

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprises)

OFFICE OF THE GENERAL MANAGER UTTAR KANNADA TELECOM DISTRICT,

Main Telephone Exchange Kaju Bag, KARWAR - 581 301

TENDER FOR REPAIR OF SMPS POWER PLANTS OF VARIOUS MAKES INCLUDING ALL TYPES OF SPARES, WORKING IN DIFFERENT EXCHANGES OF KARWAR SSA FROM THE EXPERIENCED SMPS TYPE POWER PLANT REPAIRERS FOR THE YEAR 2009 - 2010

TENDER DOCUMENT NO.: D-150/Tender/P/P/2009-10/1 dated 31.08.2009

M/s.

SECTION NO. 1

OFFICE OF ISSUE : Asst. General Manager(Plg),

BSNL, Uttar Kannada Telecom District,

O/o. General Manager Telecom, Main Telephone Exchange Kaju Bag,

KARWAR - 581 301.

TENDER ITEM : Repair of all types of SMPS POWER PLANT

In Uttar Kannada TD.

TENDER NOTIFICATION NO. & DATE : D-150/Tender/P/P/2009-10/1 dtd. 31.08.2009

TENDER DOCUMENTS : AGM Planning(Plg), O/o. GMTD, BSNL,

AVAILABLE FROM UK TD, Karwar - 581 306.

APPROXIMATE COST OF TENDERED : R

WORK

Rs. 13,25,000/-

EMD / BID SECURITY : Rs. 35,000/-

COST OF TENDER DOCUMENT : Rs. 563/- (500 + 12.5% VAT)

Tender Documents issued up to	1600 Hours	21.09.2009
Last date of receipt of Tender Document	1300 Hours	22.09.2009
Date of Opening	1500 Hours	22.09.2009

SECTION NO. 2

On behalf of Chairman CMD BSNL, Sealed Tenders are invited by the General Manager, UK Telecom District, Karwar for repair of SMPS POWER PLANTS of various makes including all types of spares, working in different Exchanges of Karwar SSA from the experienced SMPS type Power plant repairers for the year 2009-2010.

1. SUBMISSION OF TENDERS

- 1.1 Tender should be submitted in the prescribed form which may be obtained in person from the office of the General Manager Telecom District, Karwar on cash payment of Rs. 563/- (Rs. 500+12.5% VAT) at the counter of the office of the General Manager UK Telecom District, Main Telephone Exchange, Kaju bag Karwar between 10.00 hours to 16.00 hours on all working days from 01.09.2009 to 21.09.2009 or can be downloaded from our Website http://karnataka.bsnl.co.in & www.tenders.govt.in. DD for Rs. 563/- drawn in favour of "BSNL UKTD Karwar" must be enclosed along with the tender.
- 1.2 The Sealed Tenders superscribed as "TENDER FOR REPAIRS OF SMPS POWER PLANTS" on the cover, should be addressed to Sri. N.A.M.Shaikh, Asst. General Manager(Plg), O/o. GMTD, Main Telephone Exchange Kajubag, Karwar 581 301, so as to reach him on or before 1300 hours of 22.09.2009 by post or courier.
- 1.3 Last date for issuing Tender Form is 21.09.2009 up to 16.00 hours.
- 1.2 The Sealed Tenders will be opened by AGM(Plg), O/o. GMTD, Karwar or by any Officer authorized by him at 1500 hours on <u>22.09.2009</u> in the presence of such of those tenderers who may choose to be present.
- 1.3 Eligibility: The tenderer should have experience in repair of SMPS types Power Plants and he/they should produce the experience certificate issued by an officer not below the rank of DE of BSNL or any other PSUs which is mandatory.
- 1.4 The tenderer should have registration certificate under Service Tax.

2 <u>DEPOSITS</u>

- 2.1 Each tender should be accompanied by an EMD of Rs. 35,000/- (Rupees Thirty Seven Thousand Five Hundred only) in the form of Demand Draft drawn in favour of the "BSNL UKTD Karwar". Tender without EMD will be rejected. The EMD of the successful tenderer will be forfeited if the tender is withdrawn after opening of the tender.
- 2.2 EMD of successful tenderer will be retained with BSNL as Security Deposit during the currency of the tender and EMD of unsuccessful tenderer will be refunded after finalization of the tender. EMD/SD while in the custody of the BSNL will not carry any interest.
- 2.3 Within Seven days from the receipt of the provisional acceptance letter from this office, in addition to the EMD, the successful tenderer should pay an amount equivalent to his EMD i.e.,

Rs. 35,000/- (Rupees Thirty Five Thousand Only) towards as a additional Security Deposit which is to be paid in terms of a demand draft in favour of the BSNL UK TD Karwar failing which, his EMD will be forfeited to the BSNL Karwar TD. Additional Security Deposit can also be paid in the form of Bank Guarantee.

- 2.4 The SD along with the EMD will be forfeited to the BSNL without prejudice to any other rights in the following circumstances.
 - a) In the event of contractor failing to observe or perform any of the conditions of the work as set out therein.
 - b) In case of unsatisfactory work done by the contractor.
 - c) In the event of not complying with orders/instructions issued by the BSNL.

3 TERMS AND CONDITIONS

- 3.1 Incomplete and Conditional Tenders will not be accepted.
- 3.2 Quoting of unrealistic Rates will be treated as disqualification. Service Tax should be shown separately.
- 3.3 The contractor is not allowed to lift any BSNL materials without proper authority/letter from BSNL Officer for lifting materials.
- 3.4 The tender rates once accepted will be valid for a period of one year from the date of acceptance of the tender.
- 3.5 The contractor shall under no circumstances sublet the contract.
- 3.6 The BSNL is not responsible for injury or death of labour. If any workmen compensation is ordered by court, the same will be recovered from contractor.
- 3.7 The Contractor will be responsible for any loss or damage to the BSNL property during attending the faulty modules/power plants. Contractor himself has to make good the loss at his cost.
- 3.8 In case of any dispute/matter arising out of this contract, the matter will be referred to the sole arbitration of the GMTD, Karwar or any other persons nominated by him whose decision will be final and binding.
- 3.9 The Pre-Receipted bill showing service charges & service tax separately in triplicate along with acknowledged consignment note receipt or work order, Service report and the certificate regarding the satisfactory completion of the work (given on the bill itself) should be submitted within a week after completion of work to the SDE(Repair Center) for effecting the payment. The last and final bill should be submitted for payment within one month of the expiry of the contract. Bills received after one month of the expiry of the contract will not be entertained for payment. No bills will be received after refund of the EMD/SD of the concerned tender.

Service Tax may be shown extra.

- 3.10 The Successful Tenderer will have to execute an agreement of Contract on stamp paper of Rs. 100/- (Rupees One hundred only).
- 3.11 In case the Contractor fails to meet any of the terms and conditions of this Contract, the GMTD, Karwar is at liberty to terminate the Contract and forfeit EMD / SD in favour of the BSNL.
- 3.12 The GMTD Karwar reserves the right to accept any or all tenders without assigning any reasons and it is not binding on him to accept the lowest tender only.
- 3.13 No BSNL employee can submit the Tender against this Tender notice directly or can associate indirectly with the tenderer.
- 3.14 GMTD, Karwar or his authorized representative can reject payment for any part of work not carried out as per BSNL standards.
- 3.15 BSNL is not liable for any additional work carried out without previous sanction or not provided for in the Work Order or in the Estimate but carried out by the Contractor without prior written sanction of the officer accepting the Tender.
- 3.16 Contractors also should intimate the name of persons who are working under him in any capacity or subsequently employed by him and who are near relatives of Gazetted Officers in the BSNL. Contractors who have the near relatives posted as Gazatteed Officers or J.A.O. / J.T.O. in the Karnataka Telecom Circle are not permitted to tender against this notice inciting tender. No one connected with or in the employment of the BSNL / DOT shall ever be admitted as a partner of the contractor.
- 3.17 The contractor shall at his own responsibility arrange to get necessary license from the Asst. Labour Commissioner (Central). Required under Contract Labour (Regulation and Abolition) Act-1970 and to abide by the provisions of the said act. The contractor shall observe all labour regulations while employing his labourers. No labourer below the age of 18 years shall be employed on the works. The contractor shall be responsible for issuing protective devices like A.C. line tester, rubber hand gloves, shoes with rubber soles, safety belts, safety helmets etc., to the labourers working under him while on work. He should also ensure to take Power shut-downs whenever and wherever necessary with the guidance of the controlling/supervisory officers.
- 3.18 The contractor shall observe all the rules regarding wages to the labours protection of life, health and sanitary arrangements of the workers employed by him and pay the required compensation to them payable under the Workman Compensation Act 1923 for injuries or disabilities or death caused in the process of execution of work. In every case in which, by virtue of provisions in the Section 12, subsection (1) on the Workmen's Compensation Act 1923, where the BSNL is obliged to pay compensation to a workman employed by the contractor for execution of the work, the BSNL will recover the amount of compensation so paid from the security deposit or from any sum due from the BSNL to the contractor, whether under this contract or otherwise. In such cases the decision of the Labour Commissioner of the locality will be final and binding.
- 3.19 Rate should be quoted for Repair for each modules units / Control panel including all spares in the enclosed proforma.

4 WORKS

- 4.1 The Contractor should collect all the faulty modules Control units from the SDE(Repair Center), Karwar.
- 4.2 Repair includes replacement of all spares for the modules / Control units of all make. The Modules/Control units so repaired will have to be warranted for three months. If the repaired units found faulty within warranty period the units have to be repaired free of cost. The repaired module should be put on `heat run test' for a minimum of 4 hours on full load, in the presence of SDE(DRC) Karwar. The artificial load, Ammeter and Voltmeter etc., required for putting modules on heat run test must be arranged by the tenderer himself. In case of the repaired and tested modules not working satisfactorily in the field within the warrantee period, the contractor has to attend such faulty modules at field offices.
- 4.3 The Contractor should ensure that the maintenance card/Job cards are prepared for the work done and got countersigned by the SDE(Repair Center).
- 4.4 The different type of 25 Amps & 100 Amps SMPS Power Plants in Karwar SSA as on date are as under. This figures may vary also.

25 Amps Power Plant

ITI		33 Nos.	AFCOSET -	03 Nos.
SABNIFE/HBLN	NIFE	8 Nos.	DYNA -	10 Nos.
AMARRAJA		15 Nos.	INFINI	ΓY - 10 Nos.
EXICOM		06 Nos.	XL TELECOM -	2 Nos.

Total - 87 Nos.

100 Amps Power Plant

ITI -- 29 Nos.

SABNIFE/HBLNIFE -- 27 Nos.

AMARRAJA -- 06 Nos.

EXICOM -- 02 Nos.

ELCOT -- 01 Nos.

Total - 65 Nos.

The approximate quantity of repairs of SMPS Modules during the tender period will be as under. 25 Amps Modules – 180 Nos.

100 Amps Modules - 150 Nos.

This quantity may vary by \pm 25%. Approximate amount of contract is Rs. 13,25,000/-

5 PENALTY CLAUSE

5.1 The work should be commenced within five days from the date on issue of work order from SDE(Repair Centre), O/o. GMTD, Karwar and completed within the period as stipulated in the work order issued by the SDE(Repair Centre). If the tenderer fails to complete the work within the stipulated period as mentioned in the work order, then penalty @ Rs. 50/- per day / per module upto 15 days subject to maximum of Rs. 500/- will be levied. If the tenderer fails to attend repairs beyond 15 days, GMTD Karwar will have the right to forfeit the SD/EMD in favour of BSNL, with termination of contract. No payment will be made for any incomplete work.

6 <u>DEDUCTION OF TAXES</u>

The bills of the contractor will be paid after deduction of the statutory taxes as applicable, after certification of satisfactory completion of work by the SDE(DRC), Karwar.

7. **EVALUATION OF TENDER**

The Evaluation and comparison of responsive bids shall be done on the price of the repair charges offered. The L-1 tenderer will be selected based on the lowest offer after taking his offer to the approximate quantity of 25 Amps & 100 Amps Modules separately as specified in clause 4.4 as per recommendation of Tender Evaluation Committee set up for evaluating the tender.

8. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration to be appointed by General Manager Telecom, Karwar or by any person appointed by the said officer. The agreement to appoint the arbitrator will be in accordance with the Arbitration and consolation Act-1996. Contractor can approach court of law only after exhausting the channel of arbitration in case of dispute.

9. <u>DOCUMENTS</u>

- 9.1 Documents to be enclosed to the tender document at the time of submission of tender.
 - a) One set of tender document all pages signed.
 - b) Experience certificate as per clause 1.5 of Section 2 for having repaired satisfactory SMPS type Power Plants issued by an officer not below the rank of DE of BSNL or any other PSUs which is mandatory.
 - c) Registration certificate under Service Tax.
 - d) PAN Card / letter copy.
- 10. Rate may be quoted separately for Modules and for control units as per Annexure I.

Asst. General Manager(Plg), BSNL, O/o. GMTD, Karwar.

ANNEXURE - I

From:	To: Sri. N.A.M.Shaikh
From:	To: Sri. N.A.M.Shaikh

Asst. General Manager(Plg), O/o. GM UK TD, Karwar.

Sir,

Sub: Tender for repairs of SMPS Power Plants installed in

Uttara Kannada Telecom District.

Ref: Your Tender Notification No. D-150/Tender/P/P/2009-10/1

Dated at Karwar, the 31.08.2009.

With reference to above, I/We offer my/our rates as mentioned below.

SI.No. Description	Basic rate for repair per unit (inclusive of spares etc.)	Service Tax	Total rate for repair per unit
A. SMPS Modules			
1. 25 Amps			
2. 100 Amps			
B. Control units of SMPS Power Plants			
1. 25 Amps			
2. 100 Amps			

Yours faithfully,

PLACE: KARWAR (Name of the Tenderer)

DATE:

(Marile of The Tender Cr