



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM,
ITANAGAR, ARUNACHAL PRADESH SSA

e – Tender for
Repairing of SMPS Power Plant modules
in Arunachal Pradesh SSA.

TENDER ENQUIRY NO: **WG-292/E/20-21/7**

Dated **28/08/2020**

DUE DATE OF OPENING: **24/09/2020**

COST OF BID DOCUMENT: **Rs. 590/- (incl. of 18% GST)**

VALIDITY OF OFFER: **180 DAYS FROM DATE OF OPENING**

TABLE OF CONTENTS

SECTION	TITLE	PAGE NO.
I	Notice Inviting e-Tender	3
II	Instruction to Bidders	4-13
III	General (Commercial) conditions of the contract	14-20
IV	Special Conditions of the contract	21-26
V	Schedule of Requirement	27
VI	Bid Form	28
VII	Letter of Authorization for attending Bid Opening	29
VIII	Certificate of Non-participation of near relatives of BSNL employees in the e-tender	30
IX	Agreement Form	31
X	Financial Bid	32
XI	Performance Security (Guarantee) Form	33
XII	Agency Details	34
XIII	Check List	35



SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM,
ITANAGAR, ARUNACHAL PRADESH SSA
NOTICE INVITING e-TENDER

TENDER ENQUIRY NO: WG-292/E/20-21/7

Dated 28/08/2020

On behalf of BSNL, the General Manager Telecom, Arunachal Pradesh SSA, Sanchar Bhawan, Itanagar-791111 invites e-Tenders from prospective bidders for Repairing of SMPS Power Plant modules of all make and capacity in Arunachal Pradesh SSA for a period of One year and extendable for further One Year on same Rate as per the tender specifications, as per details given below:-

Name of Tender	Repairing of SMPS power plant modules in Arunachal Pradesh SSA	
Duration of Contract	One year with an option for extension for another one year.	
Tender Enquiry No. and Date	TENDER ENQUIRY NO: WG-292/E/20-21/7 Dated 28/08/2020	
Estimated Cost	Rs. 2106300/-	
Cost of Bid Document	Rs. 590/- (incl. of 18% GST)	
EMD	Rs. 42126/-	
Tender Processing fee	Tender Processing Fee: Rs. 994/- (Incl. 18%GST) (0.04% of Tender Value subject to maximum of Rs.5000/-)	
Bid/Document Downloading/Uploading	Start Date: 02/09/2020	End Date: 24/09/2020
	Start Time: 1700 Hrs	End Time: 1459 Hrs
Tender Closing Date and Time	Closing Date: 24/09/2020 Closing Time: 1500Hrs	
Date and Time of Opening of Tender (Technical Bid)	Date: 24/09/2020 Time: 1530Hrs Venue: Conference Hall, O/o the GMTD, BSNL, Itanagar.	
Date and Time of Opening of Financial Bid	To be intimated later.	

Interested bidder may visit www.tenderwizard.com/BSNLKOL and participate in the e-tender.

Sd/-
AGM (Plg)
O/o the GMTD, BSNL, Itanagar
Arunachal Pradesh SSA

SECTION II
INSTRUCTIONS TO BIDDERS

1. Scope of Works: Repairing of SMPS power plant modules in Arunachal Pradesh SSA of all make and all capacity.

2. (A) Eligibility Criteria:

a) The Bidder should be an Indian Individual / Firm / PSU/ Manufacturer/Supplier of Power Plant/Repairers of Power Plant and / or its modules of any make to BSNL/MTNL/DOT/ CPSU/SPSU/State & Central Govt. Departments.

b) The bidder should have experience of Repairing of SMPS PP Modules in any unit of CPSU/SPSU/ State & Central Govt. Departments / Private Operators for an amount of Rs.3 Lakh (Rupees Three Lakh) or more in any period during the last 5 years ending 31.03.2020

c) Copy of Work Order for executing similar type of work.

d) Experience Certificate for executing similar type of work.

(B) Documents to be submitted as Proof of bidder's eligibility:

DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his Bid document establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid document.

i. Registration of firm i.e. Valid Trading License or Certificate of Incorporation

a) Partnership – Self attested copy of partnership deed, in case of partnership firm.

b) Limited company - Self attested copy of Memorandum & Articles of Association, in case of limited company.

ii. Certificate of experience as mentioned in eligibility criteria.

iii. Copy of Work Order for executing similar type of work.

iv. **GST Registration.**

v. If the Firm/Company is registered under MSME/NSIC then copy of UAM registration Certificate may be submitted.

vi. PAN card.

(C) The successful bidder should establish its own workshop in Arunachal Pradesh within one month after execution of Tender agreement.

3. Cost of bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL, in no case shall be responsible for these costs regardless of the conduct or outcome of the bidding process.

4. Instructions for Online Bid Submission:

4.1 Bidders to submit the bids online through the website www.tenderwizard.com/BSNLKOL

4.2 Bidder should possess valid Digital Signature Certificate (DSC).

4.3 Bidder should do the enrolment in the e-tender website www.tenderwizard.com/BSNLKOL

4.4 Bidder should download the vendor guidelines by clicking the “**Help Manuals / DSC / Application Forms / Circulars**” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.

4.5 The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.

4.6 Bidder need to login to the e-tender site through their user ID/ password chosen during registration.

4.7 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.

4.8 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

4.9 Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.

4.10 After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

4.11 If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

4.12 Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the eToken/SmartCard to access DSC.

4.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.

4.14 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

4.15 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

4.16 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “Document Library” option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

4.17 (a) **Cost of Bid Document (non-refundable) and EMD:** Bidder should submit the cost of bid documents and EMD in offline in the form of Cash/ Demand Draft/Banker Cheque. In case of Demand Draft/Banker Cheque, the same should be prepared separately for Cost of Bid document and EMD. The Demand Draft/Banker Cheque should be prepared in favour of “Account Officer (Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original Cash Receipt/DD/BC should be posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the Cash Receipt/demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

Exemption of cost of bid document & EMD will only be given to MSE bidders subject to submission of valid NSIC/MSME Registration Certificate and UAM Registration Certificate as given in **Clause 21**.

(b) **Tender Processing fee (non-refundable):** The tender processing fee(non-refundable) @0.04% of tender value has to be paid online by the bidder through the e-tender website.

4.18 The bidder has to select the payment option as offline to pay the cost of bid document and EMD as applicable and enter details of the instruments.

4.19 While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.

4.20 The details of the Cash Receipt/DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable and summarily rejected.

4.21 Bidder has to download the bid document and then upload again using Digital Signature. The bidder has to digitally sign and upload the required bid documents one by one as indicated.

Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

4.22 The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:

(i) Bid Form (Section-VI)

(ii) Certificate of non-participation by family members (Section-VIII)

4.23 If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

4.24 The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

4.25 After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

4.26 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

4.27 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.

4.28 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

4.29 The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

4.30 The bidder should logout of the tendering system using the normal logout option and not by selecting the (X) exit option in the browser.

4.31 For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

5. Bid Document:

5.1 Bid Document includes:

- a. Notice Inviting e-Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special condition of contract, if any
- e. Schedule of requirement
- f. Bid form and price schedule.
- g. Performance Security bond Form
- h. Letter of authorization to attend Bid opening

5.2 The Bidder is requested to examine all instructions, forms, terms and specification in bid documents. Failure to furnish all the information required as per bid documents and submission of the bids not substantially responsive to the Bid documents in every respect, will be at the bidder's risk and may result in rejection of the bid.

5.3 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

5.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

6. Performance Security:

6.1 The successful bidder shall be required to deposit an amount equal to Rs. 210630/- (10% of the tendered value) within 10 days of conveying BSNL's intention for accepting the bid as Performance security.

6.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs. 20/- or more as desired by Bank) issued by a scheduled/nationalized bank as per the Performa provided in SECTION-III of the bid document or DD or FD.

6.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

7. Amendment to Bid document:

7.1. At any time prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

7.2. The amendments shall be notified online only through corrigendum, if any.

7.3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

8. Bid Price:

8.1 RATES TO BE QUOTED BY TENDERER: The rates should be quoted for the Service Charge over and above the Basic rate as per the format given in the Financial Bid. The rates should be quoted both in words & figures. In case of discrepancy, lower of these rates will be considered. Cutting and Overwriting will lead to cancellation of the bid.

9. Bid Security (EMD):

9.1 Bidder should submit the EMD of Rs 42126/- in offline. The Demand draft/Banker Cheque should be prepared as per the amount mentioned in NIT in favour of “Account Officer (Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original should be posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

9.2 The bidders (Small Scale Units) who are registered with MSME/National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of bid security up to the amount equal to their monetary limit or Rs. 50 Lakhs whichever is lower. In case of bidder, having monetary limit as “WITHOUT LIMIT” the exemption will be limited to Rs. 50,00,000/- (Rupees fifty lakhs only) as per the existing policy of BSNL. Any Small Scale Industry / firm claiming exemption from the payment of bid security shall submit the copy of the current registration with National Small Industries Corporation (NSIC) for the tendered items along with documents in respect of their monetary limit and financial capabilities duly certified by the NSIC. A copy of UAM Registration Certificate should be submitted.

9.3 The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.

9.4 The Bid Security may be forfeited.

a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

b. If the successful bidder fails

i. To sign contract

ii. To furnish performance security.

iii. The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

9.5 If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected.

10. Format and signing of bid:

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document

11. Submission of Bid:

11.1 Bidder should log into the site www.tenderwizard.com/BSNLKOL well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.

11.2 Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.

11.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

11.4 Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.

11.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

11.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

11.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price BID is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.

11.8 Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

11.9 After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

11.10 Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

12. Bid Opening:

12.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end thru their dashboard.

12.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (format is given in Section VII).

12.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

13. Clarification of Bids:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

14. Bid Evaluation:

14.1 Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.

14.2 The "Technical Bid" will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.

14.3 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.

14.4 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 contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.

14.5 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and charges as indicated in the price schedule. The lowest bidder will be decided on the value of “Grand Total” as mentioned the Price Schedule.

15. Award of Contract:

15.1 BSNL shall consider placement of advance work order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance work order, give his acceptance along with performance security in conformity with Section IX with the bid document.

15.2 The issue of an Advance work Order shall constitute the intention of the work to enter into the contract with the bidder.

15.3 The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category. BSNL reserves the right to award 30% work to L2 bidder at L1 Rates in case so felt necessary by GMTD Arunachal Pradesh SSA. BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable.

The bidder shall give his acceptance along with performance security in conformity of the bid documents within ten (10) days of issue of letter of intent and execute one agreement in the prescribed as per in Section-IX.

16. Right to vary quantities:

BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

17. BSNL’s right to accept any bid and to reject any or all bids:

The BSNL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser’s action.

18. Signing of Contract:

(i) Signing of Agreement shall constitute the award of contract on the bidder.

(ii) Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security.

19. Annulment of Award:

Failure of the successful bidder to comply with the requirement of clause 15 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

20. Period of validity of bids:

(i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **APPLICATION:**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

2. **PERFORMANCE SECURITY:**

2.1 The EMD of successful bidder will be converted into security deposit and remaining 8% of the estimated cost may be deposited in the form of demand draft or FD in favour of A.O. (Cash), O/O the GMTD, BSNL, Itanagar-791111 or in the form of bank guarantee from any nationalized bank valid up to one year from the date of agreement. Performance security will be discharged after completion of contractor's performance obligations under the contract.

2.2 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. **EXECUTION TIME LIMIT:**

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. **SIGNING OF CONTRACT:**

4.1 Signing of Agreement as per format in SCETION-IX shall constitute the award of contract on the bidder.

4.2 Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security pursuant to clause 2 of SECTION III

5. **PERFORMANCE SECURITY:**

5.1 The successful bidder shall be required to deposit an amount equal to Rs. 2106300/- (10% of the tendered value) within 10 days of conveying BSNL's intention for accepting the bid as Performance security.

5.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs. 20/- or more as desired by Bank) issued by a scheduled/nationalized bank as per the Performa provided in ANNEX-III of the bid document or DD or FD.

5.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

5.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

6 PERIOD/RENEWAL OF CONTRACT:

The contract shall be for a period of one year from the date of commencement. However, it can be renewed for further period of one year, on the same term and conditions.

7. INSPECTION AND TESTS:

7.1 BSNL Arunachal Pradesh or his representative shall have the right to inspect and test the repaired power plants and modules as per prescribed test schedules for their conformity to the specifications.

Where BSNL Arunachal Pradesh decides to conduct such tests on the premises of the Contractor or its sub-contractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.2 Should any inspected or tested repaired power plant and/ or module fail to conform to the Specifications BSNL Arunachal Pradesh may reject them and the Contractor shall either replace the rejected repaired module or make all alterations necessary to meet Specification Requirements free of cost to the Purchaser.

7.3 Notwithstanding the pre-repair tests and inspections prescribed in clause 5.1 & 5.2 above, the module and accessories on receipt in BSNL 's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to BSNL Arunachal Pradesh.

7.4 If any Power Plant and/ or module or any part thereof, before it is taken over under clause is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Contractor notice setting forth details of such defects or failure and the Contractor shall make the defective module good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements shall be made by the Contractor free of all charges at site, should it fail to do so within this time.

BSNL Arunachal Pradesh reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the module as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by BSNL Arunachal Pradesh shall be deducted from the amount payable to the Contractor.

7.5 When the performance tests called for have been successfully carried out, the inspector/ultimate Consignee will forthwith issue a Taking Over Certificate. The inspector/ultimate consignee shall not delay the issue of any "Taking Over Certificate " contemplated by this clause on account of minor defects in the module which do not materially affect the commercial use thereof provided that the Contractor shall undertake to make good the same in a time period not exceeding two months. The taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests.

7.6 Nothing in clause 5 shall, in any way; release the Contractor from any Warranty or other obligations under this contract.

8 DELIVERY AND DOCUMENTS:

8.1 Delivery of the module and documents shall be made by the Contractor in accordance with the terms specified by BSNL Arunachal Pradesh in its Schedule of Requirements and special conditions of contract and the module shall remain at the risk of the contractor until delivery has been completed. The delivery of the module shall be to the ultimate consignee as given in FAT.

8.2 The delivery of the repaired module and documents shall be completed within 10 (Ten) days from the date of issue of work order.

8.3 All Technical assistance for installation, commissioning and monitoring of the module shall be provided by the bidders at no extra cost.

8.4 Contractor shall have to notify contact details (Phone & Fax no. , email address) where fault is to be made over.

8.5 The contractor shall either repair the faulty power plant and/ or its modules at the respective site or shall have to collect the same from the site at its own. The turnaround time shall be calculated from the date of making over of the fault at the contact details of the contractor and the repaired module has to reach the respective site within 10 days' time.

9 INCIDENTAL SERVICES:

The contractor may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site repair and/or start-up of the module.
- (b) Furnishing of tools required for repair and/or maintenance of modules.
- (c) Performance of supervision or maintenance and/or repair of the power plant and module, for a period of time agreed by the parties provided that this service shall not relieve the contractor of any Warranty obligations under this Contract.

10 SPARES: - All the spares should be provided by the contractor including major components.

11 WARRANTY:

11.1 The contractor shall warrant that repaired power plant modules shall be free from all defects and faults in materials used, workmanship. This warranty shall survive inspection or payment for/and acceptance of module, but shall expire (except in respect of complaints notified prior to such date six **(06) months** after the modules have been put in to use in P.P.

11.2 If it becomes necessary for the contractor to replace or renew any defective portion(s) of the power plant or module under this clause, the provisions of the clause 11.1 shall apply to the portion / portions module so replaced or renewed or until the end of the above mentioned period of Six months, whichever may be later. If any defect is not remedied by the contractor within a reasonable time, BSNL Arunachal Pradesh may proceed to get the defects remedied from other contractor etc., at the contractor's risk and expenses, but without prejudice to any other rights which BSNL Arunachal Pradesh may have against the contractor in respect of such defects.

11.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

12 PAYMENT TERMS:

(i) 90% payment will be made within 30 days of submission of bills complete in all respect in r/o repaired MODULES OF 25A/50A/100A/200A OF SMPS TYPE POWER PLANTS duly checked and accepted by the DE/SDEs/SDOTs concerned. The bill should be accompanied by the proof of submission of GST.

(ii) All payments are subject to production of proper bills in duplicate (duly verified by SDE/SDOT & DET concerned) by the contractor after observing usual BSNL procedure. Payment will be made by A.O (Cash) BSNL O/o GM Arunachal Pradesh in the name of the contractor.

(iii) Balance 10% shall be released after successful completion of the guarantee period of six months.

(iv) BSNL reserves the right to get the faulty MODULES OF 25A/50A/100A/200A of SMPS TYPE POWER PLANTS repaired by its own maintenance staff and contractor shall have no objection to such repairs and shall not place any claim with the BSNL on this account.

12.1 The contractor will submit the bill to the SDE/SDOTs i/c in Triplicate that should be typed or written in ink. The original copy of the bill must be Pre-receipted over revenue stamp, if the amount exceeds Rs. Five Thousand. The bill should be submitted along with the original work order. The bill should contain Service Tax number/GST, Registration number and should be machine numbered.

12.2 The bill duly certified by the controlling officer SDE/SDOT and duly passed by DE concerned may be submitted to AO (Claims), BSNL, Arunachal Pradesh for further processing for payment. LD charge, if any, will be deducted by the DE concerned and the net amount may be passed for payment.

12.3 BSNL, Arunachal Pradesh will not be liable for any interest on any bill outstanding for payment.

12.4 The contractors should submit the bill within the warranty period (3 months) otherwise such bill will not be considered for payments. No claim after one year of work execution will be entertained for payments.

12.5 Recovery of sum due: Whenever any claim for the payment of a sum of money has arisen out of or under this contract against the contractor, the BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposited by the contractor, if a security is taken from the contractor then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with Arunachal Pradesh Telecom District. The contractor shall pay to the BSNL on demand the remaining balance due.

12.6 No advance payment will made & no deviation on these may be acceptable.

12.7 Contractor shall pay all taxes, levies & duties applicable from time to time.

13 RATES:

- a) Rates charged by the contractor for repaired power plant and modules and services performed under the Contract shall not be higher than the rates quoted by the contractor in his Bid.
- b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender BSNL, Arunachal Pradesh reserves the right to ask for reduction in the rates.
- c) Rate once fixed will remain valid during the period of contract. Increase and decrease of taxes /duties will not affect the rate during this period.
- d) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to BSNL, Arunachal Pradesh by the contractor.

14 CHANGES IN WORK ORDERS:

BSNL, Arunachal Pradesh may, at any time, by a written order given to the contractor, make changes within the general scope of the contract in any one or more of the following.

- (a) The method of transportation or packing.
- (b) The place of delivery; or
- (c) The services to be provided by the contractor.

If the contractor refuses to accept the work order for execution of any specified work, the department reserves the right to get the work done by other agencies even with the higher rate and difference of the cost will be deducted from the contractor pending bill/security deposit

15 SUBCONTRACTS:

The contractor shall notify BSNL, Arunachal Pradesh in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the contractor from any liability or obligation under the Contract.

16 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

Delivery of the module shall be made by the contractor in accordance with the time schedule specified by BSNL, Arunachal Pradesh in its work Order. In case the repair is not completed in the stipulated delivery period, as indicated in the work Order, BSNL, Arunachal Pradesh reserves the right either to short close/cancel this work order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the contractor and BSNL, Arunachal Pradesh reserves the right to get repaired balance unprepared modules at the risk and cost of the defaulting bidders.

Delay by the contractor in the performance of its delivery obligations shall render the contractor liable to any or all of the following sanctions, forfeiture of its performance security imposition of liquidated damages and/or termination of the contract for default.

If at any time during the Contract period the contractor encounter conditions impeding timely delivery of the repaired module, the contractor shall promptly notify to BSNL, Arunachal Pradesh in writing the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the contractor's notice, BSNL, Arunachal Pradesh shall evaluate the

situation and may at its discretion extend the period of delivery of the modules (by not more than Ten days) subject to the LD charges.

If the modules are not repaired in the extended delivery period, the work order shall be short closed and the Performance securities shall be forfeited.

17 LIQUIDATED DAMAGES

17.1 The date of delivery of the stores stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exception circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of BSNL, Arunachal Pradesh and be accepted by the consignee, such deliveries will not deprive BSNL, Arunachal Pradesh of his right to recover liquidated damages under **clause 16**. Should the contractor fail to deliver the modules within the period prescribed for delivery, BSNL, Arunachal Pradesh shall be entitled to recover Rs.100/- per module for each day of delay or part thereof for a period up to 3 (Three) days and thereafter at the rate of Rs.200/- per module for each day of delay or part thereof for another one week of delay. In the case of where the delayed portion of the repaired module hampers working of exchange, L/D charges shall be levied as above plus 50% of the total value of the concerned package of the work Order.

Quantum of liquidated damages assessed and levied by BSNL, Arunachal Pradesh shall be final and not challengeable by the contractor.

18. TERMINATION OF CONTRACT:

18.1 BSNL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in part.

(a) If the contractor fails to repair the faulty modules within the period specified in the contract or any extension thereof granted by BSNL.

(b) If the contractor fails to perform any other obligation (s) under the contract.

18.2 BSNL may without prejudice to other rights under law or the contract provided at the risk and cost of contractor in above circumstances.

19. TERMINATION OF INSOLVENCY:

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, Bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

20. FORCE MAJEURE:

If 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 reason of any war or hostility, act of the Public enemy, Civil commotion, sabotage, fires, floods, explosion, epidemic, quarantine restriction, strikes, lockout or act of GOD (hereinafter referred to as events) provided notice of happening of any such eventualities given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against

the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

21. ARBITRATION:

21.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the GMTD/BSNL/ARPSSA/Itanagar. In case of his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD/BSNL/ARPSSA/Itanagar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if arbitrator or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CGMT/NE-II Circle/Dimapur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996.

21.2 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 aforesaid arbitration and conciliation Act, 1996 and the rules made their under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21.3 The venue of the arbitration proceeding shall be office of the GMTD, ARP SSA, BSNL, Itanagar or such other place as the arbitrator may decide.

22. SET OFF:

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

23. COURT JURISDICTION:

Any legal case arising out of this tender shall be within the jurisdiction of Itanagar Court only.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

1.0 The Rate running contract is for repairing of SMPS Power Plant of different make and capacity (i.e. ITI, Ador, Delta, HECL, DYNA, Excel, Amara Raja, BS, HBL Nife, Subnise, Arwind Beining XL-HY, Himachal Exicom, etc.) installed at various telephone exchanges installed in Arunachal Pradesh Telecom District.

The tenderer will use standard original material to rectify faults. As such the department will not supply any type of materials. Cannibalizing will not be accepted.

It will be the responsibility of the contractor that the power plant unit/module remains in working condition in all respects during contract period.

1.1 The contractor shall have to repair different capacity of SMPS Modules 25/ 50/ 100/ 200 AMP during the period as and when required.

1.2 The work of repair of 25A, 50A, 100A & 200A etc Modules of SMPS Power Plant involves collection wherever faulty, from concerned SDE/SDOTs/JTO in charge of exchange, its repair and returning back at the same exchange.

1.3 The contract shall cover all types Modules of SMPS Power Plant including having PCB fault. However, during course of contract, if any other make is added by the Department the contractor will undertake that particular make at the minimum quoted rate after warranty period is over.

1.4 The contractor will maintain a logbook / visit report for the visit, get the signature of concerned in charge and submit along with bill. Officer in charge shall also keep a record & mention the same at the time of forwarding the bill of contractors.

1.5 Rates quoted shall include all types of faults removing with using required materials i.e. the contract is for all repairs which includes replacement of any part of the same make if required.

1.6 While handling of 25/50/100 & 200 etc SMPS P/P module in Telecom Exchange premises the contractor has to take all precautions for safety of Telecom Components and existing telecom equipments.

1.7 The contractor will be held responsible for any damages caused to human or material during the execution of work.

1.8 The authorized officer/person of the department will have the liberty to check & verify the material and work etc.

1.9 All the materials of standard quality shall be used. Before replacement of spares/materials, the same may be got approved from the in charge officer. A register is to be maintained at each place mentioning the date of fault restoration, replacement of spares etc. and to be kept with the officer in charge of the exchange.

1.10 No transportation facility will be given by BSNL, if equipment is required to be transported to service station, no traveling / transport expense shall be payable to the person attending the equipment. Octroi charges if any shall also payable by contractor.

1.11 The contractor has to carry out the required work strictly according to guidance given by the authorized officer of the department.

1.12 The contractor should ensure those only license holder people i.e. authorized by him are to be sent for attending the fault/equipment at the site. BSNL will not be responsible for any accident or legal complication thereafter.

1.13 No tools/materials/spares will be supplied by the BSNL

1.14 The contractor shall keep records of all material brought to the exchange for use in 25Amp, 50 Amp, 100 Amp & 200 Amp etc. SMPS P/P modules and get the signature of the exchange in charge/ his representative, similarly he shall get a gate pass from building /officer in charge for taking out any material/ parts etc.

1.15 The contractor will responsible for any loss arising out of his negligence to any property or person affected and claims by third party.

1.16 The rates quoted by the tenderer for repair and accepted by the department shall remain firm and valid during the initial period of one year which can be extended for further one year on same rates, terms and conditions if department so desires.

1.17 The contractor is responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the tender/schedule annexed here to.

1.18 The contractor shall not subject, transfer or assign the contract or any part thereof without the written permission of the GMTD Arunachal Pradesh.

1.19 The department reserves the right to carry out any work in part or full through department or through any other contractor/agency on cost and risk basis of the contractor. In such event, no compensation shall be payable by the BSNL to the contractor towards inconvenience/loss.

1.20 The Tenderer is advised to visit the sites before quoting the rates for repair of SMPS.

1.21 No module should be diverted from the one power plant to any other Power Plant.

1.22 SMPS Power Plant comes with control units and Power Modules. Power Modules are of various capacities like 25Amp, 50 Amp, 100 Amp, 200 Amp. etc. In the case i.e. Power Plant in repair, which offer to vender doing necessary repair of power module will ensure that all the power modules are under the control of control unit. At the same time while taking any faulty module contractor will rearrange the data wiring of Power Plant to bring all the remaining power modules under control of Control unit.

2. Collection of Faulty 25A, 50A, 100A & 200A etc. Modules of SMPS P/P:

2.0 If any fault arises then officer in charge will inform contractor telephonically and maintain the record for every call made to contractor. This intimation will be sent on Telephone /SMS/ FAX/ E-mail. This shall be followed by a letter within a week. Contractor shall give details of Telephone No, Mobile No & Fax Number so that if any fault arises then complaint can be booked telephonically. It is preferable that either Telephone or Mobile or both numbers are of BSNL. A repair of the Power Plant Modules is generally to be carried out in exchange premises only. In case of necessity the contractor may take the modules/units/control panel to the repair centre at his own cost with the consent of Office in Charge of the exchange.

2.1 The contractor shall collect the module from the concerned SDE/SDOT/JTO in charge within **THREE days** from the date of intimation under proper receipt to the concerned in charge. However under emergency condition the collection of modules to be done on the **same day**.

- 2.2 The contractor shall pack the faulty Modules and take the same to the workshop for its repair and bring back to the unit at his cost (if not repairable at site). Packing, transport and delivery of faulty as well as repaired modules is the responsibility of the contractor.
- 2.3 The contractor shall acknowledge receipt of received 25A, 50A, 100A & 200A etc Modules of SMPS P/P to the concerned officer in charge.
- 2.4 Before accepting the faulty 25A, 50A, 100A & 200A etc. Modules of SMPS P/P the contractor may check that 25 A, 50 A, 100 A & 200 A etc. Modules of SMPS P/P are complete in all respects and all components (which need not be of same company) are available in each 25A, 50A, 100A & 200A Modules of SMPS P/P.
- 2.5 The faulty 25A, 50A, 100A & 200 A etc. Modules of SMPS P/P will be handed over to the contractor on unit basis for repair.
- 2.6 The contractor will ensure return of the repaired 25A, 50A, 100A & 200 A modules of SMPS P/P unit wise. The success rate of repair should be 100%. In case it is observed that any module is beyond repair, in exceptional cases due to being extensively burnt etc., contractor will furnish full justification for not accepting the same for repair. However contractor shall not declare Repair Not Possible (RNP) of Modules more than 5% of the total accepted modules of each make throughout the tender period (One year).
- 2.7 The contractor shall repair the faulty 25A, 50A, 100A & 200A etc Modules of SMPS P/P at his own workshop as decided by the GMTD Arunachal Pradesh and return the same to “concerned officer in charge” within maximum **TEN days** of its collection. However under emergent condition as decided by the concerned in charge, the collection and repair shall be made within the time period given in the work order. Copy of the delivery challan duly signed by the concerned officer in charge must be submitted along with the bill.
- 2.8 The contractor shall use good quality components for repair of the 25A, 50A, 100A & 200A etc modules of SMPS P/P.
- 2.9 The contractor cannot claim any place in either “concerned officer in charge” premises or elsewhere in Arunachal Pradesh Telecom District premises for undertaking any repairs of 25A, 50A, 100A & 200A etc modules of SMPS P/P.
- 2.10 After carrying out repairs of the faulty 25A, 50A, 100A & 200 A etc. Modules of SMPS P/P, the contractor shall offer the 25A, 50A, 100A & 200AMP etc. Modules of SMPS P/P to SDE/SDOT/JTO /in charge of exchange who will accept the repaired 25A, 50A, 100A & 200 A etc. modules of SMPS P/P after inspection and testing.
- 2.11 The inspection shall be carried out by the SDE/SDOT/JTO as given in the work order. The SDE/SDOT/JTO shall be entitled to reject any 25A / 50A /100A / 200A etc. modules of SMPS P/P offered for inspection if in its opinion it has not been properly and fully repaired. Such decision of inspector/SDE/JTO shall be final and binding on the contractor.
- 2.12 The contractor shall pack each repaired 25A, 50A, 100A & 200 A etc modules of SMPS P/P suitably in a polythene cover after proper cleaning while returning them to “concerned officer in charge”.
- 2.13 The contractor shall return the repaired 25A, 50A, 100A & 200A modules of SMPS P/P to

the same officer unless specified otherwise in a work order from where these 25A, 50A, 100A & 200 A etc Modules of SMPS P/P were collected for repair after their inspection and release by the officer.

2.14 The date of receipt of repaired 25A, 50A, 100A & 200A etc Modules of SMPS P/P duly inspected and cleared by "Officer in charge" shall be reckoned as date of actual receipt of 25A, 50A, 100A & 200A etc. modules of SMPS P/P.

2.15 Repaired modules will be tested by the concerned SDE/SDOT/JTO officer in charge within TWO days on receipt of repaired modules; if it is found O.K. then a certificate of this may be issued to the contractor. Otherwise same shall be returned to the contractor for necessary action.

2.16 Module repaired will be warranted for a period of three months from date of taken over during which it will be repaired free of cost unless burnt/physically damaged cases due to departmental reasons.

3. Reports:

3.0 The contractor shall furnish a summary of fault found and name/details of the components replaced in repaired Modules lot wise to BSNL exchange in charge.

4. INSURANCE:

4.1 The Contractor shall be responsible for the safety of 25 A, 50 A, 100A & 200A etc Modules of SMPS P/P while the same are taken after receipt from Arunachal Pradesh Telecom District to his works or back. In case of any loss, the contractor will have to reimburse the full cost of lost/damaged 25A, 50A, 100A & 200A etc Modules of SMPS P/P to BSNL Officer. So it will be in the interest of contractor to insure the faulty 25A, 50A, 100A & 200A etc Modules of SMPS P/P and repaired while under movement or stocked at his repair workshop till the date the repaired 'Modules are delivered back to concerned officer in charge'. The insurance policy shall cover all the risks including transit damage or loss on account of fire breakage, accident etc. The contractor shall produce the insurance premium receipts for inspection of the BSNL/Officer whenever required by it.

5. PENALTY CLAUSE:

Delay and abandoning of the execution of the Work:

5.1 The faulty SMPS Modules of P/P should be collected within THREE days as stipulated in Clause 2. In case contractor fails to collect the Modules within the stipulated time, a penalty of Rs.100 /- (One Hundred) per day per Module shall be levied as a pre-estimated loss and damage that is likely to be suffered by BSNL fails to return the repaired Modules of P/P within 15 days, the penalty of Rs.200/- (Two Hundred) per day per Module of P/P shall be levied as a pre-estimated loss and damage that is likely to be suffered by BSNL.

5.3 The total amount of penalty shall be limited to 20 % of the total cost of work (Repair Charges) for which work order issued to the contractor.

5.4 The Contractor shall not declare RNP of Modules more than 5% of the total accepted modules of each make throughout the tender period. In case the number of modules declared RNP beyond 5 % than, contractor is liable to pay penalty of 1.5 times the repair cost of modules for each such modules.

5.5 In case either the contractor abandon the work or the contractor is removed either for delay in work or for want of standard quality, the Work will be allotted to some other Contractor and the excess amount over the proportion amount awarded thus paid to the New party, will be recovered from the pending bills or from the Security deposit of the original contractor.

5.6 In case of delay because of Departmental Reasons, the matter will be referred in writing to the concerned GM for coordination of delay. RTD reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of work order.

5.7 The penalty for Sunday and holiday will not be imposed if module repaired on next working day subject to equipment is not made available to vendor on holiday for Repair/collection of faulty module.

6. Repair of faulty module and setting up of Repair Facilities:

6.0 The clause regarding repair of faulty module and setting up of Repair Facilities may be included considering the following aspects.

6.1 The contractor shall establish adequate repair facilities for repair of faulty module in India within a period one month from the date of advance work order. The number and location of repair facilities should be such as to meet the requirement of repairs and turnaround time provided in the special conditions in section IV.

The performance bank guarantee shall not be released until BSNL; Arunachal Pradesh is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. BSNL, Arunachal Pradesh reserves the right to blacklist a contractor who does not meet the repair obligation as per the conditions of contract.

7. WARRANTY OF REPAIRS:

7.0 The contractor will undertake quality repair which will ensure the normal trouble/defect free performance of the Modules of SMPS for a period of 06 (six) months from the date of inspection and clearance. In case the repaired Modules of SMPS develops same defect or deficiency or fault, i.e. it becomes faulty during the warranty period (3 months) the contractor shall rectify, repair and remedy such defects, deficiency in the repaired 25A/50A/100A/200A modules of SMPS at his own cost and expense i.e. free of charge.

8. The special conditions of contract shall supplement the ‘Instructions to the Bidders’ & “General (Commercial) Conditions of the Contract” and wherever there is a conflict, the provisions herein shall prevail over those in **Section -IV**.

9. JOB DESCRIPTION:

The tenderer should familiarize him fully with the job before quoting the rates.

(i) The material used by the contractor should be of standard make as per latest specification.

(ii) The components found to be of inferior quality and not being according to the specification will be rejected at the cost of contractor.

(iii) The contractor shall repair all types of Modules/at their premises/repair center/site as per mutual convenience. The modules are to be collected and delivered back after repair, at the concerned exchange at the contractor own cost.

(iv) The contractor shall make available readily one trained Technician at the workshop from where he can be deputed at any time anywhere within Arunachal Pradesh Telecom District to attend the fault of power plant. He will weekly report to the respective SDEs for receiving instruction for attending any fault reported and general check and will keep him informed about the progress of attending the faults. He will also ensure general cleanliness of power plant modules.

(v) All the works are to be carried out as per company specification and to entire satisfaction of DET/SDOT/SDE in-charge of the unit.

(vi) The contractor shall have to arrange all tools etc. required during maintenance/service. No such material shall be supplied by BSNL Arunachal Pradesh.

(vii) No skilled/Unskilled Staff shall be provided to the contractor for carrying out the maintenance/servicing.

31. The contractor shall be responsible for payment of carriage charges of modules from the exchange to their workshop and back to the exchange.

32. The contractor would comply with all the provisions of various labour laws in force from time to time.

SECTION V

SCHEDULE OF REQUIREMENT

1. Repair work of faulty modules shall be approximately taken during the period of contract as mentioned below:-

S/N	Type of Module	Approximate Quantity
1	25 Amp	200
2	50 Amp	100
3	100 Amp	150
4	200 Amp	20

Note: Make of modules are ITI, HECL, DYNA, Excel, Amara Raja, BS, HBL Nife, Subnise, Arwind Beining XL-HY, Himachal Exicom, Delta, Ador, Eltek SGS, XL-Telecom, etc.

2. The quantity of Faulty modules for repairing may increase or decrease @ 25 % of total proposed quantity irrespective of type of modules.

SECTION VI

BID FORM

Tender No. WG-292/E/20-21/7

Date 28/08/2020

To,

The AGM (Plg),
O/o the GMTD, BSNL, Itanagar.

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged. We undersigned, offer to provide service in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps, etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent an replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated, this Day of2020

Signature

Name:

Address:

Duly authorized to sign the bid for and on behalf of

Witness

Address:

SECTION VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach this office or before date of bid opening)

To,

The

Bharat Sanchar Nigam Limited,

Itanagar, Arunachal Pradesh SSA

Sub: Authorization for tending bid opening on (date) in the
Tender of

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

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate representative

Signature of Bidder

Or

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

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received. The tender must be accompanied with earnest money as mentioned above in the shape of the Bank draft from SBI or any nationalized Bank in favour of "Accounts Officer (Cash), BSNL, O/o the GMTD, Itanagar" payable at Itanagar. Tender submitted without earnest money will be rejected.

IT IS A SPECIMEN COPY.

**BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS PER THIS
PROFORMA AND PRODUCE THE SAME, DULY AUTHORISED, TO ATTEND THE BID OPENING
PROGRAMME.**

SECTION VIII

(Certificate on Non-Participation of near relatives in the e-Tender)

CERTIFICATE

I.....,S/o

Sri.....

R/o, hereby certify that none of relative(s) as defined in Section-IV of 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.

Signed

For and on behalf of the Tenderer

Name (Capitals).....

Position

Date

SECTION - IX

AGREEMENT FOR REPAIRING OF SMPS POWER PLANT MODULES

(On Non-judicial stamped paper of Rs. 100)

No:

Dated at

An agreement made thisday of....., 2020 between M/shereinafter referred to as Contractor (which expression shall include his/her legal successors and assignees)

AND

Bharat Sanchar Nigam Limited (hereinafter called BSNL whose term includes its successors and assignees) represented by AGM (Plg) O/o the GMTD, Itanagar whereas the contractor has offered to contract with said Bharat Sanchar Nigam Limited at the approved rate at GMTD, Itanagar as shown in Annexure – A and on the terms & conditions herein attached has been duly accepted.

The Contractor has deposited the Rs. (Rupees) only to AO (Cash) O/o the GMTD, Itanagar vide as Earnest Money which has been converted into security deposit for Rs..... Balance of the SD , that is, remaining 8 % of the estimated cost has been deposited in the form of Demand Draft No. _____ or bank guarantee no. _____ from _____ (name of nationalized bank) valid up to one year from the date of agreement. Performance security will be discharged after completion of contractor's performance obligations under the contract.

Now, therefore, these present witnesses and it is hereby declared by and between parties as follows:-

- (1) The contractor during the period of contract or until this contract shall be determined by such notice as is hereinafter mentioned safely carry out the contract according to the terms & conditions of the contract.
- (2) Duration of contract: -one year from the date of award of contract with an option of extension for a further period of one year on the same rate Terms and Conditions
- (3) All the terms and condition in the bid documents issued tender enquiry No. WG-292/A/17-18/1 Date 21/06/2017 shall be part and parcel of this agreement.

Signed

Signed

For and on behalf of the BSNL

For and on behalf of the Transporter

Name and Add.....

Name and Address.....

Date

Date

In the presence of witnesses

In the presence of witnesses

1.

1.

2.

2.

SECTION -X

FINANCIAL BID

(To be uploaded using DSC after duly filled up by the bidder in excel file given in e-tender website)

Tender Enquiry No: WG-292/E/20-21/7

Date 28/08/2020

Name of the Bidder & Address : _____

PRICE BID (FINANCIAL BID available as MS Excel File)

RATE FOR REPAIR OF SMPS POWER PLANT MODULES

Sl. No.	Item	Make	Qty	Rate per module (in Rs.)	Total Amount (exclusive of GST)
A	B	C	D	E	F = D * E
1	25A Module (SMPS P/P)	Any Make	200		
2	50A Module (SMPS P/P)	Any Make	100		
3	100A Module (SMPS P/P)	Any Make	150		
4	200A Module (SMPS P/P)	Any Make	20		
GRAND TOTAL				Rs	

I agree to all the clauses and terms and conditions laid down in this tender/bid document.

NOTE:

- 1) BIDDER SHOULD FILL UP (A) NAME OF THE BIDDER (B) RATE PER MODULE ONLY.
- 2) LOWEST BIDDER L1 WILL BE DECIDED ON GRAND TOTAL.
- 3) GST AS APPLICABLE.

SECTION-XI

PERFORMANCE SECURITY (GUARANTEE) FORM

(On Non-Judicial stamp paper of Rs. 100/-)

In consideration of General Manager Telecom District, Bharat Sanchar Nigam Ltd, Itanagar (herein after called the GMTD, BSNL, Itanagar) having agreed to exempt (here in after called the said contractor (S) from the demand of security deposit/earnest money of Rs. on production of Bank guarantee for Rs. for the due fulfillment by the said contractor of the terms and condition to be contained in an agreement in connection with the contract for _____,we, (Name of the Bank) (herein after referred to as “ the Bank”) at the request of (Contractors) do hereby undertake to pay to the GMTD, BSNL, Itanagar an amount of not exceedingagainst any lost or damage caused to or suffering or would be caused to or suffered by the GMTD,BSNL, Itanagar by reason of any breach by the said the contractor’s of any of the terms and conditions contained in the said agreement. We (Name of the bank)do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the GMTD, BSNL ,Itanagar stating that the amount claimed is due by way of lost or damages caused to or would be caused to or suffered the GMTD, BSNL, Itanagar, reason of breach by the said contractor of any of the terms and condition contained in the said agreement or by reason of the contractor failure to performed said agreement. Any such demand made on the bank shall be conclusive as regarded the amounts due and payable by the bank under this guarantee where the decision of the GMTD, BSNL, Itanagar in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. We undertake to pay to the GMTD, BSNL, Itanagar, any money so demanded notwithstanding any disputes raised by the contractor supplier in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under the bound shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment. We (Name of the bank)..... further agree that the guarantee here in contained shall remained in full force and direct immediately for a period of one year from date herein further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the GMTD, BSNL, Itanagar, under or by virtue of the said agreement fully paid and its claims satisfied or discharged or till GMTD, BSNL, Itanagar, certifies that the terms and condition of the said agreements have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. We (Name of the bank)..... further agree with the GMTD, BSNL, Itanagar, that the BSNL, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary and of the terms and condition of the said agreement or to extend life of performance by the this said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the GMTD,BSNL ,Itanagar, against the said contractor(s) and to forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the GMTD,BSNL ,Itanagar Or any indulgence by the GMTD,BSNL ,Itanagar to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor/Supplier. This guarantee shall be irrevocable and the obligation of the bank here in shall not be conditional to any prior noticed by BSNL.

Date

For

(Indicating the Name of the Bank)

SECTION-XII
AGENCY DETAILS

(Including performance records, financial viability, etc.)

Name of the Bidder

Postal Address of the Bidder

Registered Address of Bidder

Status of the Bidder:

- (i) Proprietorship concern
- (iii) HUF

- (ii) Partnership firm
- (iv) Limited Company

Name of person or authorized signatory for submitting the tender, other documents and empowered for correspondence with BSNL.

Bid Security Particulars

DD No.

Date:

Amount:

Name of Bank.....

Branch.....

Service Tax/GST registration particulars:

PAN Card particulars:

Telephone numbers (with STD Code) of authorized signatory

Office:

Residence:

Fax:

Email:

Mobile:

Name(s) of Proprietor/ all Partners / all Directors

SECTION-XIII

CHECK LIST

- 1) The bid document should be downloaded and then uploaded using DSC.
- 2) The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
 - (a) Bid Form (Section-VI).
 - (b) Certificate of non-participation by family members (Section-VIII).
- 3) The financial bid in MS Excel format should be duly filled up and uploaded using DSC.
- 4) Cost of Bid Document. Scan copy of Cash Receipt/DD/Banker's Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 5) EMD. Scan copy of Cash Receipt/DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 6) Experience Certificate
- 7) PAN No. (Attested copy of PAN Card).
- 8) Bid document duly signed in each page.
- 9) Registration Certificate of the Firm and GST Registration Certificate. (Valid Trading Licence or Certificate of Incorporation and the Memorandum of Association should be submitted).
- 10) Limited company - Self attested copy of Memorandum & Articles of Association and Certificate of Incorporation.
11. Documents having its own workshop with details of skilled technicians.
12. Details of AMC / RRC on hand if any – their telephone Nos. & address.
13. Number of personnel, their Name, qualification & contact phone numbers who will be put for this job.
14. In case of MSE bidders, the following documents are to be submitted:-
 - (a) Valid copy of Registration Certificate issued by MoMSME/NSIC/DIC/KVIC/KVIB/Coir Board or Directorate of Handicrafts and Handlooms, or any other body specified by MoMSME.
 - (b) A copy of Udyog Aadhaar Memorandum (UAM).

NOTE: In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low internet bandwidth speeds.