



BHARAT SANCHAR NIGAM LIMITED

**(A Govt. of India Enterprises)**

**O/o General Manager (CMTS), Odisha Telecom Circle**

**2<sup>nd</sup> Floor, Telephone Exchange Building, BJB Nagar,**

**Bhubaneswar-751014, Odisha**

**BID DOCUMENT FOR**

REPAIRING OF SMPS P/P MODULES

IN CMTS unit , Odisha Circle

**BID NO GM/CMTS/BID/PP /2013-14/3**



**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)  
**O/o General Manager (CMTS)**  
**Odisha Circle, BJB Nagar,**  
**Bhubaneswar- 751014**

No: GM/CMTS/BID/PP /2013-14/3

dated 09 .07.2013

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**Section-I**  
**NOTICE INVITING BID**

**“Bid for Repair of SMPS Power Plant Modules in CMTS unit, Odisha Circle”**

No: GM/CMTS/BID/PP /2013-14/3

dated 09.07.2013

1. Wax / Tape sealed bids are invited for and on behalf of BSNL by the General Manager (CMTS), Odisha Circle, Bhubaneswar for repairing of SMPS power plant modules working in CMTS unit from those contractors/parties, who have sufficient knowledge and experience in this field. The detail is as under:-

Name of Work	Estimated contract value	EMD	Price of Bid Document	Sale of bid document	Last date of receipt of bids	Date of opening of bid
Bid for Repair of SMPS Power Plant Modules In CMTS unit, Odisha Circle	Rs 7,04,000/-	Rs. 15,000/-	500+5 % VAT = Rs. 525/-	From 11-07-2013 to 25-07-2013  Between 10.00 to 13.00 Hrs. On all working days	25-07-2013 at 15:00 hrs	Technical Bid at 16:30 hrs. on dated. 25-07-2013 &  Financial Bid will be intimated later on

**2. Eligibility Condition:-**

- i) The bidder should have experience of successfully executing the work of repair of SMPS Power Plants/modules in Govt. Dept. / MTNL / BSNL / DOT/PSU/ Licensed Telecom Service Provider/Licensed Infrastructure Provider for a minimum amount of Rs.2,00,000/- in last three financial years (FY 10-11, 11-12 & 12-13). Experience certificate should be issued by an officer in the company's letter head not below the rank of AGM / DE/O&M head of circle or Equivalent.
  - ii) The bidder should be registered for Service Tax with concerned department.
  - iii) The bidder should have Valid PAN card.
  - iv) Bidder whose near relative(s) is/are employed in BSNL is not eligible to participate in the bid.
3. Intending bidders may obtain copy of the bid document containing commercial terms and conditions as per schedule and on payment of price indicated above

on working days. The payment will be accepted in the form of pay order or demand draft drawn on any scheduled bank in favour of AO (Cash), O/o GM(CMTS), Bhubaneswar payable at Bhubaneswar.

4. Bid document can also be downloaded from our web site [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in). In such case, a DD of an amount equal to the price of bid document drawn in favour of Account Officer (Cash), O/o-GM(CMTS) Bhubaneswar, payable at Bhubaneswar must be enclosed along with the technical bid. **The bid without DD of requisite amount will not be considered.**
5. Bid completed in all respect, addressed to AGM (NWP-II), O/o GM(CMTS), BSNL, BJB Nagar Telephone Exchange building, 2<sup>nd</sup> Floor, BJB Nagar, Bhubaneswar-751014 should reach as per schedule on the date and time mentioned above.
6. If bid opening day is declared as holiday, the bid will be opened on the next working day.
7. The GM(CMTS), Bhubaneswar reserves the right to reject any/all the bid(s) without assigning any reason thereof.

AGM (NWP-II)  
O/o G.M.(CMTS). Bhubaneswar.  
Tel. No. 0674-2431000

**SECTION-II**

**BIDDER'S PROFILE & OTHER DETAILS**



**(A.) General :**

1. Name of the bidder/Firm.....  
.....
2. Name of the person submitting the bid whose photograph is affixed  
Shri/Smt.....

In cases of proprietors/partnership firms the bid has to be signed by proprietor/partner only (as the case may be) and in case of private/ public limited Company by the M.D of the company or by the authorized representative of the company.

3. Address of the Firm  
.....  
.....  
.....
4. Telegraphic address  
.....  
.....
5. Tel. NO (With STD Code)  
(O)..... Fax..... (R).....  
Mobile .....

6. Nature of the firm: (Please tick the appropriate)

- i. Proprietorship
- ii. Partnership
- iii. Private Ltd.
- iv. Public Ltd.

(Please attach attested copies of document of registration/ incorporation of your firm with the competent authority as required by Business Law)

7. Name of the Proprietor/Partners/Directors

.....  
.....  
.....

8. Bidders Bank Details

- i. Name of the Bank .....
- ii. Branch and its code .....
- iii. Account No(s) .....

9. Permanent Income Tax Number (PAN) .....

10. Service tax number: .....

**It is declared that the information furnished above is true and correct and I shall abide by all terms & conditions of this bid and corrigendum issued for this bid (if any).**

### Section-III

#### BID FORM

Dear Sir,

1. Having read the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services with the conditions of contract and specifications for the sum shown in the schedule of quoting rates attached herewith and made part of this bid.
2. We undertake to enter into agreement within 15 days of being called upon to do so and bear all expenses including charges for stamp papers etc. and agreement will be binding on us.
3. If our bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10 % of the contract value 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 technical bid opening and it shall remain binding upon us and may be accepted of any time before 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 replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Signature of the bidder with Seal

Date:

## SECTION-IV

### TERMS AND CONDITIONS

#### 1. Eligibility Condition:-

- (i) The bidder should have experience of successfully executing the work of repair of SMPS Power Plants/modules in Govt. Dept. / MTNL / BSNL / DOT/PSU/ Licensed Telecom Service Provider(TSP)/Licensed Infrastructure Provider(IP) for a minimum amount of Rs.2,00,000/- (Rupees Two Lakhs ) in last three financial years (FY 10-11, 11-12 & 12-13). Experience certificate should be issued by an officer in the company's letter head not below the rank of AGM / DE/O&M head of circle or Equivalent.
- ii. The bidder should have valid PAN.
- iii. The bidder should have valid EPF & ESI registration certificates.
- iv. The bidder should be registered for Service Tax with concerned department.
- v. Bidder whose near relative(s) is/are employed in BSNL is not eligible to participate in the bid.

The near relative(s) means:

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

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

#### 2. SUBMISSION OF BIDS:-

Bid should be submitted in three envelopes placed inside a 4<sup>th</sup> envelope. These envelopes should contain the following:

Envelope	Marked on the cover of envelop	Content of envelope
First	Bid Security	Containing of Bid Security and cost of bid in case bid document is downloaded from website.
Second	Techno Commercial bid	Containing the <b>Part-A(Technical Bid)</b> of the bid document along with the required documents as per <b>clause-25 of section -IV</b>
Third	Financial bid	Containing the <b>Part-B(Financial Bid)</b> with rates duly quoted by the bidder in the prescribed format



The name of the firm and whether “Bid Security” or “Techno Commercial bid” or “Financial bid” must be clearly mentioned on these individual envelopes and should be properly sealed. Content of envelope shall be marked over it as stated above. These 3 envelopes are to be placed inside an outer 4<sup>th</sup> envelope which shall be properly sealed (packing PVC tapes/Sealing Wax) and marked with **Personal Seal. The name and address of the bidder should be mentioned on all four envelopes, bear (item name),the tender No. & the words “DO NOT OPEN BEFORE” (due date & scheduled opening time) and addressed to AGM (NWP-II) O/o GM(CMTS) ,BJB Nagar Telephone Exchange Building,2<sup>nd</sup>Floor,Bhubaneswar-751014. The bids, which are not submitted as per above mentioned procedure will be summarily rejected.**

3. The Sealed Cover Bids should be addressed to AGM (NWP-II), O/o GM(CMTS) Bhubaneswar super scribed on top of each envelope “Bid for Repair of SMPS Power Plant Modules in CMTS unit,Odisha circle”. The same shall be dropped in the bid box placed in the office of AGM (NWP-II) O/o GM(CMTS) Bhubaneswar as per the schedule mentioned in NIT. The bids received by post or courier service after due date and time will not be entertained. The submission of more than one bid by the same person under different names shall be out rightly rejected.
4. The bid will be opened as per the schedule given in NIT in the conference hall, O/o GM (CMTS), BJB Nagar, Bhubaneswar in the presence of bidders or their authorized representatives who wish to be present at their own cost. If the bid opening day happens to be holiday then the same will be opened on next working day.
5. The rates shall be quoted in figures as well as words and should be inclusive of all taxes, duties and other levies, etc. **but exclusive of service tax.** If rates quoted of any item found different in figure and words, then rates quoted in words will be treated as final. Correction, in any must be signed in full by the bidder; otherwise the bid is likely to be rejected. The conditional and incomplete bids are liable to be rejected.
6. **Forfeiting of bid security:-** The bid security may be forfeited on the following grounds:
  - 6.1 If a bidder withdraws his bid during the period of bid validity (i.e 180 days from date of technical bid opening) specified in the bid document  
OR
  - 6.2 If the bidder makes any modifications in the terms and condition of the bid before acceptance of the bid, which are not acceptable to the BSNL  
OR
  - 6.3 If the documents submitted by bidders are found to be false/forged at any stage.  
OR
  - 6.4 In case of successful bidder, if the bidder fails to sign the agreement in accordance with bid condition or fail to deposit performance security in accordance with bid conditions.

7. **PERFORMANCE SECURITY DEPOSIT:-**

- i) 10 % of the value of contract as per NIT for due and proper performance of the contract.
- ii) On acceptance of the bid, the EMD will be converted into part performance security. In addition, the successful bidder shall be required

to make the additional Security deposit for an amount = “10 % of the contract value as per NIT minus the amount of Bid security/EMD” as performance security in the form of Bank Guarantee from a nationalized Bank valid for 18 months in favour of Account Officer (Cash) BSNL O/o GM (CMTS), Bhubaneswar within 15 days of acceptance of the bid and also enter into an agreement within this period. If the bidder fails to deposit the performance security & enter into an agreement, the converted security deposit shall stand forfeited, unless the time given is extended by the GM(CMTS) Bhubaneswar for valid reasons.

- iii) The performance security deposit bears no interest and shall be refunded to the contractor after expiry of validity of the Bank guarantee subject to, receipt of necessary certificates from the field officers about satisfactory performance of SMPS modules during warranty period.
8. The bidders (SSI) who are registered with National Small Scale Corporation under Single Point Registration scheme are exempted from bid security up to the amount equal to their monetary limit. In case of bidder, having monetary limit as no limit the exemption will be limited to Rs.50,00,000/- (Rs. Fifty Lakhs) only as per the existing policy of BSNL. A proof regarding current registration with NSIC for the tendered item will have to be attached along with the bid.
9. BSNL will not be liable to pay any interest on Earnest Money or Security deposit that is in its custody. BSNL also reserves the right to forfeit the Earnest Money/Security deposit to BSNL if the bidder before or after acceptance of the bid fails to comply with any terms and conditions set out above or in any other contract agreement which may drawn as a consequence of this bid.
10. The earnest money of unsuccessful bidders shall be refunded after signing the agreement or after cancellation of a bid to the bidders in accordance with the rules of the BSNL in due course.
11. The bid quoted should be valid for 150 days from the date of opening of the bid.
12. The bidder should sign on each page of bid document & certificates attached with the qualifying bid. The documents and certificates attached without signature by the bidder on each page will be summarily rejected.
13. If any information submitted by the bidder is found incorrect at any time, the bidder will be black listed.
14. No conditional bid will be accepted. Submission of more than one bid under different names is prohibited.
15. Any attempt made to negotiate directly or indirectly with the authority to whom the bid has been submitted or to make attempt to secure any interest for any prospective or to exert influence by any means for acceptance of particular bid will render the bid liable to be rejected.

16. The GM (CMTS) Bhubaneswar reserves the right to award a part or whole of the bid to one or more than one bidder.
17. **Evaluation Criteria:**  
L-1 bidder will be decided on composites basis as there are more than one item as per the formula: [**Evaluation methodology:  $(A * Qty + B * Qty + C * Qty) / (Total Qty)$** ]. The power of acceptance of the bid will rest with the GM (CMTS) Bhubaneswar, who is not bound to accept the lowest or any bid. GM (CMTS) Bhubaneswar also reserves the right to award the work in the CMTS unit either to a single or to more than one bidder.
18. Normally the bid is accepted whose quoted rates are found to be lowest as per the evaluation criteria above but the GM(CMTS) Bhubaneswar is not bound for such acceptance. Also, GM (CMTS)Bhubaneswar reserves the right to go for negotiations with the L-1 bidder only to arrive at a suitable rate in the interest of the company.
19. The BSNL reserves the right to carry out the work in part or in full through department or through other contractor/agencies. The GM (CMTS) Bhubaneswar reserves the right to appoint one or more contractor for the job.
20. Work will be awarded to the approved L-1 bidder on weighted average basis on all the items taken together. [**Evaluation methodology:  $(A * Qty + B * Qty + C * Qty) / (Total Qty)$** ]. However, GM(CMTS) reserves the right to award the work to both L1 & L2 qualified bidders, if required, on lowest approved rate ie L1 rate and the quantum of work would be divided between L1 & L2 bidders, if desires so.
21. **Validity of the contract:** The rates accepted & approved will ordinarily be operative for a period of one year only from the date of agreement. Bid can be extended on mutual consent by another six months at the same rates and terms & conditions. The GM (CMTS), Bhubaneswar also reserves the right to reduce the period of bid.
22. **Right to vary quantities:** The contract value of the bid is as per NIT. However,  
a) BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.  
b) GM (CMTS) also reserves the right for placement of additional order or up to 50% of the additional quantities of goods & services obtained in the running tender/Contract within a period of 12 months from the date of acceptance of the tender at the same rate and terms and conditions.  
c) In exceptional situation when the requirement is in emergent in nature & it is necessary to ensure continued services from the existing bidder, GM(CMTS) reserves the right to place the repeat order up to 100% of the quantities/services contained in the running tender/contract within a period of 12 months from the date of acceptance of the contract at the same rate and terms and conditions.
23. In case of death of contractor during the period of the contract, GM (CMTS), Bhubaneswar at his opinion either immediately terminate the agreement or may allow the surviving partner/legal heir of the contractor to complete the contract as per agreement. **S**
24. **SUBMISSION OF DOCUMENTS:** The bidder should submit the following documents with the Technical Bid duly attested, failing which the bid will not be entertained.  
a) **Bid Security:** Bid security shall be deposited in the form of Crossed Demand

Draft issued from any scheduled bank drawn in favor of Account Officer (Cash),O/o GM(CMTS),BSNL, Bhubaneswar payable at Bhubaneswar. The Bid form submitted without bid security will be summarily rejected.

**b) Part-A (Techno-Commercial bid):**

- i) Attested copy of experience certificate as mentioned in NIT.
- ii) Attested copy of Service Tax registration certificate.
- iii) The registration certificate of the firm.
- iv) Attested Copy of PAN certificate.
- v) Memorandum of Association (MOA)/Partnership deed/Certificate of Sole proprietorship whichever is applicable.
- vi) No near relative certificate as per Section VI. If it is a Partnership Firm/Company from all partners, of the firm/all directors of the company.
- vii) Bid form duly filled in, as per Section III.
- viii) Bidder's profile dully filled in, as per Section II of the bid document.
- ix) Original "Power of Attorney" if applicable.
- x) Documentary proof of having adequate establishment, equipment for repair of SMPS Modules.
- xi) Cost of bid document as per NIT to be deposited in the form of Pay order or Crossed Demand Draft issued from scheduled bank, drawn in favour of Account Officer (Cash) BSNL O/o GM (CMTS),Bhubaneswar payable at Bhubaneswar, if the bid document is downloaded from our web site.

**NOTE :**

1. **The documents should be attested by a Gazette Officer/Notary Public with date.**
2. **Original documents should be produced before the award of contract.**

**c) Part-B(Financial Bid): As per the Section-I.**

25. The contractor shall receive all letters addressed to him by the concerned officer-in-charge working in the CMTS unit either personally or through his authorized agents, failing which letters will be posted to him. The officers will not be responsible for non-receipt or late-receipt of letters. The content of these letters shall be binding on the contractor as if these were received by the contractor on the date of posting.
26. The bidder should have his established office & workshop in Bhubaneswar and full address of the office along with telephone number should be supplied to the AGM (NWP-II) O/o GM (CMTS) Bhubaneswar at the time of agreement.
27. The faulty modules will be handed over to the approved bidder for repair by the concerned SDE/JTO In charge at Bhubaneswar.
28. One SDE/JTO level officer of this office shall be designated as Nodal officer. A register jointly signed by Nodal Officer and approved bidder should be maintained with full details about faulty P/P module such as module no, make, date of h/o, date of repair, nature of fault found, detail of missing components of module etc.
29. All the modules handed over to the approved bidder for repair will be returned in O.K. condition to the Nodal officer at Bhubaneswar, whatsoever may be the fault type.
30. The modules under Warranty/AMC will not be handed over for repair by BSNL.

31. The stickers as a seal with the date of repair will be put by the contractor on one of the screw of the front part of each repaired modules.
32. The modules having above seal/sticker will be repaired free of cost if it goes out of order within warranty period of **Six months**.
33. The original spares of the “Make of the Modules” shall be used for replacement in faulty modules at the cost of the contractor. The repair includes the cost of the spare(s) to be replaced and the service charges.
  
34. The faulty SMPS Power Plant Module taken by the approved bidder will be returned after repair **within 15 days** from the date of receipt of the modules.
35. The approved bidder shall be fully responsible for any loss/breakage of any part during repair/transportation and loss on the account will be recovered from contractor’s bill.
  
36. **TERMINATION OF BID/CONTRACT & FORFEITING OF SECURITY DEPOSITS:**  
The bid/contract will be terminated and security deposit will be forfeited on the following grounds:
  - i) If the bidder fails to comply with any of the clause of the terms & conditions.  
Or
  - ii) If any of the information furnished by the bidder is found to be incorrect.  
Or
  - iii) If the approved bidder subcontracts/sublets his bid contract to any other Person/firm/company.

### **38. FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part of either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happening, of any such eventuality is given by either party to the other within 21 days from the occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim damage 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.

39. **ARBITRATION:** if there is any dispute of any kind in the interpretation of any clause in terms and conditions of contract, the matter will be referred to CGMT Odisha Circle-Bhubaneswar or any other person nominated by him on behalf of whom decision will be final and binding. The jurisdiction of Civil Court shall be at the head quarter of GM(CMTS) Bhubaneswar.

## SECTION-V

### SPECIAL TERMS & CONDITIONS

1. All types/makes of Modules 25A/50A/100A of SMPS Power Plants shall be covered under the contract for repairs.
2. Only faulty serviceable modules will be offered for repairs.
3. Qualified bidder will not declare more than 3 % modules as irreparable, out of the modules taken over for repairs, otherwise Penalty @ double the repairing cost of module declared as irreparable, beyond permissible limit of 3%, will be recovered from contractor's bill/security or Contractor shall replace the module free of Cost.
4. The modules shall be repaired by the contractor either at BSNL premises or at its own Repair Center. Entries shall be made in the Log Book maintained with the Nodal officer.
5. Modules will be repaired within 15 days from the date of offering of modules for repairs.
6. Liquidated damage charges @1% of value of the delayed work per day subject to maximum of 12% of the total contract value against any specific work order shall be recovered from the bills of the bidder for delay in repairs beyond the period specified as per clause-5 above.
7. The faulty modules will be received by the approved bidder from the Nodal officer at Bhubaneswar.
8. The concerned SDEs will maintain a register/history sheet showing module no., date of fault, date of repair, date of warranty etc. Necessary certificate will be given while forwarding the bills to Nodal officer.
9. Contractor shall give minimum guarantee of six months for the repaired modules from the date of repair. The approved bidder will affix guarantee slip with S. No. , Lot No. and date of repair on each repaired Module with his signatures. He shall carry out free repairs, if any, within the guarantee period.
10. After repairs, the bidder shall handover the repaired modules to the Nodal officer. The In charge of Power Plant shall further make necessary entries in the stock registers for the repaired SMPS Modules received from the bidder, test the same and give certificate.
11. The bidder will be responsible for any loss/damage caused to the modules during the period of his custody and cost of loss/damage will be recovered from the contractor's bills. Decision of GM(CMTS) Bhubaneswar shall be final and acceptable to the contractor.
12. The rates quoted should be inclusive of all taxes, cost of spare parts, labour, transport charges etc. No extra payment will be made except Service Tax, which will be paid extra at the prevalent rates.
13. The bidder shall deploy trained staffs fully conversant with the repairs of modules of 25A /50A/100A of SMPS PP. Frequent change of service personnel shall be avoided.
14. No transportation, packing, handling charges etc. shall be given to the approved bidder separately.

## **15. Payment of Bill:**

- (i) The payment will be made within 30 days of submission of bills complete in all respect in r/o repaired modules of 25A/50A/100A of SMPS type P/P duly checked & accepted by the DE /SDEs concerned. The bill should be accompanied by the proof of submission of service tax of previous month.
  - (ii) All payments are subject to production of proper bills in duplicate (duly verified by SDE & DET concerned) by the approved bidder after observing usual BSNL procedure. Payment will be made by A.O. (Cash) BSNL O/o G.M.(CMTS). Bhubaneswar by A/c payee cheque only in the name of the approved bidder.
  - (iii) The BSNL reserves the right to get the faulty modules of 25A/50A/100A of SMPS PP repaired by its own maintenance staff and bidder shall have no objection to such repairs and shall not place any claim with the BSNL on this account.
16. If the approved bidder 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 approved bidder pending bill/security deposit.
  17. ***The approved bidder or his labour or staffs will not claim any appointment temporary or permanent in BSNL whatsoever. The bidder must comply & abide by all the labour laws, statutory laws and provisions as applicable from time to time.***
  18. The G.M (CMTS). Bhubaneswar reserves the right to suspend any schedule item/items temporarily or permanently.
  19. G.M.(CMTS). Bhubaneswar shall have powers to make any alterations, modifications, additions to or any substitution for the original specification and instructions that may appear to him be necessary during the progress of work and the bidder shall carry out the work in accordance with any instructions which may be given to him in writing signed by the G.M.(CMTS). Bhubaneswar or any subordinate officer and such alternation, modifications, addition or substitution, shall not invalidate the contract. Any altered, additional or substituted work, which the bidder may be directed to do in the manner specified above as part of the work, shall be carried out by him on the same condition in all respect in which he agreed to do the main work.
  20. G.M (CMTS) Bhubaneswar also reserves the right to divert any bidder anywhere throughout the CMTS unit where found necessary at existing approved rates.
  21. The offer when accepted will constitute a binding contract upon the bidder to supply the goods/services on demand or within the period prescribed by this office or its subordinate units in the written orders placed in this regard.
  23. No extra charges such as Octroi and Transportation etc will be paid to the bidder by BSNL.
  24. The material/spare parts to be replaced should be of as per the specification already working in the power plant. The material of any other specification will not be accepted.
  25. The material/spare parts that are found to be of inferior quality or not being according to the Specifications will be rejected at the cost of supplier.
  26. All the items/spares purchased for replacement will be shown to Nodal officer before carrying out the work.
  27. Components damaged by the bidder or his worker due to negligence or mishandling or due to unskilled working will have to be replaced by the bidder free of cost.
  28. The accepted rates will be operative for one year from the date of agreement. The

G.M.(CMTS).Bhubaneswar may extend or reduce the period if necessary as per administrative convenience.

29. The jurisdiction of the civil court shall be at the Head Quarter of the G.M.(CMTS), Bhubaneswar.

30. BSNL reserves the right to carry out the work in part or in full departmentally or through any other contractor. BSNL also reserves the right to appoint one or more contractors for this job.

**31. JOB DESCRIPTION**

The bidder should familiarize himself fully with the job before quoting the rates.

- (i) The material used by the bidder should be of standard make as per latest specification. The components found to be of inferior quality and not being according to the specification will be rejected at the cost of bidder.
- (ii) The bidder shall repair all types of Modules at their premises/repair center as per mutual convenience. The modules are to be collected and delivered back after repair, to the concerned power plant in charge at bidder's own cost.
- (iii) All the works are to be carried out as per company specification and to entire satisfaction of DET/SDE in-charge of the unit.
- (v) The bidder shall have to arrange all tools etc. required during maintenance/service. No such material shall be supplied by BSNL .
- (vi) No skilled/Unskilled staff shall be provided to the bidder for carrying maintenance/servicing.



## SECTION - VI

### CERTIFICATE REGARDING NON-RELATIVE WORKING IN DOT/BSNL

1. The bidder or his staff shall not be a working officer/official of the DOT / BSNL. The near relatives of all BSNL, employees (non-executive employees working in CMTS unit (name of unit) & executive employees (also called Group-A & Group-B officers) working in Odisha Telecom Circle (name of unit) either directly recruited or on deputation are prohibited from participation in this bid. 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), son"s wife (daughter-in-law) Daughter(s) & daughter"s husband(son-in-law) brother(s) & brother"s wife, sister(s) & sister"s husband(brother-in-law).
2. **The bidder (s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL/DOT as defined above.** In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and **in case of limited company by all Directors of the Company.** Any breach of these conditions by the company or firm or any other person, the bid work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

### CERTIFICATE

**A. Certified that none of my/our near relative/relatives is/are working any where in DOT/BSNL.**

**B .The format of certificate is**

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

DATE-----

## SECTION-VII

### AGREEMENT

This agreement made on this ..... day of ..... between ..... having their registered office at the town of ..... hereinafter called the BIDDER ( Which expression shall unless excluded by the repugnant of the context be deemed to include its successors and assigned ) of the one part and the General Manager (CMTS), Odisha Telecom Circle, Bhubaneswar, hereinafter called BSNL ( Which expression shall unless excluded by or repugnant the context to be deemed to include its successors in the Office and assignees ) of the other part.

Whereas bidder has agreed to undertake repair of all faulty Modules of various make of Power Plants in CMTS unit, Odisha Circle; in response to the Tender notification No. GM/CMTS/BID/PP /2013-14/3 dt. 04-07-2013 this agreements witnessed as follows:

1. The Bidder agrees to abide by and fulfill all the terms and conditions if the tender is accepted in respect of Tender No GM/CMTS/BID/PP /2013-14/3 dt 04-07-2013
2. The Bidder do hereby abide by the conditions that the BSNL will forfeit the amount of Rs. 15,000/- ( Rupees Fifteen thousand only) paid by him towards Earnest Money Deposit to the BSNL, if he withdraws the tender before final acceptance of the tender by the GM (CMTS) or fail to pay Security Deposit amount Rs.60,000/- ( Rupees Sixty thousand ) within the stipulated time of intimation of the acceptance of the tender or to execute the prescribed agreement within the time prescribed for the same, without prejudice to any other rights of BSNL.

#### 3. SECURITY DEPOSIT :

The bidder has deposited a sum of Rs.60,000/- (Rupees Sixty Thousand only) towards Security Deposit vide Cash Receipt No. dated . / DD No. Dated of Bank / Bank guarantee obtained from bank. Plus EMD amount of Rs.15,000/- paid by the successful bidder will be converted and adjusted to SD. The Security Deposit does not carry any interest. The Security Deposit will be refunded, after completion of warranty period of One Year after deducting the penalties, losses and damages, if any within 6 months.

4. The bidder will not claim any interest on the Earnest Money Deposit or Security Deposit amounts while it is in the custody of the BSNL.

5. The bidder agrees that the decision of the GM(CMTS), Bhubaneswar regarding meaning and effects of this tender and agreement and also on the disputes arising out of the execution of the works and settlements of my /our claims shall be final and legally binding.

6. Payment Terms :

The successful bidder should submit the bills after returning the repaired modules to the field Officers. After having satisfied with the performance of the modules attended by the bidder, the field officer will forward the bill to GM(CMTS) for payment after certifying the bill. The bill will normally be paid by Cheque within 30 days of receipt in GM(CMTS) office. All the bills of the bidder will be paid subject to the recovery of the Income Tax .

7. VALIDITY OF THE AGREEMENT :

The Bidder is accepting that the approved rates will be valid for a period of one year commencing from the date of signing of the agreement with the right of the BSNL to have it extended for further period of six months or to a date till the next tender is finalized whichever is earlier at same terms & conditions to suit the convenience of the BSNL.

8. PENALTIES :

The successful Bidder should collect the faulty modules from the concerned JTO/SDE in charge and rectify the faulty power plant modules at his workshop and hand over the rectified modules in good condition after successful test to the officer within 15 working days. Otherwise Liquidated damage charges @1% of value of the delayed work per day subject to maximum of 12% of the total contract value against any specified work shall be recovered from the bills of the bidder for delay in repair beyond the period specified

Thereafter the contract declared will be cancelled and Security Deposit will be forfeited to the BSNL and necessary action deemed fit will be taken.

9. a) The Bidder shall abide by the labour regulations in force and he is responsible for the prompt payment of wages to them and their safety.
- b ) The Bidder shall strictly observe the provisions of all the relevant laws of the land pertaining to employment of workers / labourers, their working conditions, payment of wages, payment of compensations etc. and to indemnify the BSNL from any affects of the said acts and law.
- c ) The Bidder agrees to meet and fulfill the provisions of EPF & Misc. Provision Act 1952, Employees Provident Fund Scheme, 1952, and Employees State Insurance Act.

**10. ARBITRATION:**

If any questions, difference of opinions, whatsoever should arise in any way connected with or arising out of this contract or operation of any part thereof or the right, duties or liabilities of either part, which have not implicitly been provided in the Contract then the same shall be referred to sole arbitration, the Chief General Manager Odisha Telecom Circle, BSNL, Bhubaneswar or officer nominated by him for the purpose and the decision of the said Arbitrator shall be final and binding the provisions of the law relating to Arbitration for the time being in force shall be observed by such Arbitration.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the Contractor

For and on behalf of the BSNL

Name (caps) \_\_\_\_\_

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date:

Date:

Witness

Witness

Name & Address

Name & Address

## SECTION-VIII

### DETAIL OF FAULTY PP MODULES IN CMTS UNIT,ODISHA

SI No.	SMPS modules make & capacity	No. of faulty modules in CMTS unit of Odisha circle
1	DELTA 50 A	53
2	VALERE 50 A	191
3	EXICOM 25 A	71
4	ITI 25 A	4
5	DACS 50 A	5
6	EXICOM 100 A	35
7	DACS 100 A	12
8	XL TELECOM 100 A	4
<b>G. TOTAL</b>		<b>375</b>

**Note: No. of SMPS Modules may vary depending upon the local situation/ working efficiency of the bidder.**

**SECTION-I**  
**Schedule of Quoting Rates**

To

The General Manager (CMTS)  
Odisha Circle, Bhubaneswar

**Sub: Our bid for Bid for Repair of Power Plant in CMTS unit**

**NIT No.:-**

**GM/CMTS/BID/PP /2013-14/3**

**dated 09.07.2013**

Dear Sir,

Having examined the bid documents, terms and conditions stipulated therein, specifications of works, we the undersigned offer to repair the different power plant modules in CMTS unit ,Odisha Circle on the Rates quoted as under.

Sl No.	Capacity of Power Plant Module	Tentative qty in numbers	Rates quoted per Module	
			in Rs. *	
			In Figure	In Words
1.	SMPS Power Plant Module 100 Amps <b>(A)</b>	51		
2.	SMPS Power Plant Module 50 Amps <b>(B)</b>	249		
3	SMPS Power Plant Module 25 Amps <b>(C)</b>	75		

Evaluation methodology:  $(A * Qty + B * Qty + C * Qty) / (\text{Total Qty})$

\*Note: Service Tax shall be paid extra as applicable.