



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

Office of the General Manager
Telecom District Dhenkanal -759001

Tender No. GC-439/SMPSPP/LIMITED TENDER/ 2019-20/2 Dated 22.06.2019

**LIMITED TENDER DOCUMENT
FOR REPAIRING OF FAULTY
SMPS POWER PLANT MODULES
IN DHENKANAL TELECOM DISTRICT**

(TECHNICAL BID)

Price Rs.590.00
(Rs. 500 + GST as applicable)

Seal & signature of the bidder

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SECTION-1
BHARAT SANCHAR NIGAM LIMITED

O/o the General Manager , Telecom District, Dhenkanal – 759001
No. GC-439/SMPSP/LIMITED TENDER/ 2019-20/2 Dated 22.06.2019 at Dhenkanal

NOTICE INVITING TENDER (LIMITED)

Wax/PVC Tape sealed tenders(Limited) are invited by the General Manager Telecom District Dhenkanal for Repairing of faulty SMPS Power Plant Modules in Dhenkanal Telecom District

Description	Tender Paper Cost	Estimated Cost (Rs.)	EMD (Rs.) 2% of Estimate	Submission of tender document	Last Date & time for submission of tender	Date of opening of tender paper (Technical bid)	Date of opening of tender paper (Financial bid)
Repairing of faulty SMPS Power Plant Modules.	590.00 (Rs. 500 + GST as applicable)	Rs. 1,35,000/-	Rs. 2700/-	From 11:00 Hrs of Dt 28.06.2019	16:00 Hrs of Dt 18.07.2019	At 11.00 hrs on dt 19.07.2019	Will be intimated later.

Note:- BSNL reserves the right to increase the tender period upto another one year from the date of expiry of the tender without any change in unit price or other terms & conditions.

1. Eligibility criteria:- The following documents are to be enclosed with the tender document.

- Required amount of EMD in the form of Bank Draft drawn from any Nationalized/scheduled bank in favour of A.O. (Cash), O/o GMTD, BSNL, Dhenkanal .
- Tender document fee of Rs. 590.00 (Rs. 500 + GST as applicable) in form of DD from any Nationalized/Scheduled bank in favour of A.O. (Cash), O/o GMTD, BSNL, Dhenkanal [non-refundable].
- Self attested copy firm registration (in case of a firm),
- Self attested copy of experience certificate for repairing of faulty SMPS Power Plant Modules of different make for minimum total amounting of Rs. 50,000.00 in last three financial years (i.e. 2016-17, 2017-18 & 2018-19) given by any Telecom District of BSNL/MTNL/any other organization. The experience certificate should be issued by an officer not below the rank of Deputy General Manager or equivalent.
- Self attested copy GST details.
- Self attested copy of valid PAN No.
- Original power of attorney in case person other than the Tenderer has signed the tender documents,
- Self attested copy of memorandum article/ partnership deed/affidavit/ proprietorship (which is applicable)
- Bidder's profile to be duly filled in (with photograph) & signed
- Bid form duly filled in & signed
- Declaration of no near relative working in BSNL/DOT/MTNL
- Undertaking & declaration to be filled in & signed
- Declaration on clause by clause compliance.
- All pages of tender document to be signed by bidder

N.B:- The successful bidders have to produce original documents for verification as and when called for. The MSME units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

2. Tender paper can be had from website www.odisha.bsnl.co.in/Dhenkanal & can be submitted along with the documents as mentioned above.

3. Last date and time of submission of bid document: - **As mentioned in the table above.**

4. Date and time of opening of bid document: - **As mentioned in the table above.**

5. Rejection of tender:- Unsealed, Late receipt, incomplete, ambiguous and conditional tender will be rejected.

6. If the last date of tender paper receipt and opening of tender is declared a holiday or observed a BANDH due to any sudden reason, the next working day as per schedule time will be treated as last date of receipt and open of the tender.

7. The GMTD, Dhenkanal reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender. For more details please visit us our website:- www.odisha.bsnl.co.in/Dhenkanal

**Dy. General Manager,
BSNL, O/o GMTD, Dhenkanal**

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SECTION- 2

Tender Information

1. **Type of Tender:**
 - (a) No of Bid Submission Stage for tender-- **Single**
 - (b) No. of Envelopes for submission of Bids: **Four Nos.**
2. **Bid validity Period:-** 120 days from the date of opening of the tender.
3. The first envelope will be named Bid Security envelope, 2nd envelope will be named as Techno-Commercial and will contain documents of bidder's satisfying the eligibility/Technical and commercial conditions and 3rd envelope will be named as Financial Bid envelope containing financial quote. These envelopes shall contain one set of the following documents:
 - a. **Bid Security envelope will contain:**
 - (ii) EMD as per **Section-I(A), NIT**
 - (iii) Cost of the tender documents i.e. tender fee as per **Clause 1(b) of Section-I (A), NIT**
 - b. **Techno Commercial envelope shall contain:**
 - i. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in **Clause-1 of Section-I(A) of the detailed NIT.**
 - ii. Power of Attorney in and Authorization for executing the power of Attorney in accordance to tender document.
 - iii. Bidder's Profile as per **Section-8** duly filled and signed.
 - iv. Non-Relation Certificate duly filled and signed, **Section-10**
 - v. Undertaking and declaration duly filled and signed, **Section-12**
 - vi. Clause by clause compliance **of Section-13**
 - vii. Tender documents duly signed at the end of each page for having read it and accepted it.
 - viii. Tender/Bid Form, **Section-9**
 - c. **Financial Bid envelope shall contain:**
Rate quotation - Price Schedule duly filled and signed.
4. **Payment Terms:** As per clause 8 of Section-5
5. **Issue of work order:** The work order will be issued by Nodal Officer/Sub-Divisional in-charge of PP of this office.

SECTION-3

Scope & specification of work

1. Work order will be issued to the approved This SSA has SMPS power plants of different makes, details mentioned at the bottom of the page. The modules are capacity of 25 Amp, & 100 Amps. All types / makes of modules of 25A/100A of these SMPS power plants shall be covered under this contract for repairing.
2. Contractors lot wise centrally from this office by Nodal officer/Sub-Divisional In-charge of Power plant module items.
3. The faulty modules will be repaired within 15 days time from the date of issue of work order.
4. The contractor can not declare more than **5% of the received lot as RNP**. If it happened so, penalty at the rate of double the repairing cost of modules declared RNP shall be recovered from his bill/security.
5. The faulty modules shall be repaired by the contractor at BSNL's premises or at his own repairing centre.
6. The Nodal officer/sub Divisional in-charge shall maintain a register/history sheet for repairing of the modules showing module number, date of fault, date of repairing, date of warranty etc.
7. The contractor shall give minimum three months warranty from date of repairing of the modules. **So, he shall fix a label in the modules showing serial no, lot no, date of repairing, date of warranty with his signature.** If the repaired modules becomes faulty within the warranty period, the contractor shall repair the same at free of cost immediately after getting information.
8. After repairing, the repaired modules will be handed over by the contractor to the concerned SDOs. The repaired modules will be handed over to field SDOs who will test those in working power plant. They will keep those in observation for satisfactory working at least for 5 days. Then they will issue satisfactory working certificate to the nodal officer. On the basis of this, the nodal officer will issue certificate on the bill of the contractor for passing the bill.
9. The contractor shall be responsible for any loss/damage caused to modules during the period of his custody. The cost of loss/damage shall be recovered from the contractor's bill, as per decision of GMTD, Dhenkanal . Decision of GMTD Dhenkanal in this matter is final and acceptable to the contractor.
10. The rates quoted by the bidder 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.
11. The contractor shall deploy trained staffs fully conversant with the repairing of modules of 25A / 100A of SMPS, PP. Frequent change of service personnel shall be avoided.
12. No transportation, packing, handling charge etc. shall be given to the approved contractor separately.

DETAILS OF FAULTY PP MODULES TO BE REPAIRED

Sl. No.	Capacity	Make			Qty.
		Eltek	Exicom	ITI	
1	100A	13	13	20	46
	25A	0	0	8	8

Total = 54 Nos. N.B:- Quantity may vary depending on future status.

13. The bidder has to repair all faulty modules as mentioned below.

Sl. No.	Capacity	Make			Qty.
		Eltek	Exicom	ITI	
1	100A	13	13	20	46
	25A	0	0	8	8

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SECTION-4 GENERAL INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- a) "**The Purchaser**" means the General Manager Telecom District, BSNL, Dhenkanal .
- b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- c) "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder

2. Eligibility Criteria: - The bidder should submit as per details mentioned in clause-1 of NIT, Section-1A.

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

- 4.1 The goods/service required to be supplied/executed; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall do so up-to 16.00 Hrs of **date 10.07.2019** Reply of query by BSNL will be given up-to 13.00 Hrs. of dt. **12.07.2019**.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified/intimated to the bidder in writing by FAX or Email to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with clause 11.
- (c) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.

9.0 BID PRICES

The bidder shall quote the rate as per price schedule.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND

Seal & signature of the bidder

QUALIFICATION

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

- a) Valid MSME Certificate, if applicable. In case the ownership of such MSME Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Power of Attorney as per clause 13.3 (a) and (d) and authorization for executing the power of Attorney as per clause 13.3 (b) or (c).
- c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 BID SECURITY / EMD

- 11.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(NIT).
- 11.2 The MSE bidders are exempted from payment of bid security:
 - a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 11.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 11.7.
- 11.4 A bid not secured in accordance with Para 11.1 & 11.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage.
- 11.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible after finalization of the tender or expiry of the period of the bid validity period.
- 11.6 The successful bidders EMD shall be released only after submission of performance bank guarantee and signing the agreement.
- 11.7 The bid security may be forfeited:
 - a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) In the case of successful bidder, if the bidder fails to sign the contract

12.0 PERIOD OF BID VALIDITY

- 12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13.0 FORMAT AND SIGNING OF BID

- 13.1. The bidder shall submit his bid through sealed envelopes physically/ by post complying all eligibility conditions, other terms and conditions of tender document to

Seal & signature of the bidder

be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by signature of the bidders / the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

13.2. **13.3 Power of Attorney**

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

14. SEALING AND MARKING & SUBMISSION OF BIDS

- 14.1 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	Bid security	Containing EMD & Tender document fee
Second	Qualifying bid	Containing documents as per NIT
Third	Financial bid	Rates duly quoted by the Tenderer in the prescribed format.

On all these envelopes the name of the firm 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.

- 14.2 All envelopes (3 inner & one outer) must bear the following:
(Tender for Repairing of faulty SMPS Power Plant Modules in Dhenkanal Telecom District
"NOT TO OPEN BEFORE (dt:19.07.2019)
(Limited Tender No. GC-439/SMPSPP/LIMITED TENDER/ 2019-20/2 dated
22.06.2019 at Dhenkanal)
- 14.3 Bid shall be addressed to the following address
The AGM (HR & Planning), 1st floor, O/o GMTD, BSNL, Dhenkanal -759001.
- 14.4 Bids delivered in person shall be dropped by that person in the tender box kept with **The AGM (HR & Planning), 1st floor, O/o GMTD, BSNL, Dhenkanal -759001.** on or before the date and time specified in NIT. The purchaser shall not be responsible in any way about the bids that are delivered /dropped elsewhere and/or after the last date and time for receipt of bids.
- 14.5 The tender documents can be sent by Regd. Post/Courier/Person but should reach this office in time as specified in NIT. BSNL will not be responsible for any delay in postal transit/missing.
- 14.6 No bid shall be accepted if submitted after due date time as mentioned in NIT.

15 LATE BIDS

- 15.1 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.

16 MODIFICATIONS AND WITHDRAWAL OF BID:

- 16.1 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.
- 16.2 Any tender with conditions other than those specified in the tender documents is liable to be summarily rejected. No bid shall be modified subsequent to the deadline for submission of bids.

17 OPENING OF BIDS

- 17.1 BSNL shall open the bids in presence of the bidders or his authorized representatives, at schedule date & time as per NIT. 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.

- 17.2 **Only one representative for any bidder** shall be authorized and permitted to attend the bid opening.

17.3 The bids shall be opened in the following manner.

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

- 17.3.2 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.

- 17.3.3 First the outer envelope containing the three envelopes shall be opened. The bid opening committee shall initial on all three envelopes with date.

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

- 17.3.5 The qualified bid of those bidders will be next whose bid security will be found to be as per the tender document and shall be examined & recorded by the bid opening committee.

- 17.3.6 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. The qualifying bid of those bidders will be opened next whose bid security will be found to be as per the tender document and shall be examined & recorded by the bid opening committee.

- 17.3.7 After recording of the "Qualifying bid" the TOC will place all the financial bids submitted by the qualifying bidder in an envelope and will seal with wax /packing PVC tape for keeping in safe custody.

17.4 The financial bid shall be opened in the following manner.

- 17.4.1 The envelope marked "Financial bid" will be opened only for qualified tenders in "Qualifying bid".

- 17.4.2 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.

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

18. CLARIFICATION OF BIDS BY THE DEPARTMENT:

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.

19. PRELIMINARY EVALUATION

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

- 19.2 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.
- 19.3 Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations.
- 19.4 A bid determined as substantially non responsive will be rejected by BSNL and shall not be made responsive by the bidder by correction of the non-conformity.
- 19.5 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder and extra financial implication to BSNL.
- 20 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**
- 20.1 BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 19. The evaluation and comparison of responsive bids shall be done on the basis of rates quoted in financial bid according to gross total of all items as mentioned in the financial bid and accordingly lowest bidder will be decided.
- 20.2 CONTRACTING THE PURCHASER:**
Subject to Clause 17 no bidder shall try to influence BSNL (internally/ externally or by politically) authority in the bid evaluation, bid comparison or contract award, decision shall result in the rejection of bid.
- 20.3 Any effort by the bidder to modify his bid or influence BSNL in bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.
- 21. AWARD OF CONTRACT**
- 21.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 21.2 The work will awarded normally for a period of **one year** from the date of signing of the agreement between organization & the contractor. The period can be extended upto another **one year** with same rate, terms and condition of the agreement with the quantity of the tender with corresponding extension of Bank Guarantee.
- 21.3 The manpower engaged by the Contractor to carryout the work will not claim any employment in BSNL at any time in future on the basis of contract.
- 22. PURCHASER'S RIGHT TO VARY QUANTUM OF WORK:**
The purchaser's at the time of award of work under the contract reserves the right to decrease the quantum of work as per his discretion without any change in the rates or other terms and conditions.
- 23. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
The purchaser's reserves the right to accept or reject any bid and annule 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 department's section.
- 24. ISSUE OF LOI**
- 24.1. The issue of LOI shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 24.2 The bidder shall within 14 days of issue of the LOI, give its acceptance along with performance security.
- 25. SIGNING OF CONTRACT**
The issue of Purchase/work order shall constitute the award of contract on the bidder.
- 26. ANNULMENT OF AWARD**
Failure of the successful bidder to comply with the requirement of clause 24 & 25 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

27. Purchaser's right to disqualify

Purchaser reserves the right to disqualify the service supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the service in time. Further, the service suppliers whose service is not satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

28. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honor its bid without sufficient grounds.

29. NEAR-RELATIONSHIP CERTIFICATE

29.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. 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 excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

29.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

29.3 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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

29.4. The format of the certificate is given in **Section 10.**

30. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

SECTION-5

GENERAL COMMERCIAL CONDITIONS OF THE CONTRACT

1. **APPLICATION**
The general condition shall apply in contracts made by the purchaser for Repairing of faulty SMPS Power Plant Modules.
2. **STANDARDS**
The works to be executed under the contract shall be strictly according to the purchaser's standard prescribed in tender condition.
3. **PRICES:**
Prices charged by the contractor for the works performed under the contract shall not be higher from the prices quoted by the contractor in his bid.
4. **SUBCONTRACTS:-**
The contractor shall not assign, sub contract the whole or any part of the works covered by the contract, under any circumstances
5. **PERFORMANCE SECURITY**
 - 5.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of estimated cost within 10 days from the date of issue of LOI by the Purchaser for a period of **two and half years**.
 - 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
 - 5.3 The performance security Bond shall be in the form of Bank Guarantee issued by a Nationalized/Scheduled bank and in the pro-forma provided in '**Section-6** of this Bid Document. Performance security in the form of Accounts Payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall also be acceptable. However no interest shall be payable on this account.
 - 5.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
6. **ISSUE OF WORK ORDERS.**
 - 6.1 The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.
 - 6.2 The work orders shall be issued by Nodal officer/Sub-Divisional In-charge P/P of this office.
7. **EXTENSION OF THE TIME LIMIT OF TENDER-**
The time period may be extended maximum upto one year from the date of expiry of Agreement.
8. **SUBMISSION OF BILLS/PAYMENT TERMS/PENALTY**
 - 8.1 While making payment, 10% of the amount of the bill will be withheld as Security Deposit. The security deposit money will not bear any interest and will be refunded after **six** months of completion of the work, if no defects or irregularities are noticed.
 - 8.2 The bill should be attached with the requisition/work order from the Nodal officer of P/P of this office along with challan copy duly certified by concerned Nodal officer P/P. The bills have to be submitted in triplicate and shall be accompanied with a pre-receipt.

- 8.3 The bill is to be submitted within one month of completion of the work at the Nodal Officer P/P of this office. For bills received after one month of work, penalty @1% on billed amount will be deducted per month up-to six months. There after 5% of bill amount per month will be deducted up-to next six months. If it is further delayed, the whole bill amount will be forfeited. Payment may be done through ERP by RTGS.
- 8.4 TDS will be deducted as applicable from the billed amount.
- 8.5 GST/Sales Tax, if any required under the statutory rules of the Government will be deducted from the billed amount at the prescribed rate. Taxes in force will be applied.
- 8.6 In case contractor fails to repair the Modules within stipulated period (i.e.15 days), the contractor shall be liable to pay delay penalty @ Rs. 50.00 per week or part thereof per modules up to a period of 4 weeks delay and there after @ Rs. 100.00 per week or part thereof per modules up to next 4 weeks delay. After 8 weeks delay, the GMTD Dhenkanal reserves the right to terminate the contract, forfeit the Security money and black list the firm.

9. FORCE MAJEURE:

- 9.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or may 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 happening, 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.
- 9.2. Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take all unused, undamaged and acceptable materials, bought out components and stores from the contractor at a price fixed by the department, which shall be final.

10. TERMINATION FOR DEFAULT

- 10.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- (a) if the service supplier fails to provide the service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
 - (b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - (c) if the s service supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

11. ARBITRATION

- 11.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Odisha Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Odisha Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- 11.2 The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Odisha Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.

- 11.2.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- 11.2.2 There should not be a joint submission with contractor to the sole arbitrator.
- 11.2.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 11.2.4 The onus of establishment his claims will be left to the contractor.
- 11.2.5 Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- 11.2.6 The “point of defense” will be based on actual conditions of the contract.
- 11.2.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

12. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by BSNL or the Government or any other person(s) contracting through the Govt. of India and set off the same against any claim of BSNL or Govt. or such other person or

Persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with BSNL of Govt. or such other person or persons contracting through Government of India.

The terms and conditions enumerated in the above as different clauses shall be binding and the bidder shall have to accept them in writing along with the tender. Also other terms and conditions enumerated in the bid documents shall be binding on bidder.

13. COURT JURISDICTION

- 13.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 13.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.
“This Contract/ PO is subject to jurisdiction of Court at Dhenkanal only”.

SECTION-6

Proforma for Performance Bank Guarantee

(To be typed on Rs.100/- non-judicial stamp paper & for the period 2 ½ years)

Dated:.....

Sub: Performance guarantee.

Whereas GENERAL MANAGER BSNL Dhenkanal R/o (hereafter referred to as GMTD, BSNL Dhenkanal) has issued an LOI no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as “Bidder”) and GMTD, BSNL Dhenkanal has asked him to submit a performance guarantee in favour GENERAL MANAGER BSNL Dhenkanal of Rs./- (hereafter referred to as “P.G. Amount”) valid up to/...../20.....(hereafter referred to as “Validity Date”)

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the GMTD, BSNL Dhenkanal that if in the opinion of the GMTD, BSNL Dhenkanal , the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Dhenkanal the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Dhenkanal may demand without requiring GMTD, BSNL Dhenkanal to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Dhenkanal shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Dhenkanal or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Dhenkanal regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

Seal & signature of the bidder

5. The Bank further agrees that the GMTD, BSNL Dhenkanal shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Dhenkanal against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Dhenkanal or any indulgence by GMTD, BSNL Dhenkanal to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Dhenkanal under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case GMTD, BSNL Dhenkanal demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Dhenkanal .
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Seal & signature of the bidder

SECTION-7

Proforma for Letter of Authorization for attending Bid Opening Event

(To be typed preferably on letter head of the firm)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms.& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative
..... Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder
.....

Signature of the alternative Representative
.....

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

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

SECTION- 8

Photograph
of bidder/firm
proprietor

Bidder's profile.

(To be filled in and submitted by the bidder)

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
-
- Telephone No. Mobile No.
- FAX No.
3. Address of place of Works/ Manufacture
-
-
- Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm /
(Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/
agreement and the capacity in which he is authorized (in case of
partnership/ private Ltd company):
.....
-
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....

Place.....

Signature of contractor

Date

Name of Contractor

Seal & signature of the bidder

**SECTION-9
BID FORM**

To

.....
.....

Bidder's Reference No:.....Dated.....

Ref: Your Tender No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

	Signature
Witness	Name
Signature.....	In the capacity of
Name	Duly authorized to sign the bid for and on
Address	behalf of

SECTION-10

Certificate on non-working of near relatives in BSNL.

I,
 Sri _____
 S/O _____
 Village _____ P.O. _____
 P.S. _____ Dist. _____

hereby certify that none of my relative(s) defined below is/are employed in BSNL unit. 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.

Signature of bidder

Date.

Definition of near relatives.

No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive employees) working in telecom District, DHENKANAL & executive employees (also called Group-A & Group-B officers) working in Odisha Telecom Circle either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

- Members of a Hindu Undivided Family.
- They are husband and wife
- The one is related to the other in the member 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), relative is working in the units of BSNL 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 tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. 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 from further participation in the concerned unit.

N.B:- In case of partners/Pvt Ltd. Co., all partners/all directors have to sign as bidders.

Seal & signature of the bidder

SECTION-11
AGREEMENT
(On Rs. 100.00 Non-judicial stamp paper)

AGREEMENT

This contract is made between the **GMTD, BSNL (Dhenkanal)** party of the **first part** & M/s _____

(hereinafter called the contractor) party on the **second part**.

Tender no. _____ **dated** _____ .

The period of contract will be **12 months** with effect from **date** _____. In case the tender is further extended as per the terms & conditions of the tender, the contract shall remain valid till the expiry of the extended period of the tender on the same terms and conditions.

This contract is entered into by BSNL with the contractor for

(Name of work): _____

The scope, terms and conditions/specification & penalties etc. of this contract will be as per original tender documents, amendment made if any as per provision.

I assure that I shall undertake the said work as per terms and conditions of contract during the tenure of the contract.

Party on the second part

(Name, address & signature of the contractor with seal of the company)

Witness (Contractor side)

Signature
Name & address

Party on the first part

Dy. General Manager
O/o GMTD, Dhenkanal

Witness (Office side)

Signature
Name & address

Seal & signature of the bidder

SECTION-12

UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I swear that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:
Signature of Tenderer

Place: Name of Tenderer
Along with date & Seal
Seal & signature of the bidder

SECTION – 13

DECLARATION ON CLAUSE COMPLIANCE

I _____ (authorized signatory) declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Place

Signature of the tenderer

Date

(Name of the Tenderer)

CHECK LIST

(To be checked & filled in by bidder)

Sl No.	Documents/Certificates	Put a tick mark for copy enclosed/signed	Sl number to be given by bidder
1	Document fee of Rs. 525.00 (Rs. 500 + GST as applicable) in form of DD		
2	EMD of Rs. 3.980/- in form of DD		
3	Self attested copy firm registration (in case of a firm),		
4	Self attested copy of experience certificate as per NIT.		
5	Self attested copy of Service Tax Registration/GST details.		
6	Self attested copy of valid PAN No		
7	Proof of Location of workshop.		
8	Original power of attorney in case person other than the tenderer has signed the tender documents		
9	Self attested copy of memorandum article/ partnership deed/affidavit/ propertiorship (which is applicable)		
10	Bidder's profile to be duly filled in (with photograph) & signed		Page No.
11	Bid form duly filled in & signed		Page No.
12	Declaration of no near relative working in BSNL/DOT/MTNL		Page No.
13	Undertaking & declaration to be filled in & signed		Page No.
14	Declaration on clause by clause compliance		Page No.
15	All pages of tender document to be signed by bidder		All page
16	Self attested copy of valid AADHAAR No.		

N.B:- The bidder has to submit required documents in a bunch putting a serial number to each document, that number is to be filled in this check list. The items above from Sl No. 10 to 14 are available in tender document, to be filled in & signed by the bidder positively.

Seal & signature of the bidder



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

Office of the General Manager
Telecom District Dhenkanal -759001

BID DOCUMENT

Tender No. GC-439/SMPSPP/LIMITED TENDER/ 2019-20/2 Dated

**LIMITED TENDER DOCUMENT
FOR REPAIRING OF FAULTY
SMPS POWER PLANT MODULES
IN DHENKANAL TELECOM DISTRICT**

(FINANCIAL BID)

SECTION-14 (FINANCIAL BID)

Rate quotation

Sl No.	Make of modules	Approximate nos. of modules to be repaired	Rates quoted per module (in Rs.)				Total Rate in Words (Rupees).
			Basic Rate	Other Charges if any .	Applicable TAX	Total Rate	
A	B	C	D	E	F	G	H
1	ITI (100A)	20					
2	EXICOM (100A)	13					
3	Eltek (100A)	13					
4	ITI (25A)	8					

Note:- (1) Rate quoted should include spare part cost, transportation charge & all taxes excluding service tax / GST.

(2) L1 bidder will be decided considering the lowest gross value by calculating total nos. of modules (make wise) to be repaired at the quoted rate, i.e. Column 'C' **Multiplied with** Column 'G' for all the items quoted above.

(3) Bidder has to must quote all make of the modules.

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