



BHARAT SANCHAR NIGAM LTD
O/O THE GENERAL MANAGER TELECOM DISTT. SHIMLA

Bid Document

Tender for Repair work of SMPS type DC power plants in Shimla SSA

NIT No:- 002/490/2014-15/Tender/P.Plant/Module/ Plg/SML/4 Dated 11.11.2014

Date of Submission of Bid:- 27.12.14 up to 14:30 hrs

Date of Opening of Bid :- 27.12.14 at 15:00 hrs

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BHARAT SANCHAR NIGAM LTD.
OFFICE OF THE G.M. TELECOM DISTT. SHIMLA
NOTICE INVITING TENDER

NIT No: 002/490/2014-15/Tender/P.Plant/Module/ Plg/SML/4

Dated 11.11.2014

Wax / Properly sealed tenders are invited by the GMTD Shimla on behalf of the Chairman cum Managing Director, BSNL for "Repair work of SMPS Type DC Power Plant in Shimla SSA" from the eligible bidders for the following sections :-

Cost of tender document =Rs 1138/-

Date of Opening of tender - 27.12.14 at 15:00 hrs

Section	Description of work	Estimated Cost of work(Rs)	Bid Security amount(Rs)
I	Repair of faulty modules of SMPS type Power Plant at Telephone Exchanges in Shimla SSA	1164900/-	29123/-
II	Repair of faulty modules of SMPS type Power Plant at BTS Sites in Shimla SSA	532400/-	13310/-

Conditions :

The tender should be submitted in properly sealed cover super scribed "Tender for Repair of SMPS type DC Power Plant in Shimla SSA". The tender should be addressed to the AGM(Planning) O/o General Manager Telecom Distt. Shimla and duly filled tender document as per instructions along with prescribed bid security for the section for which bidder intend to participate in the form of Demand Draft in favour of A.O (Cash), BSNL % GMTD Shimla-9 payable at Shimla should be submitted up to 14.30 hrs. on the date of opening of tender . No tender will be accepted after due date and time. Single bid can be submitted for both sections.

1. The successful tenderer has to submit performance security equal to 10% of the contracted amount within 10 days of suppliers advance purchase order / work order in the form of Bank guarantee issued by scheduled bank valid for eighteen months and in the form provided in the bid document Annexure-B or bank draft payable to A.O(Cash), BSNL % GMTD Shimla .
2. Incomplete/conditional tender will be summarily rejected.
3. The General Manager Telecom Distt. Shimla reserves the right to accept or reject any or all tenders without assigning any reason.

4. Eligibility: *The prospective bidders should also satisfy following conditions :*

He should have completed similar work in BSNL/MTNL/PSU/Govt. department as per detail given below during last three financial years ending last day of month previous to one in which the tenders are invited:

- (i) Three similar completed works each costing not less than the amount equal to 40% of estimated cost.

OR

- (ii) Two similar completed works each costing not less than the amount equal to 50% of estimated cost.

OR

- (iii) One similar completed works costing not less than the amount equal to 80% of estimated cost.

(iv) Copy of Service Tax Registration duly attested.

(v) Copy of PAN issued by Income Tax Department duly attested.

(vi) Copy of Sales Tax Registration duly attested.

(vii) Proprietorship deed or Partnership deed as the case may be.

(viii) Copy of EPF registration duly attested.

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 providing genuineness of the submitted documents would rest with the bidder .

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Note: Tender document downloaded from website www.hp.bsnl.co.in can also be used for bidding purpose. The DD for an amount equal to the cost of tender form, drawn in favour of AO (Cash)-BSNL-O/O GMTD Shimla payable at Shimla should be enclosed alongwith the qualifying bid without which the bid document will not be valid.

AGM(Planning)
O/O GMTD, Shimla

TERMS AND CONDITIONS

INSTRUCTIONS TO TENDERERS:-

1 Submission of Tenders:

- 1.1 The bigger sealed envelop superscribed as "Tender for Repairing of SMPS Type DC Power Plant in Shimla SSA" with NIT No. , will contain two sealed envelopes separately for "Qualifying Bid" & "Financial Bid" which should be clearly written on the envelopes and addressed to AGM (Planning) O/o G.M.T.D Shimla enclosed in Wax Sealed/Cello / Scotch tape sealed cover should be dropped in tender box in the office of GMTD Shimla.
- 1.2 The tender received in cover not sealed with Wax /Cello / Scotch tape will not be considered and will be returned back as unqualified bid.
- 1.3 The tenderer should certify and affix a signature on each and every page of the tender documents and return it along with his tender offer as token of his acceptance of each of the condition specified in each page of the tender document.
- 1.4 All conditional or partly filled tenders will be rejected. For any corrections, old entry should be scored by a single line and fresh entry should be made. All corrections should be clearly attested with full signatures by the same person , signing the tender. Any over writing etc. will render the tender liable for rejection.
- 1.5 Tender will be opened on the date and time as mentioned in NIT in presence of tenderer / their representative not more than one at their own cost.
- 1.6 The tender bids shall be opened on the stipulated date and in case of the date falling on any holidays or incase of unforeseen contingencies, the bids shall be opened on the next working day at the same time without any further notice.
- 1.7 Any attempt to influence the authorities competent to accept the tender directly or indirectly, the tenderer will render the tender exclusion from consideration.
- 1.8 Tenders without the prescribed bid security will not be considered for acceptance.
- 1.9 Conditional tenders are liable to be rejected without assigning any reason.
- 1.10 Any scoring/overwriting shall be treated as objectionable and the correction of any should be properly signed by the tenderer.
- 1.11 The rates should be quoted on the tender in figures as well as in words and it should be inclusive of all taxes, incidental charges etc except service tax which shall be payable extra as applicable . In case of difference between figures and words, the words will prevail on the figures.
- 1.12 The successful tenderer will have to execute an agreement and unsuccessful tenderers will be advised for refund of their bid security. The successful tenderer shall have to deposit security money after receipt of acceptance letter within stipulated time. The bid security shall be adjusted against the security deposit.
- 1.13 The quantum of work may vary from estimated cost in the tender and the tenderer will not have any right to such claim.
- 1.14 No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non-executive employees working in BSNL & executive employees (also called Group 'A' & Group 'B' officers) working in BSNL either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :
 - (i) Members of Hindi Undivided Family,
 - (ii) They are husband and wife,
 - (iii) 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).The tenderer(s) should give a certificate to the effect that none of his/her such 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 bid security/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit..

- 1.15 GMTD Shimla is not bound to accept the illogically quoted lowest rates.
- 1.16 Clause by clause compliance of specification as well as terms and conditions of tender shall be given. The bidder in lieu of it must sign each page of tender document to convey acceptance of specifications, terms and conditions of tender documents.
- 1.17 GMTD Shimla reserves the right to reject or accept all or any tenders, in full or in parts without assigning any reason thereof.

2 ELIGIBILITY

As per NIT

3 DECLARATION

1. I agree to abide by the terms and conditions as laid down under NIT.
2. I have read out and inspected the documents, any irregularity found in my document, my tender may be cancelled or black listed for which BSNL will not be responsible.
3. For submission of false documents, evidences certificates etc. I shall be held responsible.
4. For payment, all departmental rules and regulations will be followed and the payment will be subject to availability of fund.
5. For any delay in payment, I will not claim it as right.
6. I shall abide with the rules and regulations of the BSNL, and will not carry out subversive activities, which are illegal and not permitted under terms and conditions laid in NIT.
7. For all disputes, the decision of GMTD Shimla shall be final and binding on the contractor.

4 QUALIFYING BID

The bigger sealed envelop superscribed as **tender for "Repairing of SMPS Type DC Power Plant" in Shimla SSA** will contain two envelops separately for **'Qualifying bid'** and **"Financial bid"** which should be clearly written on the envelops.

Qualifying bid envelop will contain the following documents.

- a) Photocopy of Service Tax Registration attested by Gazetted officer / Notary.
- b) Photocopy of PAN Card attested by Gazetted officer / Notary.
- c) Photocopy of experience certificate as per NIT attested by work executing authority.
- d) Tender Document duly signed by bidder on each page.
- e) Original Demand Draft of Bid Security as per NIT.
- f) Original **'Power of attorney'** in case person other than tenderer has signed the tender. Documents.
- g) Photocopy of Sales Tax Registration attested by Gazetted officer / Notary.
- h) Proprietorship deed or Partnership deed as the case may be duly attested.
- i) Photocopy of EPF registration duly attested.

Note:- No document will be entertained after opening of the tender and if any document found false at any time, the tenderer will be black listed. The financial bids of only those bidders will be opened at a later date whose bids are declared responsive. All documents must be signed by the bidder.

5 FINANCIAL BID

The financial bid envelop will contain only the schedule of rates in the Performa as supported with the tender documents. The financial bid Wax Sealed/Cello / Scotch tape sealed enclosure should be superscribed financial bids Repairing of SMPS Type DC Power Plant for Shimla SSA "

Both qualifying and financial bids should be enclosed in a bigger Wax Sealed/Cello / Scotch tape sealed envelop. Superscribed "Repairing of SMPS Type DC Power Plant " In Shimla SSA for the year 2014-15 and addressed to AGM (Planning) O/o GMTD Shimla.

6 QUOTATION OF RATES FOR SCHEDULE :-

- 6.1 In the case of illiterate tenderer the rates standard should be attested by a witness.
- 6.2 Rates will be quoted clearly in figure as well as in words. In case however if any difference rates quoted as such the rates quoted in words will be taken as correct.
- 6.3 All corrections, additions and deletion in the entries and tender paper will be signed in full by the tenderer with date. The errors or over writing shall not be permissible unless attested under the signature of the tenderer with date. The tender shall contain the name, residential address & places of business of person / persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full name and address of all partners or by a duly authorized representative followed by the rules and designation of the person signing. In case, it is signed by authorized representative a duly certified copy of the power of attorney in that behalf shall accompany the tender. In case of the partnership firm, attested true copy of the partnership deed must be submitted along with the tender which should be registered one.
- 6.4 All pages of all annexure of the tender documents shall be signed in full at the bottom right hand corner and signed wherever required in the tender paper by the tenderer or a person holding power of attorney authorising him to sign on behalf of the tenderer, before submission of the tender. All signatures in the tender document shall be dated.

7 REJECTION OF TENDERS:

- 7.1 The General Manager Telecom District Shimla reserves the right to accept or to reject any or all tenders without assigning any reason whatsoever.
- 7.2 GMTD Shimla also reserves his right to reject any or all the tenders in :
 - (a) Consideration of any tender deficient or incomplete in any of the requisite matters, particulars or formalities or for reason which shall not be disclosed to the tenderer.
 - (b) Consideration of any tender / offer which change the terms and conditions (other than those envisaged in the contract document sold) altered construction, specifications or time limits set forth in the tender documents.
 - (c) Incomplete tenders are liable to be rejected.
 - (d) Any or all the tenders received without assigning any reason whatsoever and will not be bound to accept the lowest tender.

8 VALIDITY:

- 8.1 The tender submitted for work shall remain open for acceptance for a period of 150 days from the date of opening of tender. If any tenderer withdraw his tender before the said period or make any modification in the terms and conditions of the tender not acceptable to the department then the GMTD Shimla shall without prejudice to any other rights or remedies available, be within his right to forfeit the bid security paid by the tenderer.
- 8.2 The tender awarded shall generally remain valid for a period of one year at the same rates, terms and conditions and no escalation of any kind whatsoever will be allowed or payable. GMTD Shimla however can extend the validity of the tender if he so desires up to a period of six months on the same rates, terms and conditions and up to a maximum period of one year (i.e. for six months) in case both the parties to the agreement willing for such extensions for second spell of

six months and the contract amount should not exceed more than 25% during the extension period.

- 8.3 However in case of such work orders issued in the belated periods of the period of execution extending beyond the period of said one year, such work order will be deemed to be continuing on the same rates, terms and conditions.
- 8.4 The contractor hereby covenants and declares that nobody connected with BSNL nor shall any person ever be admitted as partner in the contract.

9 BID SECURITY :

- 9.1 Bid security as specified in NIT is required to be paid for the tender in shape of crossed bank demand draft of any scheduled bank in favor of AO(Cash) BSNL O/o GMTD , payable at Shimla. Bid security in cash will not be accepted. Tender received without bid security will not be accepted/entertained. BSNL will not be liable to pay any interest on bid security.
- 9.2 The bid security of unsuccessful tender will be refunded within reasonable time after final decision of the tender in question without any interest, normally within 3 months from the date opening of tenders. The bid security deposit of successful tenderer, shall be adjusted towards security deposit for the due fulfillment of the contract, but shall be forfeited or adjusted if the tenderer fails to deposit initial security deposit and / or fails to execute the agreement within the period specified and on being called upon to do so after acceptance of the tender or fails to start the work as stipulated in the letter of intent / acceptances.
- 9.3 The bid security will be forfeited, if the tender is withdrawn by the tenderer before finalization of the tender.

10 SECURITY DEPOSIT:

- 10.1 The tenderer whose tender is finally approved, will have to deposit 10% of contract value of the work to the AO (Cash) BSNL, O/o GMTD Shimla in shape of Demand Draft / Bank Guarantee of any scheduled bank in favor of AO (Cash)) BSNL, O/o GMTD , payable at Shimla within seven days of acceptance of his tender for fulfillment of the contractual conditions. In case of Bank Guarantee it should be valid for 18 months period .
- 10.2 The said security deposited by the contractor shall be retained by the BSNL as security for the due and faithful performance by the contractor of each and all the covenants here in contained and on his part to be observed or performance with full power to the said GMTD Shimla for and on behalf of the BSNL. In case the contractor fails to perform satisfactory, fulfill, keep and observe all or any of the covenants, conditions or agreements on his part herein contained then unless the same is forfeited to retain the whole or any part of the same and to appropriate the same or any part thereof to the use of BSNL absolutely as and by way of liquidated damages or penalty and that without reference to the relative importance of the particular breach or breaches of contract which shall have occasions for such appropriations and whether Government/BSNL may have sustained as ascertainable pecuniary damages by such breach or breaches as aforesaid or not. In case of such appropriation or retention for whole or part of the said security of the contractor shall forth deposit further security for the amount or any amount sufficient to makeup the deficit as the case may be.

11 ACCEPTANCE OF TENDER AND AWARD OF WORK :

- 11.1 GMTD Shimla does not bind himself to accept the lowest tender or any tender or to assign any reason for rejecting any or all the tenders. He also reserves the right of accepting the whole or part of the tender and his decision in this regard shall be final and binding.
- 11.2 Tenderer shall have to co-operate with this Department/BSNL at each occasion as per its need to timely finalise the tender.
- 11.3 Tender will be accepted and contract will be finalized only with those of the tenderers who in the opinion of the GMTD Shimla are having the capacity and resources to execute the work assigned in the prescribed time as per the time schedule.

11.4 GMTD Shimla shall be within his rights to split the work in any manner he likes among more than one tender if found necessary by him and tenderer shall be bound to execute the work at the rates, terms and conditions as may be worked out for the lowest tenderer.

12 SIGNING OF THE CONTRACT AGREEMENT:

12.1 The successful tenderer after depositing security deposit shall be required to execute an agreement on a non judicial stamp of Rs. 100/- Only at his own cost in prescribed Performa . In the event of failure of the tenderer to sign the agreement within seven days of being called upon to do so after the acceptance of the tender, or in the event of his failure to start the work as stipulated, the amount of bid security and/or initial security deposit shall stand forfeited to the BSNL and the acceptance of the tender shall be considered as revoked.

13 TERMINATION OF CONTRACT AGREEMENT:

13.1 In the event of any breach by the contractor of any of the terms and condition hereof or in the opinion of the GMTD Shimla (Which will be final and conclusive) /officer nominated in thereof or any one of them shall have a power to follow any of the following courses as may deemed best suited to the interest of the BSNL.

- (a) To rescind the contract forthwith and blacklist the firm and in such case the security deposit of the contractor shall stand forfeited to the BSNL.
- (b) To fulfill the requirement of the contract agreement through other agencies whatsoever even at the higher rates as the case may be and difference of the cost may be recovered from the contractor's bills or deduct it from the security deposit or in any manner whatsoever. In addition the BSNL may adopt any course of action mentioned in sub para (a) above.

13.2 GMTD Shimla shall also be entitled and have the right and power to terminate or cancel this contract without assigning any reason by giving to the contractor a letter showing his intention to do so and on the expiry of period of 15 days contract shall automatically come to an end and the contractor will not be entitled for any compensation of any kind whatsoever on this account nor the BSNL. shall be responsible for the loss, damages etc. to the contractor as a result of such termination / cancellation.

13.3 The BSNL shall also be free to take due action for the appointment of new contractor after showing its intention as aforesaid. Such letter may be signed on behalf of BSNL by any of the officers mentioned in clause hereof. Such termination / cancellation shall not however absolve the contractor from the responsibilities / obligations / actions / pending against him on such date from this contract.

13.4 If the contractor die before expiry of this contract, the BSNL or any of the officers mentioned in clause hereof may at his option immediately determined this contract or require the heirs or legal representative of the contractor to carry out the same under the terms and conditions of the original agreement and such person shall be bound by such provisions.

13.5 Any notice required to be given under these pretents may be given either personally to the contractor under acknowledgement or by posting letter addresses to the contractor at the said addresses and shall deemed to be served at the time of such delivery or at the time of living the same with the contractor or in the case of posting at the time when the letter would have reached the contractor in the ordinary course of post.

13.6 The GMTD Shimla shall be at liberty by notice in writing to the contractor to rescind the contract in any and every of the following cases (started in sub para "a" to "j") and the contractor shall thereupon pay to the GMTD Shimla in addition to any sum or sums of money which the contractor may be liable to pay under provisions herein the before started such sum as the GMTD Shimla may decide to be reasonable compensations or the loss or inconvenience caused. The amount of the sum for such breach on the part of the contractor will be fixed by the GMTD Shimla and his decisions shall be final and conclusive against the contractor.

- (a) The contractor will submit for examination in the office of GMTD Shimla its books of accounts and all concerned papers mentioned by him in this connection within fifteen days of the date of its being called upon to do so, if the contractor fails to do so any/or.
- (b) If any fraud or fraudulent motive is detected in the contractors action with the department and / or.
- (c) The contractor demands undue charges not stipulated in this contract and/or.
- (d) If any person connected with the BSNL or any official drawing salary from the BSNL becomes in any way interested in this contract and/or.
- (e) If the contractor himself or any of his servants be guilty of fraud or attempt fraud in connection with the contract officer any bribe or gratuity to any person connected with the BSNL to any official drawing salary from the BSNL and / or.
- (f) If the contractor employees any outside agent or sublets the contract any right to payment there under without the consent in writing of the GMTD Shimla and /or.
- (g) If in the event of any deduction being made from the contractors security deposit the contractor fails to make good the amount of such deductions within the time herein before specified and /or.
- (h) If the contractor becomes insolvent or applies for relief and insolvent debtor and/or in case partnership firm when it is dissolved or reconstituted and / or.
- (i) If the contractor makes defaults in or fails to comply with any of the terms and conditions set forth in this contract and /or.
- (j) If the contractor work is found unsatisfactory in the opinion of the GMTD Shimla.

14 QUALITY OF WORK:

The BSNL shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the Contract Documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The GMTD Shimla has the right to prohibit the use of men and any tools, materials and equipments which in his opinion do not produce work or performance meet the requirement of the Contract Documents.

15. PAYMENT CLAUSE :

15.1 The BSNL will pay to the contractor for the satisfactory work completed by the contractor as mentioned in the schedule for this purpose. The contractor should submit his bills for work done duly verified by the concerned SDO/DE.

- (a) The bills are submitted in duplicate duly signed by the contractor. The two copies may be marked original and duplicate respectively. The contractor bill should contain Service Tax Registration No , PAN No & Sales Tax No. Statutory obligations as per law should be followed .
- (b) Details of work done as well as the stipulated rates are given.
- (c) The number and date of contract and work order be mentioned.
- (d) The certificate will be certified by the concerned DE/SDEs as per specification .
- (e) All payment will be made through RTGS.
- (f) Copy of Service Tax Challan of previous bill should be attached with next bill if any .

15.2 Checklist Points (To be endorsed on the bill in addition to requisite certificates.) :

Contract No.....dated.... Bill No. dated

- (i) Work has been done satisfactory as per contract bearing Number..... date.....
And further w/o Number.....date for the period
Provision exist in Estimate no.....
- (ii) Rate approved/accepted as per ANXof agreement

- (iii) All documents have been attached as required as per contract.
- (iv) No complaints received from labours .
- (v) Nothing is due from contractor .
- (vi) No damages done by the contractor during performance of duty.
- (vii) No substandard work has been done /
- (viii) No penalty is applicable as per contract.

16 FORCE MAJEURE :

In the event of being rendered unable by force majeure to perform this contract, then the obligation of the party affected by such force majeure shall be suspended for the whole period during which such cause lasts until normal operations are resumed and when such cause ends the execution of this contract must be resumed with all responsible dispatch. Should the execution of this contract be suspended by force majeure then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force major however shall not relieve the BSNL and its obligation to make payments to the contractor for the work satisfactorily executed period there to. The terms force majeure as employed herein shall mean Act of God, was do hand or undeclared, liabilities, enemy, action, legal lockouts and illegal strikes, tidal waves, forest , fires, major floods, explosions earth quakes, epidemics salvage extraordinary Act and Regulations of Central or State BSNL or Municipal Bodies, Upon the occurrences of such cause and its termination, the party rendered unable as aforesaid shall notify the other party in writing within 72 hours of the beginning and ending dates, giving full particulars and evidence if required.

17. EXTENSION OF TIME LIMIT (To carry out work beyond TAT) :

- 17.1 It will be in the discretion of the GMTD Shimla to revise or modify or extend the time limit specified for the work awarded as per work order to the contractor or to further specify the quantum of work to be completed within a specified period, a written request should be submitted by the contractor within TAT period explaining the reasons for which such extension of time asked for, and the GMTD Shimla in the particular case is convinced and satisfied that, such extension or revision or modification is in the interest of the BSNL. In such cases payment of penalty for delay become liable based on such revised or modified or extended time limits and the conditions under which such extension or modification or revision has been made.
- 17.2 The fact that, the time schedule has been altered at a certain stage of the work on request from the contractor as mentioned in the proceeding paragraph, upto the date of such revision is not further relaxable to the contractor.
- 17.3 The GMTD Shimla while revising the time schedule may further specify and make it one of the conditions for such modification of the time schedule that, the contractor may be prepared to pay further penalty for any delay in completion, of the work even beyond the periods specified in the modification time schedule.

18. RIGHT TO VARIATION IN QUANTITY :

BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of required quantity of service. The estimated cost of tender is based upon the expenditure incurred on the repair of SMPS modules during 2013-14. However the actual quantity of work will be based on the occurrence of faults during the contract period and the cost of contract will increase or decrease proportionality.

19. ARBITRATION

- 19.1 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, (**Himachal Pradesh**) 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 time being entrusted whether in addition to the functions of the Chief General Manager, (**Himachal Pradesh**) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, (**Himachal Pradesh**) or the said officer is unable to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL Servant has expressed view 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 unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another 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.
- 19.2 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 1996 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.
- 19.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, Himachal Pradesh or such places as the arbitrator may decide. The dispute may be requested for arbitration within six months from the date of completion of work by the contractor. The following procedure shall be followed:
- 19.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 19.3.2 There should not be a joint submission with the contractor to the sole arbitrator.
- 19.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 19.3.4 The onus of establishing his claims will be left to the contractor.
- 19.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 19.3.6 The "points of defense" will be based on actual conditions of the contract.
- 19.3.7 Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
- 19.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
- 19.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

**Signature of Tenderer
With Seal**

SPECIAL TERMS AND CONDITIONS

- 1 Income tax will be recovered as per the latest instructions from Income Tax Department.
- 2 No any new terms and conditions laid down from the contractor side are acceptable.
- 3 The tenderer will be bound by all terms and conditions and specifications detailed in the tender documents.
- 4 No interest will be payable on the Bid security/Security deposit and refund of security in subject to full and final after completion of contract.
- 5 It is understood and agreed that the contractor has carefully studied and satisfied himself as to the nature and location of the work, condition of equipment and facilities needed preliminary and during the execution of work the general and detailed description of the work to be done and the way in which work is to be carried out with in the schedule of specification the entire work are to be read together.
- 6 The General Manager Telecom District Shimla reserves the right to accept or reject any or all tender without assigning any reason whatsoever.
- 7 The contractor must carefully read all the terms and conditions and specifications before filling up the tender.
- 8 The work comprises of Power Plant & SMPS module repairing of different types and makes installed in various telephone exchange in Shimla Telecom District.
- 9 The repair work will be done at Sub Divisional level or as per instructions of Work Order issuing authority . The work order will be issued by AGM(Planning) o/o GMTD Shimla .
- 10 **PENALTIES :-**
Time allowed for repairing and return of repaired and tested OK modules (Turn Around Time or TAT) will be 25 days inclusive of the date on which faulty modules are collected for repair and the date on which the repaired and tested OK modules are returned. In case of delay beyond Turn Around Time of 25 days, a penalty of Rs. 100/-per day per module of 25 A & Rs 200/- per day per module 50A/100A/200A of delay will be imposed subject to maximum 10% of the work order amount .
- 11 The contractor shall keep adequate storage of spare parts and delay on account of non availability of these items will not be accepted.
- 12 The parts replaced during the contract period shall be of good quality and guaranteed for proper functioning as per warranty clause 17 .
- 13 Any clarification on the detail of work can be obtained from the concerned officer.
- 14 The BSNL will pay to the contractor as per **SN 15. Payment Clause of Terms & Conditions of Tender Document .**
- 15 The contractor shall be responsible for observance of and to obtain a valid licence /licences permission if any required under contract labour (R&A) Act. Workman's compensation of Act. Minimum wages Act, and under labour laws or under any other law/regulation/ enactments as applicable from time to time and under which the contractor is required to take such license/permission or to observe certain precautions/remedies and to make any payment to any authority or to his employee etc. and no reimbursement/ compensation whatsoever shall be payable by the GMTD Shimla. G.M.T.D Shimla will not be responsible for observance of such regulation/laws/enactment' and the contractor himself shall be liable for observance of the same. If at any stage the contractor is found to be liable under any such laws/regulations/enactments, the GMTD, Shimla shall have full power to take action against the contractor as required, by any authority governing such law/ regulations/enactment.

- 16 BSNL may waive any minor infirmity of 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.

17. WARRANTY :-

After repair , the warranty of repaired modules or complete power plant will be three months & in case repaired modules become faulty within the warranty period , the same will be repaired free of cost by vendor .

**Signature of the tenderer
Seal**

To,

The AGM (Planning)
O/o General Manager Telecom District
Shimla-9

Sir,

With reference to your tender notice No..... I / We hereby want to participate in the tender for Repairing of Power Plant work under the jurisdiction of Shimla SSA.

TENDER FORM FOR REPAIRING OF SMPS TYPE DC POWER PLANT WORK IN Shimla SSA FOR THE YEAR 2014-15.

1. Name of the Firm / Contractor
2. Address (i) Permanent
- (ii) Office
- (iii) Local Office.....
3. Telephone No. (i) Office
- (ii) Residence
- (iii) Local
4. Last date & time of submission
5. of Wax Sealed/Cello / Scotch tape sealed tender
6. Date & time of opening of tender
7. Bid Security Rs. paid vide D/D No.
- Dated
- Bank

Note : Contractor must give the local address & telephone no. at Shimla SSA at the time of agreement.

**Signature of the tenderer
Seal
Date**

Financial Bid

**Schedule of rates for Repair of SMPS Type DC Power Plants of Telephone Exchanges in Shimla
SSA for NIT No:- 002/490/2014-15/Tender/P.Plant/Module/ Plg/SML/4 Dated 114.11.2014**

SMPS Modules:-

S N	Description	Rate per Module (Rs.) inclusive all taxes except service tax	
		In figure	In words
1	Repair of 25 AMP SMPS Module (All Makes)		
2	Repair of 100 AMP SMPS Module (All Makes)		
3	Repair of 200 AMP SMPS Module (All Makes)		

- Note:** - (i) The above rates shall be inclusive of all taxes, (if any) service charges and including replacement of faulty components.
(ii) Service tax as applicable from time to time will be paid extra.

Signature of tenderer:

Seal:

Date:

Financial Bid

**Schedule of rates for Repair of SMPS Type DC Power Plants of BTS Sites in Shimla SSA for
NIT No:- 002/490/2014-15/Tender/P.Plant/Module/ Plg/SML/4 Dated 11.11.2014**

SMPS Modules:-

Sl. No.	Description	Rate per Module (Rs.) inclusive all taxes except service tax	
		In figure	In words
1	Repair of 25 AMP SMPS Module (All Makes)		
2	Repair of 50 AMP SMPS Module (All Makes)		
3	Repair of 100 AMP SMPS Module (All Makes)		

Note: - (i) The above rates shall be inclusive of all taxes, (if any) service charges and including replacement of faulty components.

(ii) Service tax as applicable from time to time will be paid extra.

Signature of tenderer:

Seal:

Date: