

E-Tender Document

FOR Repair/Serviceing of Power Plant in BSNL SHIMLA BA on Rate Contract Basis

Tender No: 002-614/2022-23/Tender/PP Module/Repair/Opn/SML

Estimated cost of the tender	:- Rs. 999000 /-
EMD Rs.	:- Rs. 24975/-
Cost of tender form	:- Rs. 590/- /- (inclusive GST)

Shimla Business Area

**AGM (CFA)
O/o GMTD SHIMLA**

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TENDER FOR REPAIR/SERVICING OF POWER PLANT IN SHIMLA BA ON
RATE CONTRACT BASIS

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Section I Part A
BHARAT SANCHAR NIGAM LIMITED
O/o GENERAL MANAGER TELECOM DISTRICT
SHIMLA-171009

Tender No: 002-614/2022-23/Tender/PP Module/Repair/Opn/SML

Notice Inviting tender

General Manager Telecom district Shimla on behalf of BSNL invites properly sealed digitally signed e-tenders on rate Contract basis from manufacturers, authorised dealers/distributors and any person or firm having experience for servicing and repairing of SMPS type power plants of modules of 25, 50, 100 & 200 Amp of different makes available at various telephoneexchanges / GSM BTS Sites locations in Shimla BA.

Item	Estimated No of Capacity & quantity of Power plant/ modules to be repaired.	Cost of Tender document including GST in Rs.	Est. Cost of works (Rs)	EMD in (Rs).	Last Date & time of online Bid Submission and Offline Document of Tender	Date & time of Opening of Technical bid
Servicing and repairing of power plant/ SMPS modules 25, 50, 100 & 200 Amp. of different makes including replacement / repairing of components and transformers Available at various telephone exchanges/ BTS Sites locations in SHIMLA BA.	As specified in SECTION-III (SCHEDULE OF REQUIREMENT)	590/-	999000/-	24975/-	15-6-2022 & 15:00 Hrs	16-6-2022 & 16:00 Hrs

Note1: Estimated Cost or quantity of the work is taken for One Year. For extended or reduced period, the estimated cost and quantity shall increase or decrease proportionately.

Note2 :The quantity /cost of tenders stated above are estimated and BSNL reserves the right to vary the quantity/cost to the extent (-) (+) 25 % ordinarily.

Submission of Bids only through online process (E- TENDER) on www.etenders.gov.in is mandatory for this Tender.

Period of Contract

12 months from the date of signature of the agreement. And extendable for further One year

Mode of Payment for cost of bid/tender form

[1] Tender document can be down loaded from our website www.etenders.gov.in. In case of down loaded forms, for its cost a separate DD for Rs. 590/- favoring AO (Claim) BSNL O/o GMTD Shimla shall have to be enclosed with the “Bid Security/EMD” failing which tender may be rejected.

The Tender which is not accompanied by the requisite Bid security/EMD shall be summarily rejected. Tender documents will neither be sent nor be accepted through post. Bids will be accepted & opened on next working day at same time in case of holiday on day of bid submission & opening. Tender will not be accepted/received after expiry of last date and time. GMTD, Shimla reserves the right to reject any or all the bids without assigning any reason whatsoever. All other terms and conditions and detail of the work shall be as per tender documents. Bidders are requested to check website for latest update or corrigendum regularly till opening of tender. Corrigendum issued till opening of tender will be the part of tender document.

1. BID Security /EMD:

bidder shall furnish the bid EMD in one of the following ways:-

- (a) Through online payment mode as per detail in Note 7 of this section.
- (b) Demand Draft/ Banker’s cheque drawn in favour of Accounts Officer (Claim) O/o GMTD BSNL Shimla and payable at Shimla.
- (c) Bank Guarantee from a scheduled bank drawn in favour of Accounts Officer (Claim) O/o GMTD BSNL Shimla which should be valid for 210 days from the tender opening date.

The MSE units shall be exempted from submission of Bid Security /EMD deposit on production of requisite proof in respect of valid certification from MSME for the tendered item

2. ELIGIBILITY Condition: -

Average Annual financial turnover (to be submitted along with balance Sheet certified by CA) during the last 3 years i.e. 2019-20 , 2020-21 & 2021-22 should be at least 30% of the annual estimated cost of Tender(Total estimated cost of tender divide by tender period in year) .

Tenderer should have experience of repairing and maintenance of SMPS based Power plants or similar in BSNL/MTNL/DOT/Govt PSU/Govt Dept or in any License Telecom service provider, during last 7 (Seven) financial years & current year (i.e. should not older than 01-04-2015) ending last day of the month previous to the one in which applications are invited should be either of the following:-

Three similar completed works each costing not less than amount equal to 40% of the annual estimated cost of the tender. (Total estimated cost of the tender divide by tender period in year) .

O R

Two similar completed works each costing not less than amount equal to 50% of the annual estimated cost of the tender (Total estimated cost of the tender divide by tender period in year) .

OR

One similar completed work costing not less than amount equal to 80% of the annual estimated cost of the tender (Total estimated cost of the tender divide by tender period in year).

Experience Certificate should be issued by the officer not below the rank of Divisional Engineer/STS or equivalent, in case of BSNL/MTNL/DOT/Govt. PSU/Govt. Department and by purchase order/work order issuing authority, in case of license telecom service provider. Bids without EMD , eligibility criteria documents & cost of tender (in case downloaded) shall be summarily rejected. All documents must be self attested.

3. If there is any doubt / mismatching in instructions in this tender related to offline / online (e-tender) procedure, instruction related to e-tender will be valid and final.
4. This is an e-tender hence bidders may participate through online process (e-tendering) in this tender. E-tender website will be www.etenders.gov.in.
5. The bidder is required to submit the required Off-line documents in the tender box. In the case where no off-line document is received the bid will be rejected.
6. Bidder are advised to visit the Exchanges/BTS site location in SHIMLA BA for actual installations of SMPS power plants before offering their bid if required.
- 7.

1	Beneficiary Name	AO (Claim)
2	Beneficiary Address	O/O GMTD BSNL Shimla (H.P.)171009
3	Beneficiary Account No.	510101005313782
4	Account No.(Savings/ Current)	Current
5	Bank Name	Union Bank of India
6	Branch Name & Address	SDA complex, Kusumpti Shimla 171009 HP
7	IFSC (Indian Financial Services) code	UBIN0905755

AGM (CFA)
O/o GMTD, Shimla

SECTION-II

INSTRUCTIONS TO BIDDERS AND CONDITIONS OF THE CONTRACT

1 ELIGIBLE BIDDER

1.1 The bidder should furnish Bid Security/EMD as mentioned in NIT.

1.2 In case of proprietorship concerns affidavit on Rs 100/- non-judicial stamp paper be enclosed as proof of proprietorship. (Original copy should be enclosed)

1.3 Authenticated copy of Partnership Deed in case of partnership firm with a clear indication about the person authorized for signing the tender documents otherwise all the partners should sign the tender document or the person signing the tender document should have a "Power of Attorney" for signing the tender document.

1.4 In case of Companies (a) Copy of Memorandum and Article of Association duly updated regarding changes of Board of Directors if any (b) In case a person, other than that, who is authorized to conduct day to day business of Company as per Memorandum and Article of Association, is Signing tender document; an authorization in favour of person signing tender document, from authorized person as detailed above should be enclosed.

1.5 Tender document with signatures of bidder on each page and Annexure A, B & C duly filled.

1.6 PAN No in bidder's bio data & should submit photo state copy of PAN card.

1.7 Bidders must be manufacturers or dealer/distributor or having experience of repairing of Power plant modules for as specified in NIT section Clause-2 Eligibility condition.. For experience bidder may submit any documentary proof such as experience certificate, issued by competent authority from Govt. Deptt. /PSU as the case may be.

1.8 Attested photo copy of Power of Attorney should be enclosed, In case if a person other than the tenderer has signed the tender documents.

1.9 Certificate declaring non employment of near relatives i.e. husband, wife father, mother, brother, sister, son, daughter, brother in law, sister in law, son in law, daughter in law and members of Hindu undivided family. Certificate must be given in enclosed Annexure "C".

1.10 Attested copy of EPF registration & ESI / Insurance registration as applicable (which has to submit at the time of agreement)

1.11 GST Registration certificate (Attested photo state copy) should be enclosed, if applicable.

1.12 A self-declaration along with the evidence that the bidder is not black listed by GST authorities and any of the BSNL Unit.

Note: Digitally signed Scan copy of above documents is to be uploaded on e-tender website. Documents as mentioned in e-tendering instruction to bidders i.e. Tender fee, bid security, Power of attorney (If applicable) and MSME / NSIC Certificate(If applicable) etc are to be submitted offline also.

2. GENERAL TERMS AND CONDITIONS: -

2.1 The power plant/ modules will be offered for servicing / repairs as and when required by the BSNL at Exchanges/ GSM BTS Sites as mentioned in Sec-III .The servicing / repairing include attending transformer problems, repairing / replacing electronic components and any other problems. The faults should be attended immediately and rectified within 5 days, When called upon by the controlling officer i.e. Concerned AGMs / SDEs through a telephone message / email / telegram / writing on each occasion.

2.2 Repair of any card or component of the SMPS module and its replacement shall be included in the repair/servicing contract on rate contract basis.

2.3 The tenderer shall ensure a minimum warranty period of 6 months in respect of faults attended. Also the components replaced should have guarantee / Warranty as prescribed by the manufacturer. Any faults occurred during the guarantee / Warranty period shall be attended by the tenderer free of cost including components. Only genuine spares of standard manufacturers should be used for repairs. List of faulty components required and list of faulty components replaced with their manufacturers should be furnished to the officer in charge.

2.4 No separate charges are payable in this account for spare parts used by the contractor.

2.5 The Contractor shall carry out repair/servicing of power plant/ modules in such a manner that fault free operations are ensured. Further the contractor should ensure proper care while handling the equipment. In case of any damage caused to power plant/ modules or any other equipment or damage caused due to utilization of sub standard spares the cost of the damage will be recovered from the contractor.

2.6 The repair / servicing contract will come into force from the date of signing of agreement.

2.7 Contractor shall observe all the relevant rules concerning to work men employed by him in carrying out the work and pay any compensation to the workmen payable under the prevalent workmen compensation act for injuries or disability or death caused in the process of execution of the work. The BSNL in no way shall be responsible for the above / any other employee by the contractor for carrying out the work.

2.8 The contractor will bear the transportation expenses and repair expenses if any.

2.9 The period of contract can be extended / reduced by the GMTD Shimla. The GMTD Shimla reserves the right to terminate the contract at any time if contractor fails to comply any contractual liability of this contract.

2.10 Pre condition with the tender or any condition put forth after acceptance of tender shall not be accepted.

SUBMISSION OF POWER OF ATTORNEY BY THE BIDDER

- (a) It is mandatory and the Power of Attorney should be on a non-judicial stamp paper of Rs. 100/- incase same has been executed in between blood relations and in other cases it should be on a non-judicial stamp of Rs. 500/- and should be attested by the Notary Public or the same should be registered before the sub-registrar. Attested copy of photo state of power of attorney should be enclosed.
- (b) The Power of Attorney should be issued by a person who has been authorized by the board to do business or transactions on behalf of the firm, institution/company. The other person is not authorized to execute the Power of Attorney.
- (c) Delegation of Power of Attorney, to some other persons is totally prohibited and not permissible in the eye of law.

2.11 Instruction regarding Certificate of Non-Employment of near relatives in BSNL

1. As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and government servant shall refer every such matter or contract to his official superior. This clause is applicable to all BSNL employees.

2. The near relatives of all BSNL Employees either directly recruited or deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs:-

I) the near relatives for this purpose are defined as.

- a. Member of a Hindu Undivided family.
- b. They are husband and wife. 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).

II) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. Therefore the tenderer should give a certificate that none of his/her such near relative is working in any unit of BSNL where he is going to apply for tender/work in annexure C. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage wherever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

3. EARNEST MONEY DEPOSIT

The bidder shall furnish, as part of its bid, a bid security/EMD as mentioned in Section-1(DNIT).

The MSE bidders are exempted from payment of bid security/EMD:

- 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) If a vendor 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.

The bid security/EMD is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security/EMD.

The bid security/EMD of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser.

The successful bidder's bid security/EMD will be discharged upon the bidder's acceptance of the award of work satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered services.

The bid security/EMD 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) If the bidder does not accept the letter of intent and/ or does not submit PBG & sign the contract/ agreement .

Note: - The bidder shall mean individual/company/ firm or the front bidder and its technology/ consortium partner, as applicable.

4 PERIOD OF VAILIDITY OF RATES

The rates offered shall remain valid for a period of one year from the date of signing the agreement. GMTD, Shimla may extend the period up to one more year in 4 spell of 03 months each with the consent of contractor if required on the same approved cost, terms and conditions. For extended or reduced period, the estimated cost and quantity shall increase or decrease proportionately. Additional security @ 3% of the additional quantum will be recovered from running bills of contractor. The PBG/FD/DD period given at the time of agreement has also to be enhanced as per requirement.

5. BID COMPONENTS

SEALING AND MARKING OF BIDS:

The bids may be called under Single stage Bidding & two envelopes system

The details of sealing & marking of bids in each case is given below:

The bidder shall submit his bid in two envelopes

- The First electronic envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per e-tendering instructions.
- The second electronic envelope will be named as Financial bid (BOQ) containing Price Schedules as per Section-XVII
- Bid sealing is done electronically by encrypting each bid part with asymmetric pass phrase by the bidders himself. Please refer e-tendering instructions.

- (a) The envelope, containing Offline documents mentioned in e-tenderings shall be sealed properly by the bidder and addressed to:

AGM (CFA)

O/o GMTD, Block No. 35, SDA Complex, Shimla-171009

- (b) The envelope shall bear the name of the tender, the tender Number, and the words "DO NOT OPEN BEFORE" due date & time.....

- (c) The envelope should be dropped in person in the tender box placed in the office of **AGM (CFA)**, O/o GMTD, Block No. 35, SDA Complex, Shimla-171009 on or before due date & time of submission of bid as specified in DNIT.

If offline documents are not delivered up to date & time of submission of bid as specified in the NIT, the bid shall be rejected

SUBMISSION OF BIDS:

- Bids must be submitted online on e-tender portal **www.etenders.gov.in** and offline (Bid document cost,EMD,POA) by the bidder at the address specified under clause 5 not later than given date & time of

submission of bid as specified in DNIT

- The BSNL Shimla may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 5 of this section in which case all rights and obligations of the BSNL SHIMLA and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- **Postponement of Tender opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the newspapers in which original NITs have been published and also on our website. If the date of opening of bids is declared as holidays, the bids will be opened on the next working date at the same time and venue.
- The Government of India if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the-bids will be opened on next working day, time and venue remaining unaltered.
- Tenderer should also write his name and address on the envelopes.
- The tender form should be filled legibly either in English or Hindi. Each page of the tender schedules and annexures should be signed by the contractor in token of accepting all terms and conditions there on & returned with the tender. All conditional or incomplete tenders will be rejected.
- Tender shall be evaluated on overall basis.
- No bid shall be accepted online either by e-Tender Portal or offline document by the BSNL SHIMLA after the specified deadline for submission of bids prescribed by the BSNL SHIMLA

6 SECURITY DEPOSITE/Performance Security:

6.1

- a) “The total performance security is required 3% of the approved tender cost. An amount equal to 3% of the approved tender-cost of successful non-MSE bidder will have to deposit as security-deposit at the time of signing of agreement in form of DD/Banker Cheque/FDR/Bank guarantee valid for 18 months from the date of agreement, issued from a nationalized/scheduled Bank in name of Accounts Officer (Claim) BSNL, O/o GMTD, SHIMLA payable at SHIMLA.
- b) In case of MSE bidder, performance security @ 3% of amount of work awarded will be deposited at the time of signing of agreement in form DD/Banker Cheque/FDR/Bank guarantee valid for 18 months from the date of agreement, issued from a nationalized/scheduled Bank in name of Accounts Officer (Claim) BSNL, O/o GMTD, SHIMLA payable at SHIMLA.
- c) The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract.
- d) The performance security deposit shall be refunded after expiry of warranty period of last work executed provided that there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document on production of no dues certificate & satisfactory completion/ performance certificate from “engineer-in-charge” & final settlement of GST and store material account. The warranty period will be 6 months from date of execution of the work by the contractor.
- e) No Interest will be paid to the contractor on the Earnest Money or the security deposit or the amount payable to the contractor under the contract.

Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in the bid document or **FDR in favor of AO (Claim) O/o GMTD Shimla.**

Performance Security will be discharged after completion of Service Provider’s performance obligations under the contract.

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

7. OPENING OF BID BY B.S.N.L.

The BSNL shall open the bids online in the presence of the authorized representatives of bidders online or physically present who wish to attend, at time & date specified in DNIT. The bidder’s representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in the bid opening ..

One representative for any bidder shall be authorized and permitted to attend the bid opening.

The Bids shall be opened in the following manner:

7.1. Name of envelopes to be opened & information to be read out by Bid Opening Committee.

At the time of opening the bids, initially envelope containing offline documents of all bidders will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidders will be opened who would have submitted required documents as offline submissions

The techno-commercial bid shall be opened on the date and time of tender opening given in DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives.

- i) The following information should be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder.
 - b) EMD amount & validity and acceptability.
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.

- ii) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Quantities/prices quoted in the bid
 - c) Zones for which rates are quoted

The bidders who have submitted proper bid security as per tender document, submitted with the bid shall be examined and recorded by the TOC. After opening the Technical bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

The **Financial Bid** shall be opened only for those bidders who are technically qualified by TEC and approved by competent authority

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

8. TECHNICAL BID EVALUATION AND ELIGIBILITY VERIFICATION.

The BSNL shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, marked, sealed etc., whether they comply with the all eligibility conditions & commercial conditions and whether the bids are generally in order.

During the evaluation process the documents may be classified in two categories:-

- a. Essential Document:- Experience certificate, EMD & Cost of tender document or MSME/NSIC bodies certificate in case of exemption from tender fee and EMD which makes the bid valid.
- b. Other Documents:- All other document required in the tender EPF,ESI, PAN card, GST certificate, affidavits etc.

The TEC reserve the right to collect the documents other than essential documents directly from the bidder within time frame to submit conclusive report to tendering authority.

Conditional bids will totally be rejected.

Prior to the detailed Price Bid evaluation, the BSNL will determined 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 material deviations. **The BSNL's determination of bid's responsiveness is to be based on contents of the bid itself without recourse to extrinsic evidence.**

A bid determined as **substantially non-responsive** will be rejected by the BSNL and shall not subsequent to the bid the Bidder make opening responsive by correction of the non-conformity.

The 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 effect the relative ranking of the Bidder.

9. PRICE BID EVALUATION OF SUBSTANTIALLY RESPONSIVE BIDS.

The BSNL shall evaluate ' **Price Bid** ' and compare the bids previously determined to be substantially responsive.

Rates quoted should include all taxes/duties, transportation charges for engineer's visit, labour charges including EPF, ESI & minimum wages and charges for components required to be replaced during repairs including transformer (all type), Contractor, control card, SCR, Filter circuits, General repairs, module repairing and control circuits repairing etc but excluding GST if applicable.

More than one bidder can be approved.

Separate bidder for different kind/type/capacity of Power Plant can be approved

Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, his bid shall be rejected.

10. QUALIFICATION FOR AWARD OF CONTRACT.

The BSNL shall consider award of work only on those Bidders whose offers have been found commercially and financially acceptable.

The BSNL reserves the right to award the work to one or more bidders as per approved rates.

11. ISSUE OF LETTER OF INTENT

The issue of a letter of Intent (LOI) / Provisional approval letter (PAL) shall constitute the intention of the BSNL to enter into the contract with the Bidder.

The Bidder shall within 15 days of issue of the LOI/ letter of acceptance/ PAL of tender, will give his acceptance along with Security Deposit for an amount equal to 3% of approved Contract value and sign the agreement on non-judicial stamp paper(s) of appropriate value.

12. SIGNING OF AGREEMENT:

The signing of agreement (on non judicial stamp paper) shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL with in 15 days from the date of acceptance of tender or in a specified time period as decided by the competent authority.

13. PAYMENT

Bills in duplicate with EPF deposit details particular duly stamped should be submitted to the concerned field officer after completion of the work on monthly basis, who in turn will forward the bill to AGM (CFA) for payment processing.

For ensuring the fulfillment /compliance of the provisions of EPF, ESI & Misc. Provisions Act 1952 by the contractor in respect of labourers/employees engaged by the contractor for performing the work of BSNL.

The Bill of vendor will be processed by AGM (CFA) B.S.N.L. O/o GMTD Shimla BA on submission of bills. For claiming this payment the following documents are to be submitted to the paying authority.

- (a) Vendor has to submit Tax (GST) Invoice in triplicate clearly indicating GSTIN registration number and break up details of composite price i.e. Basic, GST etc.
- (b) Necessary work done satisfactory certificated duly endorsed by SDE/ Incharge concerned and countersigned by DET.
- (c) TDS/TCS shall be deducted at prescribed rate, if any (as the case may be).
- (d) Proof of payment of GST.
- (e) Bill should bear the agreement number and work order Number.
- (f) Vendor should submit the bill within 30 days after completion of work.
- (g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

1. If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier

2. Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal .

1) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

2) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

The contractor shall register their establishment with EPFO and upload the contribution of the employees through **Electronic Challan Cum Return (ECR)** & Submit every month a copy of ECR along with the challan containing in the relevant details. All the bills submitted by the contractor should be accompanied with a copy of ECR & challan of last month.

While making final payment, any amount due to the BSNL will be deducted from the pending bills or the security deposit.

GMTD Shimla shall not be liable to pay any interest on delayed payments of the bills.

Any penalty due shall be recovered from the bills submitted by the contractor.

No advance payment will be made.

14. CHANGES IN WORK ORDERS

The quantities indicated in "Schedule of requirement" are only approximate and subject to revision without prior notice. However, such variations would normally be limited to only $\pm 25\%$. The approved rates will

remain binding on the contractor not with standing the changes in the quantities.

15. PENALTY

Contractor shall either rectify the fault and make available the equipment for ready working or replace the faulty unit by a stand by unit (will be arranged by the contractor at his own) in a good working condition within 5 days of reporting of fault, failing which a penalty of Rs 200 (Rs. Two hundred only) per day shall be imposed. Penalty so imposed shall be limited to 10% of the work order issued. The day penalty reaches 10% of the work order issued the contractor should stop working and seek approval from GMTD Shimla for further working which will be at the discretion of GMTD Shimla. In such case GMTD may forfeit security deposit (in part or full) also in view of contractor's poor performance. Work order issuing authority & SDE In charge will also continuously monitor these types of cases & will take action as per tender terms & conditions.

16. TERMINATION FOR DEFAULT

The GMTD Shimla may, without prejudice to any breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.

- (a) if the Contractor fails to complete the work within a stipulated time.
- (b) if the Contractor fails to perform any other obligation(s) under the Contract; and
- (c) if the Contractor, in either of the above circumstances, does not remedy his failure within a period of 3 days (or such longer period as GMTD Shimla may authorize in writing) after receipt of the default notice from the GMTD Shimla or any other officer on his behalf.

In the event of any default, if the GMTD terminates the contract in whole or in part GMTD may arrange means for getting the work done upon such terms and in such manner as it deems appropriate. In such circumstances the contractor shall be liable to the GMTD Shimla for any excess cost for similar work.

17. TERMINATION FOR INSOLVENCY

The GMTD Shimla may at any time terminate the Contract by giving written notice to the contractor without any compensation, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court. Such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GMTD.

18. ARBITRATION

A. 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 within six months from the date of completion of work to the sole arbitration of the Chief General Manager HP Telecom Circle, Shimla or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the being entrusted whether in addition to the functions of the CGM HP Telecom Circle, Shimla or by whatever designation such officers may be called (hereinafter referred to as the said officer) and the Chief General Manager HP Telecom Circle, Shimla the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by Chief General Manager HP Telecom Circle, Shimla, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 2015 There will be no objection to any such appointment that the arbitrator is Nigam servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Nigam Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager HP Telecom Circle, Shimla or the said officer shall appoint person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

B. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 2015 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

C. The venue of the arbitration proceeding shall be the Office of the Chief General Manager Telecom. Himachal Circle, Shimla or such other Places as the arbitrator may decide.

19. COURT JURISDICTION

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of letter of intent shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

Where a vendor 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 Shimla only”.

Note:- *Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

20. SET OFF

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

21. GST

The contractor will abide by GST rules as applicable. The Registration in the concerned GST department is essentially required. Rates of GST will be excluded to the rates approved. GST will be paid by BSNL for the Bills. It will be contractor's responsibility for depositing the GST properly and within scheduled time as per applicable GST rules & regulation and he will claim the same from BSNL accordingly in concerned bills.

SECTION-III
SCHEDULE OF REQUIREMENT

1. Repair/servicing Cost on Rate Contract should be quoted in the online Financial Bid/ BOQ only on e-tendering portal duly digitally signed by the tenderer, which shall hold good up to the period of agreement / extended period. These repair/servicing costs are to be given in the on-line PRICE BID format enclosed with the document. These rates will be including all taxes but excluding GST, if applicable.
2. The details of all Power plant / modules and actual installation at Telephone exchanges/ BTS Site locations bidder is advice to visit the sites before participation:

Servicing and repairing of power plant/ SMPS modules 25, 50, 100 & 200 Amp. of different makes including replacement / repairing of components and transformers Available at various telephone exchanges/ BTS site locations in Shimla BA.

S.No.	Type of Power plant Modules to be Repaired	Total Qty (In Nos.)	Estimated rate INR	Total Estimated rate INR
1	25 Amps	75	1500	112500
2	50 Amps	153	2300	351900
3	100 Amps	140	3600	504000
4	200 Amps	6	5100	30600
			Total	999000/-

Note: The quantities indicated above are only approximate and subject to revision without prior notice. However, such variations would normally be limited to only $\pm 25\%$.

SECTION – IV

PART - I
PRICE BID FORM

To,

AGM (CFA)
O/o GMTD BSNL,
Block no. 35, SDA Complex
Shimla-171009

Ref: Your tender enquiry no -----

Dear Sir,

1. Having examined the conditions of contract and specifications including sections and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to give annual maintenance as per conditions of contract and specifications for the sum shown in the schedule of Rate contract charges attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, we will execute the work in accordance with specification, time limit and terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date of opening of the financial Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Work 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of2022

Name and Signature

In the capacity of

Duly authorized to sign the bid
for and on behalf of

Witness

Address

Signature

SECTION-V

PERFORMANCE SECURITY GUARANTEE BOND

(On Non-Judicial Stamp Paper only)

The B.S.N.L.,

Acting through General Manager Telecommunications District,

1. In consideration of the GMTD, BSNL, S H I M L A (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement / Advance Work Order No. _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the A.O. (Claim) O/o GMTD Shimla by cheque/ DD on or behalf of BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

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

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of _____ (period as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during and even after its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____

for _____
(Indicate the name of bank)

PROFORMAS

For the BIDSECURITY/EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD inform of Bank Guarantee (EMBG).

Whereas M/s having registered office at
..... (Hereafter referred to as Bidder) has
approached us for giving Bank Guarantee of Rs./- (hereafter known
as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity
date") in favour of (Hereafter referred to as BSNL) for
participation in the tender of work of.....vide
tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to

vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;

- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL 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 BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim) BSNL" payable at
.....

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

SECTION-VI

AGREEMENT

(On non judicial Stamp Paper only)

The successful tenderer shall have to execute the following agreement;

This agreement made on this _____ day of _____.... between the Chairman cum Managing Director BSNL acting through General Manager Telecom District, Shimla (hereinafter referred to as "the Nigam") of the one part; and of (Name and Address of approved supplier). (hereinafter referred to as "the supplier") of the other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work for repairing and servicing of POWER PLANT/ MODULES, working in Telecom District Shimla on the terms and conditions herein contained in e-tender 002-614/2022-23/Tender/PP Modules/Repair/Opn/SML dtd 25.05.2022 and the rates approved by the BSNL (Copy of the rates enclosed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows

1. The contractor shall, during the period of this contract that is to say fromto..... for Rs-----
------(In words)----- or until this contract shall be terminated by such notice as is hereinafter mentioned , safely carryout, (by means of persons employed at his own expenses) all associated work of repairing and servicing of POWER PLANT/ MODULES working in Telecom District Shimla as described in tender documents elsewhere . The contractor understands that the work mentioned on the schedule is likely to change as per actual requirement as demanded by exigencies of service
2. Whereas the Nigam is desirous that certain Services and ancillary services should be provided by the supplier, viz. (brief description of Services and services) supply etc; of _____ and has accepted/approved a tender submitted by the supplier in response to the Nigam Tender document reference (NIT NO. _____ dated_) for the supply of those Services andservices at the rates as mentioned in Acceptance/Approval letter.
3. Now this agreement witnessed as follows:
4. In this agreement words and expressions shall have the same meaning as in the terms and conditions in the above referred tender documents.
5. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz. :
 - the NIT, Tender form, the supplier’s offer and the price schedule submitted (up to the limit it has been accepted in writing by the Nigam in the acceptance letter/purchase order);
 - the schedule of requirement/ list of items and the technical specifications in the above referred tender documents.
 - the acceptance/approval letter No. _____ dated _____.
6. In consideration of the payment to be made by the Nigam to the supplier as hereinafter mentioned, the supplier hereby covenants with the Nigam to provide the Services and services and to remedy defects therein in conformity in all respects with the provisions of the Nigam acceptance letter/purchase letter and tender documents.
7. The Nigam hereby covenants to pay the supplier in consideration of the provision of the Services and services and the remedying of defects therein the contract price or such other sum as may become payable under the provision of the tender documents and acceptance/purchase letter.
8. In the witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Above written

Signed sealed & Delivered by the above named Contractor in the presence of.

Sig

Witness

1.

2.

Signed & Delivered by the On Behalf of BSNL
Signature of tenderer with seal

PROFILE OF THE BIDDER



- 1. Full Name of the bidder :
- 2. Address :
- 3. Telephone & Mobile numbers :

 - a. Office :
 - b. FAX :
 - c. Residence :

- 4. Whether proprietary/partnership/Pvt Ltd/Public Ltd:
(Pl. attach attested copies of document of registration/incorporation of your firm with the competent authority as required by business law)
- 5. Name(s) of proprietor/partners :
- 6. Name(s) and particulars of collaborators, if any, and type of collaboration with documentary evidence :
- 7. Address of works :
- 8. Authorization to sell and support the software offered :
- 9. Registration particulars :
- 10. Income Tax Account (PAN) No. :
(Photocopy should be attached)
- 11. GST Registration No. :
- 12. Annual Balance Sheet for latest year :
- 13. Service Network with details of type of office
 - i. Address :
 - ii. Telephone numbers :
 - iii. Staff particulars for :
 - iv. Hardware support :
 - v. Software support :
 - vi. E Mail address :
- 14. Particulars of EMD submitted as per clause DD No.
- 15. Any other relevant information :
- 16. **E-Mail address**

I/We hereby declare that the information furnished above is true and correct as per my best of knowledge.

Place:

Date:

Signature of _____

In capacity of _____

Duly authorised to sign the bid for and on behalf of _____

ANNEXURE - B

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach AGM (CFA) before the date/time of bid opening)

To

AGM (CFA)
O./o GMTD, Shimla

Subject : Authorization for attending bid opening on _____ in the Tender
of _____.

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate
Representative

Signatures of bidder

or

Officer authorized to sign the Bid
Documents on behalf of the Bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

Near relative certificate(s)

[For individual & proprietorship firms]

I.....S/o Shri..... resident ofhereby certify that none of my relative(s) as defined in the tender document (clause 2.11 of section II) is / are employed in BSNL units as per details given in tender document. In case at any stage it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Signature of the contractor with seal

or

[For companies & Partnership firms]

We.....(name of firm).....hereby certify that none of relative(s) as defined in the tender document (clause 2.11 of section II) of any functionaries of firm/company is / are employed in BSNL units as per details given in tender document. In case at any stage it is found that the information given by us is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to us.

Signature of all partners/directors with seal

Note: Only applicable certificate should be signed essentially.

E-TENDERING INSTRUCTIONS TO BIDDERS**General**

These Special Instructions (for e-Tendering) supplement “Instruction to Bidders”, of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, BSNL Shimla has decided to use the portal <http://www.etenders.gov.in> through Central Public Procurement Portal of NIC, (Govt. of India) New Delhi.

1. Tender Bidding Methodology:

Sealed Bid System – ‘Single Stage Using Two Envelopes’,

The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Clarification to Tender Documents on CPPP
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
8. Submission of offline documents in sealed envelope to AGM (CFA) O/o GMTD, Shimla on or before due date & time.
9. Attend Online Tender Opening Event (TOE) of Techno-commercial Part
10. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL’s Post-TOE queries
11. Attend Online Tender Opening Event (TOE) of Financial-Part (Only for Technical Responsive Bidders).

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

3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

To use the CPPP (<https://www.etenders.gov.in/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User of that organization. For further details, use the CPPP www.etenders.gov.in, the vendor should visit the home page of the portal www.etenders.gov.in and go to the e-procure link then select Bidders Manual KIT and follow further instructions as given on the site.

5. Method for submission of bid documents:-

The bid-submission shall be online on CPPP, however, some documents mentioned in clause 5.2 are to be submitted physically offline as follows:

Online submission:

S.No	Contents of 1st Envelope (Techno-Commercial Bid) (As applicable) (To be submitted on line)
1	All documents as mentioned in of Instruction to bidders for Expression of Interest.
	Contents of 2nd Envelope (Financial Bid/ BoQ) (To be submitted online)
1	Original Price Schedule (BOQ)

- Note:-** (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning “The document < Name> called vide clause _____ is not applicable on us”.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF format file

- a. Please take care to scan documents such that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- b. Utmost care may be taken to name the files / documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.
- c. It is advised that all the documents to be submitted as mentioned above of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission. Price schedule (Financial Bid) as per Annexure XVII may be downloaded and rates may be filled appropriately and separately for different blocks. This file may also be saved in a secret folder on your computer.
- d. The names and total size of document (Preferable below 50 MB) may be checked before uploading.

Offline Submissions:

The bidder shall submit the following documents offline to **AGM (CFA) O/o GMTD, BSNL, Shimla** on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words “DO NOT OPEN BEFORE ” (due date & time).

1. EMD-Bid Security (Original copy).
2. DD/ Bankers cheque/Cash receipt against payment of tender fee (Original copy).
3. Power of attorney/ proprietorship concern affidavit. (If applicable)
4. In case of MSE Bidder, Valid MSE Certificate of tendered items, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.

Note: The Bidder has to upload the Scanned copy of all above said documents during online Bid submission also.

6. Special Note on Security of Bids:

Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in CPP

7. Public Online Tender Opening Event (TOE) :

CPPP offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the **Public** Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders duly authorized are requested to carry laptop and wireless connectivity to internet. Every legal requirement for a transparent and secure “**Public** Online Tender Opening Event (TOE)” has been implemented on CPPP.

- The bids will be opened in 2 stages i.e.(i) Techno-commercial bid & (ii) **Financial bid (BOQ)**. The techno-commercial bid shall be opened on the date of tender opening given in DNIT. The financial bid (BOQ) will not be opened on the date of opening of techno-commercial bids.
- As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself) by the TOC, salient points of the bids are simultaneously made available for downloading by the participating bidders. The documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
- Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority and the same report of TEC will be uploaded on e-tender portal of techno-commercially compliant bidders for information of financial bid opening.
- The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/authorized representatives.

The following information should be read out at the time of Techno-commercial bid opening:-

- a.Name of the Bidder
- b. Name of the item
- c.EMD amount & validity and acceptability
- d. Information in respect of eligibility of the bidder
- e.Details of bid modification / withdrawal, if applicable

(iii) The following information should be read out at the time of Financial bid opening:-

- f. Name of the Bidder

- g. Name of the item
- h. Quantities / prices quoted in the bid
- i. Taxes & levies.

8. PRICE SCHEDULE / (Financial bid)

Utmost care may kindly be taken to upload Price Schedule (**Financial bid**). Any change in the format of Price Schedule (**Financial bid**) shall render it unfit for bidding. Following steps may be followed:-

Down load price quoted rates in XLS format.

Fill rates in down loaded price schedule as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.

File is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded

Save filled copy of downloaded price schedule (**Financial bid**) in your computer and remember its name & location for uploading correct file (duly filled in) when required.

9. OTHER INSTRUCTIONS :

For further instructions, the bidder should visit the home-page of the portal (www.etenders.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links of e-procurement portal (CPPP), and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following "FOUR KEY INSTRUCTIONS for BIDDERS" must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

(BSNL shall not be responsible any problem arising out of internet connectivity issues).

10. Minimum Requirements at Bidders end

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)

Broadband connectivity.

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s) for users.

Note: Please visit CPPP (<https://www.etenders.gov.in>) for more details and latest amendment

Financial Bid/ BOQ.

PART-B

PRICE BID FOR REPAIR/SERVICING OF POWER PLANT/ MODULES OF SHIMLA BA ON RATE CONTRACT BASIS

Tender No: 002-614/2022-23/Tender/PP Module/Repair/Opn/SML date 25.05.2022

NUMBER #		TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description		Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1.1	Repair of 25AMP SMPS Module (All Makes)		75	Nos	1500	112500.00	INR One Lakh Twelve Thousand Five Hundred Only
2.1	Repair of 50AMP SMPS Module (All Makes)		153	Nos	2300	351900.00	INR Three Lakh Fifty One Thousand Nine Hundred Only
3.1	Repair of 100AMP SMPS Module (All Makes)		140	Nos	3600	504000.00	INR Five Lakh Four Thousand Only
4.1	Repair of 200AMP SMPS Module (All Makes)		6	Nos	5100	30600.00	INR Thirty Thousand Six Hundred Only
Total in Figures						999000.00	INR Nine Lakh Ninety Nine Thousand Only
Quoted Rate in Figures				Select		0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only	

Note: The Rate is inclusive of all Taxes but excluding of GST (If applicable).

RATE IS TO BE FILLED IN ONLINE BOQ / PRICE BID ONLY.

Note:-

- Rates quoted should include all taxes/duties, transportation charges for engineer's visit, labour charges, EPF, ESI, Minimum wages and charges for components required to be replaced during repairs including transformer (all type), Contractor, control card, SCR, Filter circuits, General repairs, module repairing and control circuits repairing etc but excluding of GST if any.

Signature of tenderer with seal