that the repairs of Power Plant Modules have been completed satisfactorily. The Bills have to be submitted in duplicate with machine serial numbers along with advance stamped receipt and along with a original copy of the Service/ Repair report and a original copy of work order.. The bills shall be submitted within one month from the last day of the month in which the repairs were carried out. For example, for all the repairs done during the month of June 2020, the bills shall be submitted by 07th July 2020 to the Ass. General Manager (NWP), O/o GM BA, BSNL, Sangareddy.

46. **Payment of the bills** will be made through online transaction after the bills are passed by competent authority. All statutory taxes as applicable will be deducted from the Contractor's bills. The Contractor should furnish the GST Registration number, PAN number etc, on the bills. Duly complying with related rules / guidelines under applicable Acts

47. **SECURITY DEPOSIT:**

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a) **The successful tenderer should pay Security Deposit of an amount equivalent to 10% of the actual arrived agreement amount**.

b) The EMD paid by the successful tenderer will be converted into part Security Deposit and the successful tenderer has to pay the balance amount so as to make the total Security Deposit equivalent to the above mentioned amounts. The EMD can be paid in the form of DD drawn from any scheduled Bank or in the form of Bank Guarantee valid for a period of 6 months in favour of AO (Cash), BSNL, O/o GMTD,Sangareddy. The balance security Deposit can be given in the form of Bank Guarantee from any Nationalized Bank valid for a period of at least 18 Months from the date of entering into agreement.

The Security Deposit will not carry any interest while with BSNL.

c) The Security Deposit will be refunded after six months of completion of agreement period and after satisfactory completion of all the contractual obligations by the Contractor including the warranty for the Power Plants repaired last. For claiming the refund of Security Deposit, the Contractor shall produce **"No Objection Certificate"** from DE in charge concerned units.

d) The security deposit amount is liable to be forfeited either in full or in part if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender contract.

e) The security deposit is payable as a guarantee for the satisfactory performance of the contract.

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

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

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

51. ARBITRATION:

51.1 In the event of any question, dispute or difference arising under this agreement or in connection THERE-WITH (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CHIEF GENERAL MANAGER TELECOM, BSNL, TS CIRCLE, HYDERABAD 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, TS CIRCLE, HYDERABAD or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CHIEF GENERAL MANAGER TELECOM, BSNL, TS CIRCLE, HYDERABAD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, BSNL, TS CIRCLE, HYDERABAD 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 his office or being unable to act for any reason whatsoever, the CGMT, BSNL, TS CIRCLE, HYDERABAD 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.

51.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

51.3 The venue of the arbitration proceeding shall be the office of the GENERAL MANAGER, TELECOM DISTRICT, BSNL, MAHABUBNAGAR OR other places as the arbitrator may decide.

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52. **FORCE MAJEURE**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter 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 contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the General Manager Medak BA, Sangareddy as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

53. The technical literature of the modules attended should be submitted.

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SECTION-VI

(Experience Certificate)
(For any two years during ythe period of 01-04-2015 to 31.03.2020)

This is to certify that M/s _____

Has carried out the ARC Work for Capacity/Type of PP Module _____ number of Power Plant

Modules Repaired during the period from _____ to _____ successfully.

The total value of the ARC was for Rs._____

Station:

Dated:

Signature:

Name:

Designation
Mobile No:

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SECTION-VII

Certificate of No Near Relatives in BSNL

"I_____S/o_____r/o_____

_____hereby certify that none of my relative(s) as defined in Para 2 (c) of Section IV(A) 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".

Station:

Dated:

Signature:

Name:

Status & Rubber Stamp

Address:

NB: - (i) In case of Proprietorship firm, certificate will be given by the Proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the Company.

(ii) In case, Certificate is to be given by more than one person, additional sheets may be attached.

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SECTION-VIII

CLAUSE-BY-CLAUSE COMPLIANCE

Para No.	Compliance		Para No.	Compliance	
	Yes	No		Yes	No
Section III 1			Section V 26		
Section III 2			Section V 27		
Section IV 1			Section V 28		
Section IV 2 (a)			Section V 29		
Section IV 2 (b)			Section V 30		
Section IV 2 (c)			Section V 31		
Section IV 3			Section V 32 (a)		
Section IV 4			Section V 32 (b)		
Section IV 5			Section V 33 (a)		
Section IV 6			Section V 33 (b)		
Section IV 7			Section V 34 (a)		
Section V 1			Section V 34 (b)		
Section V 2			Section V 34 (c)		
Section V 3			Section V 35		
Section V 4			Section V 36 (a)		
Section V 5 (a)			Section V 36 (b)		
Section V 5 (b)			Section V 36 (c)		
Section V 5 (c)			Section V 36 (d)		
Section V 6			Section V 36 (e)		
Section V 7			Section V 37		
Section V 8			Section V 38(a)to(j)		
Section V 9			Section V 39 (a) to (c)		
Section V 10			Section V 40 (a)		
Section V 11			Section V 40 (b)		
Section V 12			Section V 41(a),(b)		
Section V 13			Section V 42		
Section V 14			Section V 43(a)to(e)		
Section V 15			Section V 44		
Section V 16			Section V 45		
Section V 17			Section V 46		
Section V 18			Section V 47		
Section V 19			Section V 48		
Section V 20			Section V 49		
Section V 21			Section V 50		
Section V 22			Section V 51		
Section V 23			Section V 51.1		
Section V 24			Section V 51.2		
Section V 25 (1)			Section V 51.3		
Section V 25 (2)			Section V 52		
Section V 25 (3)			Section V 53		
Section V 25 (4)					
Section V 25 (5) *					
Section V 25 (6) *					

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SECTION-IX

FINANCIAL BID

(PRICE SCHEDULE FOR SMPS POWER PLANT Modules)

I have gone through all 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 are mentioned hereunder. The rates are inclusive of all the levies, duties, taxes and excluding GST

25A/50A/100A/200Amps SMPS Power Plants Modules

Sl.No.	Capacity of the Module to be repaired	Approximate quantity	Rate quoted for repair of each item inclusive of all taxes(excluding GST)	
			In Figures (Rupees)	In words(Rs.
1	25A Amps all makes	**446**		
2	50 A Amps all makes	**33**		
3	100A Amps all makes	**48**		
4	200A Amps all makes	**10**		
5	SMPS Power Plant control panel and Supervisory circuit(including LVD)	**78**		

EVALUATION CRITERIA

a) The technical bids shall be evaluated first for eligibility conditions.
b) Financial bids of those bidder who had qualified in the technical evaluation, will only be opened /
c) The evaluation of Tenders shall be made on the basis of total combined quote of 25A,50A, 100A, 200A & Control and Supervisory ckts. The lowest quote (L-I) will be decided based on the overall cost of all the items in financial bid and net cost to the BSNL.

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