

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**O/o the SrGeneral Manager, Telecom District
Balasore-756001.**

NIT No: S-113/11-12/2

Date: 08-07-2011

BID DOCUMENT



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

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

**TENDER
FOR
RAPAIRING OF SMPS MODULES
(other than Ador make)
IN
BALASORE TELECOM DISTRICT
PART-A “TECHNICAL BID”**

Price Rs.520 /-



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

O/O THE Sr GMTD BALASORE-756001

NIT No. S-113/11-12/2

Dated at Balasore the 8th July 2011.

NOTICE INVITING TENDER

Wax/Cello tap sealed tenders are invited by Sr General Manager Telecom District, Balasore on behalf of BSNL from registered, experienced, bonafide, reputed firms/manufacture for repair of SMPS Modules(other than Ador make) in different exchanges under Balasore SSA.

TENDER SCHEDULE

Period of issue of tender document	Submission of Completed bid document	Opening of bid	Price of bid documents	Amount of EMD
On all working days at 10.30hrs to 13.30 hrs from 11-07-11 to 31-7-11	Up to 13.30 hrs of 01-08-11	15.30hrs of 01-08-11	Rs. 520/- (500+4%VAT)	Rs. 5,000/-

The above Tender is also available at the Balasore page of website: www.orissa.bsnl.co.in

1. Experience for repair of SMPS Modules with proof of billed amount of minimum one lakh in last two financial years (09-10 & 10-11), issued by an officer not below the rank of DGM/TDM of BSNL/MTNL/PSU or Equivalent cadre. The experience certificate issued by others i.e. DE, SDE etc will not be accepted.
2. The cost of tender documents/bid security will be accepted in the form of DD/Bankers Cheque of any scheduled bank drawn in favour of the A.O. (Cash), O/o the Sr GMTD, BSNL, Balasore payable at Balasore.
3. Tender documents can be had from SDE (Planning), O/o the GMTD, BSNL, Balasore on written application along with DD/BC of Rs. 520.00 (Rupees Five Hundred twenty only) towards the cost of tender paper (non refundable) with copy of experience certificate.
4. Solvency Certificate in original from the banker of the tenderer, with seal of the Bank & issue Letter No ,for an amount of Rs.1 lakh must be from a scheduled bank and shall not be older than the date of issue of NIT. No correction in date of issue will be allowed.
5. Submission of Tender: - The Tender papers completed in all respect shall be addressed to the AGM (HR & Admn), O/o the Sr GMTD, BSNL, Balasore and will be dropped into the Tender box available in his chamber or to be received by Regd. Post on or before 13.30hrs. of 01-08-2011. The bid received late will be returned unopened. The envelope shall be super scribed as "Tender for repair of SMPS module(other than Ador Make) in Balasore Telecom District". The tender received after the due date and time will be summarily rejected.

6. The tender paper can be downloaded from the official website. But while dropping, a D.D. of Rs.520/-(non refundable) in favour of AO (Cash), O/o the GMTD, BSNL, Balasore must be accompanied with the bid towards the cost of the tender paper. The GMTD, BSNL, Balasore will also not be responsible for any alteration/omission in the contents of the tender document either while uploading on the website or otherwise.
7. The Tender which is not accompanied by the requisite Bid Security shall summarily be rejected. The GMTD, BSNL, Balasore reserves the right to reject any or all Tenders without assigning any reason thereof. In case the last date falls on a holiday, the next working day will be treated as last date.

sd/-
Dy General Manager(CFA)
O/o Sr GMTD,BSNL,Balasore.

SECTION – I
BID FORM

Tender No: S-113/11-12/2

Dated 8th July 2011.

To

The Sr General Manager Telecom District,
Balasore– 756001.

Dear Sir,

Having examined the conditions of contract and specifications the receipt of which is hereby duly acknowledged, we, undersigned, offer to repair the SMPS modules (other than Ador make) in Balasore SSA in conformity with said conditions and specifications of contract.

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

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

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

Dated this.....day of.....(The year)

Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.. ..

Signature.....

Affix passport size photograph duly attested by a gazetted officer

SECTION-II
TENDERER'S PROFILE
General:

1. Name of the Bidder /firm _____
2. Name of the person submitting the tender whose Photograph is affixed Shri / Smt. _____

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

3. Address of the firm/proprietor/Individual
.....
.....

4. Postal Address.....

5. Tel. No. (With STD code) (O) (Fax).....[R]..... Mob.....

6. Registration & incorporation particulars of the firm:

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

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

7. Name of Proprietor / Partners/ Directors.....
.....

8. Bidder's bank, its address and his current account number.....
.....

9. Permanent Income Tax number, Income Tax Circle
.....

(Please attach a copy of last income tax return)

10. Capacity of module repairing per day (in numbers).....

11. Details of Technical Staff:

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

Place:

Date:

Signature of bidder / authorized signatory

Name of the bidder with Seal.

SECTION-III
INSTRUCTION TO BIDDER

A. TERMS & CONDITIONS OF THE CONTRACT

A.1. Scope of the Work: *The work relates to repairing of SMPS modules (other than Ador make) in the exchanges under the whole Balasore Telecom District. It is expected to undertake repair of 195 numbers of SMPS modules of 100A, 50A and 25A capacities & of different make approximately under this tender. However the above quantity may vary depending on the actual situation.*

SCHEDULE OF REQUIREMENT

S/N	Capacity of modules	ITI, Himachal Exicom, Amar Raja, HBL Knife, Infinity, DACS, XL & others if any	Total
1	25A	30 Nos.	30
2	50A	5 Nos.	5
3	100A	160 Nos.	160
Total		195 Nos.	195

A.2. BID DOCUMENTS;

The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

A.2.1 Qualifying Bid:

- a- Notice Inviting Tender.
- b- Bid Form.
- c- Tenderer's Profile.
- d- Instruction to Bidder.
- e- General (Commercial) Conditions of the contract.
- f- Agreement (Sample).
- g. Performance Bank Guarantee (Sample)
- h-.Certificate for non participation of near relatives of BSNL employees
- i-.Letter of Authorization for Attending Bid Opening
- j-Check List.
- k-Work Order Proforma

A.3. The rates agreed upon would remain valid through out the contract period of one year from the date of signing the agreement. However the Sr GMTD, BSNL, Balasore reserves the right either to extend of reduce the contract period in the interest of service and administrative grounds.

A.4. The modules are required to be repaired at the sites within the specified time of work order.

A.5. The contractor shall be responsible for all damages by fire, collision or accident and for all damage to property, persons or animals caused by this negligence or default or by the negligence or default of any of his agents, employees or nominees.

A.6. The contractor's security deposit or any balance there of remaining at the end of the contract shall not be returned to him until his accounts have been fully audited and settled and until the contractors has executed the usual "No Demand".

A.7. The terms and conditions of the tender shall also form part of the contract.

A.8. The contract may be absolutely determined and put to an end to by both the contracting parties by giving three calendar months notice in writing to the other of his/their intention to determine and put an end to the same.

A.9. The Contractor shall not demand undue charges, which are not stipulated in the contract or mentioned in the condition of the tender.

A.10. The GMTD, Balasore is at liberty to determine the contract forthwith and also order the forfeiture of the security deposit if in his opinion the performance of the work contracted is found to be unsatisfactory notwithstanding sum or sums of money which the contractor may be liable to pay to the BSNL under any of the condition of the tender or terms of the contract.

B. AMENDMENT OF BID DOCUMENTS;

B.1 At any time, prior to the date for submission of bids, the BSNL may, for any reason whether *suo motto* or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

B.2 The amendments shall be notified in writing or by telex or FAX or on website to all prospective bidders and these amendments will be binding on them.

B.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission / opening of bids suitably.

C. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS;

The bidder shall furnish the following documents as part of his bid documents establishing the bidder's eligibility,

C1. Bid Security in accordance to clause D of tender.

C2. Technical bid document duly filled in and signed by bidder or his authorized representative along with seal (seal for firms/company) on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.

C3. The copy of Experience certificate in repair of SMPS Modules etc. in BSNL with proof of billed amount of Rs. 1(one) lakh in last two years (09-10 & 10-11) issued by DGM/TDM of BSNL/MTNL/PSU or Equivalent cadre completed successfully as mentioned in NIT of this document. The experience certificate issued by an officer other than DGM/TDM of BSNL/MTNL/PSU or Equivalent cadre will not be accepted.

C4. Copy of PAN card.

- C5. The registration of the firm. Authenticated copy of registered partnership deed in case of partnership firm.
- C6. Solvency Certificate in original from the banker of the tenderer.with seal of the Bank & issue Letter No ,for an amount of Rs.1 lakh must be from a scheduled bank and shall not be older than the date of issue of NIT. No correction in date of issue will be allowed.
- C7. Bid Form duly filled in, as per section I.
- C8. Bidder's profile duly filled in, as per section II of the tender document.
- C9. Attested copy of "Power of Attorney" in case of person other than the bidder has signed the Tender documents.
- C10. VAT registration number (TIN number) and up-to-date VAT clearance certificate.
- C11. Service tax registration number supported with attested copy of registration certificate.
- C12. Valid contractor license.
- C13. Certificate for non-participation regarding near relatives of BSNL employee as per section-VII of tender document.

The original certificates/documents of the tenderer will be verified before opening of the financial bid.

D. BID SECURITY;

- D1. The bidder shall furnish, as part of his bid, the bid security (EMD) for an amount of Rs.5,000/- (Five thousands) as mentioned in the NIT. No interest shall be paid by the BSNL on the bid security for any period, what so ever.
- D2. The bid security is required to protect the BSNL against the risk of bidders' conduct, which would warrant the security's forfeiture.
- D3. Bid Security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Accounts Officer (Cash), O/o the GMTD, BSNL, BALASORE & payable at Balasore.
- D4. A bid not secured in accordance with Para D1 & D3 shall be rejected by the BSNL as non responsive.
- D5. The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of bid validity period as prescribed by the BSNL.
- D6. The successful bidder's bid security will compulsorily be converted to part of Performance security deposit.
- D7. The bid security shall be forfeited;
- D7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

D7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the BSNL or

D7.3 In case of a successful bidder, if the bidder fails:

- (i) To sign the agreement, Or
- (ii) To furnish performance Bank guarantee

E. TENDER SCHEDULE AND RATES TO BE QUOTED

E1. The tender schedule should be read in conjunction with construction specifications, terms and conditions of the tender, conditions of the contract and the tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the contractor by careful examination satisfied himself to the nature or works, the site condition, general and local condition, the labour conditions prevailing there of, the detailed description of works to be done and the way in which they are to be carried out within the time scheduled and all other matter which can, in any way, affect the work under the contract before giving his tender rates. The specifications for entire work are to be read together and not in isolation.

E2. The bidder shall quote the total composite price both in words and figures inclusive of all levies and taxes of works to be executed except service tax. Prices shall be quoted by the bidder in the financial bid part. Prices quoted at any other place shall not be considered.

E3. All corrections, addition also and alterations in the entries and tender papers will be signed in full by the tenderer with date. No corrections or overwriting shall be permissible unless attested under the signature of the tenderer with date.

E4. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as not-responsive and rejected.

E5. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial bid).

F. PERIOD OF VALIDITY OF BIDS:

F1. Bid shall remain valid for 180 days from date from opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE BSNL AS NON-RESPONSIVE.

F2. The BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 60 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

G. SIGNING OF BID:

G1. The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)

G2. The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

H. SUBMISSION OF BIDS

H1. Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following:

Envelope	Marked on the Cover	Contents of Envelope
First Inner	Bid Security & cost of the application form if downloaded from website	Containing Bid Security as per clause D.
Second Inner	Qualifying Bid	Containing documents as per clause C section III (except Bid Security) and Checklist at section IX.
Third Inner	Financial Bid	Containing Financial bid documents with rates duly quoted by the tenderer in the prescribed format.
Fourth Outer Envelope	As stated below	Containing the above 3 envelopes

On all these envelopes the name of the firm/contractor and whether "Bid Security" OR "Qualifying" OR "Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax / packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The tenders which are not submitted in above mentioned manner shall be summarily rejected.

H2. All envelopes (3 inner & one outer) must bear the following:

“Tender for SMPS module repairing (Other than Ador Make) in Balasore Telecom District “

- i. Address of the bid accepting authority
- ii. Name and address of the bidder.

(Tender No-S-113/11-12/2 Dated at Balasore 08-07-2011)

H3. The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

H4. Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

I. SUBMISSION OF BIDS;

Tender should be dropped in person in the tender box placed in the office of AGM (HR & Admn), O/o the Sr GMTD, BSNL, BALASORE before 13.30 hrs. of 01-08-2011 , as mentioned in NIT. It also can be submitted through registered post within the prescribed time limit. The GMTD Balasore will not be responsible for any postal delay or loss. The BSNL shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by or will not be allowed to be deposited in the tender box.

J. Postponement of Tender opening:

J1. Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the bidders who have purchased the tender documents and shall be at least one day before the original date of opening. If the date of opening of bids is

declared as holiday or a bandh occurs, the bids will be opened on the next working date at the same time and venue.

J2. The BSNL if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the-bids will be opened on next working day, time and venue remaining unaltered.

K. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

L. MODIFICATION AND WITHDRAWAL OF BIDS:

L1. The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (With Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

L2. No bid shall be modified subsequent to the deadline for submission of bids.

M. BID OPENING AND EVALUATION:

M1. The BSNL shall open the bids in the presence of bidders or his authorized representatives, at 15.30 Hrs on due date. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.

M2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

M3. The Bids shall be opened in the following manner:

M4. The bid opening committee shall count the number of bids and assign serial numbers to the bids.

M5. The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

M6. First the outer envelope containing the three envelopes is opened. The bid opening committee shall initial on all three envelopes with date.

M7. Among these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.

M8. The bidders who have submitted proper bid security as per tender document, their "QUALIFYING BID" shall be opened and papers / documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

M9. After recording of the "Qualifying Bid" the TOC will place all the financial bids submitted by the bidder in an envelope and will seal it with wax for keeping in safe custody.

M10. The Financial Bid shall be opened in the following manner;

M10.1 The envelope marked "Financial Bid," will be opened only for qualified tenders in "Qualifying bid".

M10.2. The date and time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in Qualifying Bid and their representative shall be allowed to attend the financial bid opening.

M10.3 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

N. CLARIFICATION OF BIDS BY THE BSNL:

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

O. PRELIMINARY EVALUATION;

O1. BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

O2. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.

O3. Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations.

O4. A bid, determined as substantially non responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

P. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

Only the financial bids of the substantially responsive bidders will be opened and the lowest bidder shall be determined on the basis of total cost as per the quantum of work mentioned in the clause A1 in Section-III of the tender document. In case the work order issued to two bidders, then the work will be distributed on geographical area basis. The decision of the GMTD Balasore will be final and binding in all such cases as mentioned above.

Q. AWARD OF CONTRACT;

Q1. The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

Q2. The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the contractor.

R. 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 annual the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action. The Department is also not bound to accept the lowest rate if the rates are not reasonable or inadequate competitive tenders are received.

S. ISSUE OF LETTER OF INTENT:

S1. The issue of letter of intent shall constitute the intention of the BSNL to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

S2. The bidder shall with in 21 days of issue of letter of intent, give his acceptance along with material security in conformity.

T. SIGNING OF AGREEMENT:

T1. The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL with in a week of submission of material security as per clause S2 above. It would be required to sign a contract agreement on non-judicial stamp paper of Rs. 50/-(Rupees one Hundred) only and the cost of the stamp paper has to be borne by the contractor, before the work is allotted to him. If the successful tenderer fails to sign the contract agreement by the stipulated date, the EMD (so deposited) will be forfeited by the BSNL and no claim will be entertained for the same afterwards.

T2. As soon as the tender is approved by the competent authority, the EMD/Bid Security deposited by the successful bidder shall be compulsorily converted into the performance security deposit, which will be held by the BSNL till the completion of warranty period.

SECTION-IV GENERAL COMMERCIAL CONDITIONS OF THE CONTRACT

A. GENERAL CONDITION

A1. The Sr GMTD, BSNL, Balasore reserves right to cancel / reject any tender if the same is found to be containing any false / fabricated documents/statements. Original of all documents shall be produced, if required, at the time of purchase of tender documents for scrutiny without which documents will not be issued.

A2. The Sr GMTD, BSNL, Balasore reserves the right to distribute the total repairing work amongst a number of contractors at the approved rates and on uniform terms and conditions.

A3. Transportation of modules from one site to another site if required for repairing will be the responsibility of the contractor.

A4. All tools for the work shall be provided by the contractor.

A5. The Sr GMTD, BSNL, Balasore will not be responsible to provide residential accommodation to the labourers employed by the contractor. All arrangements in this regard will be the responsibility of the contractor.

A6. The Sr GMTD, BSNL, Balasore reserves the right to increase or decrease the scope of the work without assigning any reasons.

A7. Conditional and incomplete tenders are liable for rejection.

A8. The Sr GMTD, BSNL, Balasore will not be responsible for any misprinting by the newspaper concerned. Tenderers are to contact the Tendering Authority and verify the facts in case of confusion.

A9. The Sr GMTD, BSNL, Balasore will also not be responsible for any alteration/omission in the contents of the tender document either while uploading on the website or otherwise.

A10. The General Manager, Telecom District is not bound to accept the lowest tender.

A11. No TA/DA will be allowed to contractor or his service engineer for any work.

A12. In case of any dispute arising out of the contract between the two contracting parties the decision of the General Manager Telecom District shall be final and binding.

B. WORK COMMENCEMENT & SUPERVISION.

B1. The work will be awarded to the contractor through the issue of work order. The work order will be issued in the prescribed format as per section X of this bid document by the SDO/SDE in charge of exchange to carry out repair work within a specified time.

B2. The time allowed is the essence of the contract on the part of the contractor and the work should be completed in all respects within the time as indicated in the work order. In event of quality of repair work being found low, the district authority reserves the right to terminate the contract. There after, the district authority will be free to get the work done through any alternate agency to

- be decided by it. Any excess amount required to be paid to the alternate agency to carry out the above work have to borne by the default contractor.
- B3. Also in case the contractor fails to undertake or complete the work in specified time, the district authority will have right to award the work to any other alternative contractor. The difference in cost of the work will be payable by the defaulting contractor. In addition, his security deposit, EMD shall be forfeited.
- B4. After completion of the work the work carried out by the contractor shall be checked by the supervisory officer nominated by the district authority.
- B5. The bill has to be submitted within 30days of completion of the work. The work must be completed within the stipulated period as specified in the work order.
- B6. In respect of the work not complying the above standard the district authority reserves the right to either allow proportionate rate or disallow the entire claim.
- B7. The contractor shall undertake the repair of SMPS modules at the site of the BSNL. The components required and to be used for such repair shall be procured and stocked by the contractor at his own cost.
- B8. The contractor shall not be allowed to use any unconventional hardware component other than those approved by the BSNL and passed buy the Quality Assurance Authority.
- B9. No repair in any case shall be carried out by the taken out components of the faulty Modules.
- B10. The decision of the DE/SDO/SDE in charge of the exchange concerned shall be final on the functional acceptability of the repaired modules. In case of module received from the contractor after repair is found to be unattended /un-repaired and so intimated to the contractor within two weeks time of receipt, the same shall be repaired free of charge and the counting of time or repair will be reckoned form original receipt of the modules by the contractor for repair.
- B11. The contractor shall not refuse to repair modules on the plea of the obsolescence or unavailability of spares.
- B12. Warranty period: The warranty period for repaired modules shall be 90days from the date of receipt of repaired module by the SDOs'/SDEs'. If the same module under warranty period goes faulty, the contractor shall carry out the repair of the module free of charge unless it is burnt.***

C. PAYMENT AND OTHER CONNECTED TERMS.

- C1. Payment will be made against the bill prepared by the contractor. The bills are to be submitted in duplicate and shall be accompanied with pre-receipt. The bills should bear machine printed serial numbers. Proper care should be taken to submit the bill within one month of the completion of the work.
- C2. On the receipt of bills, the nominated officer to certify duly countersigned by area AGM that, the work is completed in all respect as per the departmental specifications and the payments will be released there after only.
- C3. Taxes at the present prescribed rates shall be deducted from the gross amount of the bill.
- C4. Copy of challan in token of proof of payment of service tax by the contractor should be submitted quarterly to this office, failing which subsequent bills would not be paid.

C5. SECURITY DEPOSIT:

- (1) An amount to the tune of 2% of each bill of the contractor will be deducted from the bill amount towards security deposit.
- (2) The proceeds of the security deposit shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- (3) The security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
- (4) No interest will be paid to the contractor on the security deposit.

C6. PERFORMANCE SECURITY;

- (1) The successful bidder shall be required to deposit an amount of Rs.25, 000/- (Twenty Five thousand) towards performance Security. The EMD paid along with the tender shall be treated as part of the performance security deposit and the balance amount of the security deposit shall be paid in the form of Bank Guarantee from any scheduled Bank as per the prescribed format in section VI of tender document.
- (2) Performance Security shall also be submitted in the form of crossed Demand draft in favour of A.O. (Cash,) O/o the GMTD, BSNL, Balasore issued payable on any scheduled Bank at Balasore.
- (3) Performance Security shall be released after 6 (six) months from the date of expiry of contract period on production of "no dues certificate" from the SDO/SDE in charge of the work under countersignature of DE concerned.
- (5) 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. In this case the decision of GMTD, BSNL, Balasore will be final and binding on the contractor.
- (6) No interest will be paid to the contractor on the performance security deposit.

C7. Payment will be made through account Payee Cheque drawn on SBI, Balasore. The contractor is to intimate his bank account number and branch details for issuing cheques.

C8. The contractors shall submit the bills, based on the joint testing by the contractor and the representatives of BSNL for work executed duly verified in all respects by the site engineers and certified by the Divisional Engineer in charge. Payment will be made by the Accounts Officer (Cash), O/o the GMTD, BSNL, Balasore to the contractor against the bills normally within fifteen days of the receipt of the bills duly verified and certified.

C9. Any liquidated damages due shall also be recoverable from the bills submitted for payment by the aforesaid officers. The district authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.

C10. Penalty:

- C10.1 The time allowed for completion of the work as entered in the work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor. If the contractor fails to complete the work within the stipulated time, the contractor shall be liable to pay a delay penalty @ Rs.100/- per week or part there of per SMPS module up to 4 weeks delay, there after @ Rs.200/- per week or part there of per module up to next 4 weeks delay. Although beyond 8 weeks delay BSNL will have right to get a new module of same make or current cost of a new module of same make. In addition the Sr GMTD, BSNL, Balasore may rescind the contract for consistent poor performance. However the case of critical condition or emergency is exception to this clause. In that case the decision of the the Sr GMTD, BSNL, Balasore is final and binding on the contractor.
- C10.2 In case a Module is damaged by the contractor free of cost or a compensation equivalent to the actual current price of the module shall be payable by the contractor to the District Authority. This will be adjusted in the next bill and the contractor will not have any objection to this.
- C10.3 It is expected that contractor will repair all the modules / units handed over to them . In case repair of all the modules is not possible , then RNP (Repair Not possible) will only be allowed upto a maximum of 2% . Beyond 2% RNP , BSNL will have right to get a new module or current cost of a new module of same make.
- C11. Validity of contract:** The contract will remain valid for a period of one year from the date of signing of agreement. However the Sr GMTD, BSNL, Balasore reserves the right either to extend of reduce the contract period in the interest of service and administrative grounds.
- C12. The head of the SSA shall have the option to reallocate the job of module repair, which has been identified for poor performance, to other contractor.
- C13. Failure on the part of contractor to comply with any of the clauses of the contract shall constitute to be sufficient ground for termination of contract and the District Authority shall have right to forfeit the performance securities submitted to District Authority at the time of signing of the agreement.
- C14. Any sum of money due and payable to the contractor including security deposit if any refundable to him under this contract, it may be appropriated by the BSNL and set off the same against any claim of the BSNL for payment of a sum of money arising out of this contract or under any other contract made by the contractor with BSNL.
- C15. No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL or any other BSNL of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- C16. In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the event of the ' contractor failing to comply with any of the conditions herein specified. The the Sr GMTD, BSNL, BALASORE shall have the power to terminate the contract without any notice.
- C17. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the the Sr GMTD, BSNL, BALASORE on behalf of the CMD, BSNL can terminate the contract without compensation to the contractor. However the Sr GMTD, BSNL, BALASORE, at his

discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the Sr GMTD , Balasore shall be the final.

C18. As per Govt. of India's CCS conduct rule-4, no Govt. servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person. If any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. servant shall refer every such matter or contract to his superior official. This clause is applicable to all BSNL employees and in view of this, as soon as any BSNL employee becomes aware of the above aspect; his must intimate this to the prescribed authority. For non-executive employees this authority is SSA head/ Circle head/ Chief Engineer/ Chief Architect/ Corporate office under whom he is posted. For executive employees the prescribed authority for this purpose is Circle head/ Chief Engineer/ Chief Architect/ Corporate office under whom he is posted.

C19. Interpretation of the contract document; The representative of the Sr GMTD, BSNL, BALASORE and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to the Sr GMTD, BSNL, BALASORE whose decision shall be final.

C20. SAFETY, SECURITY & OBSERVANCE OF LABOUR LAWS

- (1) The contractor will be responsible for the safety and security of the material supplied to him by BSNL. He will ensure all the materials comprehensively to cover loss or damage due to theft, fire or any other reason.
- (2) The contractor will be responsible for the safety and security of the labour employed by him for execution of the work. He will be required to ensure each labourer as per labour laws. The contractor will ensure safe working by observing proper safety precautions.
- (3) The contractor will be required to abide by the labour laws enacted from time to time by central or state government. Maintenance and observance of any or all the statutory labour laws will be sole responsibility of the contractor. The claims arising out of inquiry, casualty or any thing else to the worker labourers employed by the contractor will be sole responsibility of the contractor.
- (4) Under the provision of the workmen's compensation Act that in case of any compensation is paid by the BSNL to a work man labour employed by the contractor in execution of the work, the same will be recovered from the contractor either from the bills preferred by him or by adjustment from his security money.
- (5) The contractor could ensure that no labourer below the age of eighteen years is employed by him on the work.
- (6) The contractor shall employee with all the rules framed by the Govt. from time to time for protection of health and sanitary arrangements for the worker employed by them.
- (7) The contractor shall maintain a register of accidents in such form as may be convenient at the work place. Also other necessary registers are to be maintained by the contractor for labourers employed by him.
- (8) The the Sr GMTD Balasore does not take any responsibility for engagement of any labourer by the contractor during the course of work.

C21. If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other *ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance* on account of which he desires such

extension as aforesaid. In this regard the decision of the Sr GMTD, BSNL, BALASORE shall be final.

C22. Rescission / Termination of contract

22.1 Under the following conditions the competent authority may rescind the contract.

- i. If the contractor commits breach of any item of terms and conditions of the contract,
- ii. If the contractor suspends or abandons the execution of work
- iii. If the contractor had been asked to rectify / replace any defective work and he fails to comply with the requirement within the specified period.

22.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.

22.3 The un-executed work shall be got executed through any other qualified bidder from amongst the bidders, who participated in the bidding process and as decided by the Sr GMTD, BSNL, BALASORE. The BSNL may get the unexecuted work completed through any other contractor approved in BALASORE Telecom. Dist. at the approved rates of that particular section or to execute the work departmentally, at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor for any loss caused to him by such an action by the BSNL. In this regard the decision of the Sr GMTD, BSNL, BALASORE shall be final and binding. In all these cases, the extra expenditure incurred due to getting the work done by any other means will be borne by the contractor.

22.4 The certificate of the AGM in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

22.5 Termination for Insolvency:

The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has increased or will increase thereafter to the BSNL.

C23. FORCE MAJEURE:

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

SECTION-V

AGREEMENT FOR REPAIR OF SMPS MODULES (Other Than Ador Make) IN BALASORE SSA (SAMPLE)

This agreement is entered between Shri.....The Sr General Manager Telecom District, Balasore for and on behalf of Bharat Sanchar Nigam Limited.

AND

Shri.....

S/o.....

At/Po.....Dist..... on this day of for repair of SMPS Modules(Other than Ador make) in Balasore Telecom District under jurisdiction of Sr General Manager, Telecom District, Balasore.

Where as response to the Tender Notice No S-113/2011-12/2 Dated issued by the Sr General Manager Telecom District, Balasore, Shri.....has been declared as successful contractor for repair of SMPS Modules(Other than Ador Make) in the jurisdiction of Sr General Manager Telecom District, Balasore.

Shrihere by undertake to carry out the work for repair of SMPS Modules in the Balasore Telecom District for a period of one year starting from the date of execution of the agreement at the rate as per tender finalized in his favour and to the terms and conditions laid down in the approved tender.

Shri.....also undertake to carry out the work throughout the year at the same approved rate and according to the BSNL standard and up to the satisfaction of the Sr General Manager, Telecom District, Balasore.

Shri.....further undertake to fully abide by the terms and conditions as stipulated in the Tender Notice No S-113/11-12/2 Dated referred to above and shall make good any loss caused to the Telecom District or any other Government department or private body or to the public.

Signature of the Contractor
Name:
Address:

Sr General Manager, BSNL,
Telecom District, Balasore

Signature of Witness 1
Name:
Address.....

Signature of witness:
Name:
Address:

Signature of Witness 2
Name:
Address.....

SECTION-VI
FORMAT FOR BANK GUARANTEE (SAMPLE)

We.....Of..... having our registered office at..... are bound unto BSNL, Balasore in the sum of -----for which payment will truly to be made of the said Department ,the Bank binds itself, its successors and assigns by these presents.

1. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, out liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....)

2. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

3. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the GMTD, BSNL, Balasore certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before (Date), we shall be discharged from all liabilities under this guarantee thereafter.

4. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

5. We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

This guarantee will remain in force up to and including (date).....and any demand in respect thereof should reach the Bank not later than the above date.

Dated the

For
(The name of the Bank)

SECTION VII

Certificate for non-participation of near relatives of BSNL employee in the tender

I.....Sri.....
.....S/o-.....At-
.....PO-.....Dist-

..... hereby certify that none of my relatives as defined in the tender document is/ are employed in BSNL as per details given in the tender documents. 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.

Note: The near relatives for this purpose are defined as:

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

Signature of the tenderer

SECTION-VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number _____

Subject: Authorization for attending 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

I

II

Name

Specimen Signatures

Alternate

Representative

Signature of bidder
Or

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

No.1. Maximum of one representative will be permitted to attend bid opening.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION – IX

CHECK LIST

The bidder will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected.

1. Bid Security in accordance to clause no. –‘D’ of Section-III.
2. Technical bid document, in original, duly filled in and signed by tenderer or his authorized representative along with seal (seal for firms/company) on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
3. The copy of Experience certificate issued by the competent authority. The experience certificate issued by an officer below the rank of DGM/TDM of BSNL/MTNL/PSU or Equivalent cadre will not be accepted.
4. Attested copy of PAN card.
5. The registration of the firm. Authenticated copy of registered partnership deed in cases of partnership firm.
6. Solvency Certificate from the banker for the tenderer is Rs.1 lakh. The solvency certificate must be from Scheduled bank and shall not be older than the date of issue of NIT. No correction in date of issue will be allowed.
- 7 Bid Form duly filled in, as per section I.
- 8 Tenderer's profile duly filled in, as per section II of the tender document.
9. Original "Power of Attorney" in case person other than the Tenderer has signed the Tender documents.
10. Valid Contractor License
- 11.Sales Tax /VAT registration number (TIN number) and up-to-date sales tax / VAT clearance certificate.
12. Certificate for non-participation of near relatives of BSNL employee as per the format prescribed in the tender document.
13. Service tax registration number supported with attested copy of registration certificate.
14. All documents submitted as Xerox to be self attested by the bidder.

(The original certificates/documents of the tenderer will be verified before opening of the financial bid.)

SECTION -X
WORK ORDER FOR PP SMPS MODULE/UNIT REPAIRING PROFORMA

From

SDOT/SDOP/SDE
..... (Area)

To

.....
.....
.....
(Vendor Name & Address)

Work Order No :-

Work Order Date :-

Work Completion Date :-

SUB :- **Work Order for repairing of Powerplant SMPS Module / Control Cct**

Details of repairing Work

SI No	Item Name	Make	Capacity	Item Serial No	Exch Name
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

**Countersigned By
Concerned AGM**

**Signature and Seal
of WO Issuing Authority**

Copy to

1) AGM (HR & ADMN) o/o GMTD Balasore

N.B.

The Following delay penalty applicable after expiry of WO completion date.

a. A delay penalty @ Rs.100/- per week or part there of per SMPS module up to 4 weeks delay

b. there after @ Rs.200/- per week or part there of per module up to next 4 weeks delay

c. beyond 8 weeks delay BSNL will have right to get a new module of same make or current cost of a new module of same make

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o the General Manager, Telecom District
Balasore – 756001.

NIT No: S-113/2011-12/2

Date: 8th July 2011

BID DOCUMENT



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

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

**TENDER
FOR
RAPAIRING OF SMPS MODULES
(other than Ador make)
IN
BALASORE TELECOM DISTRICT**

PART-B “FINANCIAL BID”

SECTION – XI

FINANCIAL BID

TENDER No: S-113/2011-12/2

Dt 08-07-2011

Sub: Offering of rates for repair of SMPS Modules(other than Ador make) in Balasore Telecom District

Dear Sir,

Having examined the scope of work, terms and conditions of this tender/ bid document, we, hereby offer to undertake execute the contract for repair of SMPS modules in Balasore SSA, in conformity with the tender conditions for the rates as mentioned below inclusive of all taxes except service tax.

Sl. No.	Description of Items	Repairing Cost / Unit	
		In Figure	In Word
01.	25 Amp SMPS Module (ITI, Himachal Exicom, Amar Raja, HBL Knife, Infinity, DACS, XL & others if any)		
02.	50 Amp SMPS Module (ITI, Himachal Exicom, Amar Raja, HBL Knife, Infinity, DACS, XL & others if any)		
03.	100 Amp SMPS Module (ITI, Himachal Exicom, Amar Raja, HBL Knife, Infinity, DACS, XL & others if any)		

Place
Date:

Signature of the Bidder/ Tenderer