

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

E-Tender Document

**Tender for Hiring of Services for
Housekeeping & cleanliness in
% GMTD Dharamshala HP**



Connecting India

BID DOCUMENT**Tender for House keeping & cleanliness services**

Tender Quantity: as detailed below

Name of Item/ Work	Quantity/ Manpower required per day
Housekeeping & cleanliness services in the office of GMTD Dharamshala	06

VALIDITY OF OFFER – 150 DAYS**TENDER NO. E-836/EOI/P-III/Housekeeping/6**

Dated: 16-05-2020

TENDER OPENING DATE: 09-06-2020 11 :30 HRS.

SECTION-1**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

O/o GMTD Dharamshala HP-176215

From:

To,

AGM (HR/Admn)
% GMTD Dharamshala-176215.....
.....
.....**TENDER NO. - ENDER NO. E-836/EOI/P-III/Housekeeping/6**

Dated: 16-05-2020

Sub: - Tender document for House keeping & cleanliness Services

Please find enclosed the tender document in respect of above mentioned tender enquiry which contains the following;

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Kindly submit your bid offers on or before date & time specified in detailed NIT.

AGM (HR/Admn)

Tel.: 01892-226111, FAX: 01892-226900

Signature of bidder



SECTION-I

BHARAT SANCHAR NIGAM LTD

O/o General Manager Telecom, Distt Dharamshala -176215

1. NOTICE INVITING TENDER

NIT No: E-836/EOI/P-III/Housekeeping/6 Dated. 16.05.2020

On behalf of the Bharat Sanchar Nigam Limited sealed Tenders are invited for "Hiring of Services for Housekeeping & cleanliness in % GMTD Dharamshala" by GMTD Dharamshala as under:

Name of work	Estimated Cost of work (Rs)	EMD (Rs)	Date/Time of submission bid online	Date Opening of Tender	Cost of Tender Document (Non -Refundable) (Rs.)
Hiring of Services for Housekeeping & cleanliness in % GMTD Dharamshala SSA	11,24,000/-	28,100/-	08.06.2020 upto 11:00 Hrs	09.06.2020 11:30 Hrs	590/-

Note 1: The tender shall remain valid for one year. However GMTD BSNL reserves the right to vary the value of tender to the extent of -1/3rd to +1/3rd of estimated limits as mentioned above without any change in unit price or other terms & conditions at any time during the contract period. The validity of tender can be further extended as per clause 25 of Section 4 Part A of tender document.

Note 2: 20 % of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

(Note-2: shall be deleted in case the tender does not have provision for reservations for MSE units)

1.1 Deleted

Purchase of Tender Document: Tender document can be obtained by downloading it from the Central Public Procurement Portal URL <https://eprocure.gov.in/cppp> or <https://etenders.gov.in>

2.1 The bidders downloading the tender document are required to submit the non-refundable and non transferable tender document fee amount (along with applicable GST) amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

Signature of bidder

DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened / rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash) BSNL O/o GMTD Dharamshala" and payable at Dharamshala.

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from 16.05.2020 onwards upto 11:00 Hrs 08.06.2020 from the Central Public Procurement Portal URL <https://eprocure.gov.in/cppp> or <https://etenders.gov.in>

3.1 **In case of tenders invited through e-tendering process, physical copy of the tender document would not be available for sale.**

3.2 Deleted.

4. **Eligibility Criteria: -**

The participating bidder should be a Sole Proprietor/Partnership firm/Company.

- (i) The bidder should submit the copy of registration certificate with the Regional Labour Commissioner. (Duly attested by the Gazetted Officer or Authorized Notary).
- (ii) The bidder should submit the attested photocopies (duly attested by the Gazetted Officer or Authorized Notary) of GSTIN registration, issued by the central excise department, Government of India.
- (iii) The bidder should submit attested photocopy (duly attested by the Gazetted Officer or Authorized Notary) of PAN Card.
- (iv) The bidder should submit attested photocopies (duly attested by the Gazetted Officer or Authorized Notary) of EPF registration, ESIC registration.
- (v) The bidder should submit the Experience Certificate for successful completion of similar work as detailed in Section-3 Part A in BSNL/MTNL/DOT/Govt. Organization/PSU's/Bank's costing not less than 1/4th of estimated tender cost during the last three (3) financial years. Certificates should bear the name and address of the Issuing Authority. The experience certificate should be signed by officer, not below the rank of DE or equivalent.
- (vi) The bidder should enclose the EMD of Rs. 28100/- (Rupees Twenty Eight Thousand & one hundred only) either in cash receipt or in mode of Demand Draft in favour of AO (Cash) O/o GMTD Dharamshala.
- (vii) The bidder should submit the cost of bid document in form of cash receipt / DD in favour of AO (Cash) O/o GMTD Dharamshala of requisite value as per section-1 of Tender document.
- (viii) The bidder should be an individual or Indian firm experienced in carrying out housekeeping Services in India.
- (ix) The bidder must have sound financial standing with a minimum turnover of Rs.5 Lacs during each of the last two financial years i.e. 2018-19 & 2019-20. A copy of Annual Report or a certificate from the Chartered Accountant or copy of Income Tax Should be enclosed as proof of annual turnover.
- (x) The bidder should have Valid GSTIN No. Registration Certificate No. Or exemption certificate No.

4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

Signature of bidder

5. Bid Security/EMD:

5.1 The bidder shall be required to furnish the bid EMD in one of the following ways:-

- (a) Demand Draft/ Banker's Cheque drawn in favour of "AO (Cash) BSNL , O/o GMTD Dharamshala and payable at Dharamshala.
- (b) Bank Guarantee from a scheduled bank drawn in favour of GMTD Dharamshala which should be valid for 180 days from the tender opening date,

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

Note: At the time of uploading bid on e-tender portal, amount of EMD should be filled Rs. 28100/-only

6. **Date & Time of Submission of Tender bids:** on or before **08/06/2020 & up to 11:00 Hrs.**

Note 4: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids:** As per DNIT table.

8. **Place of opening of Tender bids:**

8.1 The tenders shall be opened **on line through** Portal URL <https://eprocure.gov.in/cppp> or <https://etenders.gov.in> BSNL's Tender Opening Committee Members as well as authorized representatives of bidders can attend the on line opening from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.

8.2 Authorized representative of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) in the chamber of AGM(HR/Admn) **O/o GMTD Dharamshala-176215**, Where BSNL tender opening officers would be conducted through on line e-tender Kindly refer Section-4 Part-C of tender document for further instructions.

9. Tender bids received after due time & date will not be accepted.

10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11. GMTD Dharamshala reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. The bidder shall furnish a declaration in his tender bid that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 5: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 6: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

Signature of bidder



SECTION – 1 (Part B)
NEWS PAPER N.I.T. (NNIT)
BHARAT SANCHAR NIGAM LIMITED
O/o GMTD Dharamshala HP

Deleted

Signature of bidder

Check list

S No	Item	Status	Document attached at sr. no.
Envelop-I (Technical Bid)			
1	Cost of the tender document in the form of DD/Banker cheque) (In Original) or valid documentary proof for exemption.	Yes/ No	
2	Bid Security in the form of DD/Banker cheque/ Bank Guarantee as per NIT (In Original) or valid documentary proof for exemption.	Yes/ No	
3	Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of section Part-A.	Yes/ No/NA	
4	Integrity pact (if applicable)	Yes/ No/NA	
5	Proof of experience as per clause 4 of DNIT	Yes/ No	
5	Valid PAN Card.	Yes/ No	
6	Valid GST Registration Certificate(s)	Yes/ No	
7	Declaration from bidder that he/she/firm is not blacklisted by GST authority./ or by DOT/BSNL/Govt. Deptt. (as per Annexure-II)	Yes/ No	
8	Registration Particulars with EPF Commissioner.	Yes/ No	
9	Clause by clause compliance & No Deviation Statement (As per Section 7(D) & 7(E))	Yes/ No	
10	Bidder profile & Questionnaire duly filled & signed as per Secion -8	Yes/ No	
11	Non-Relation Certificate duly filled & signed. (As per Section 6(B)	Yes/ No	
12	Undertaking and Declaration as per Section-6(A), 6(C) duly filled up and signed	Yes/ No	
13	Tender documents duly filled & signed on each page and also at every corrections/over writing by the tenderer for having read it & accepted.(On-Line scanned document)	Yes/ No	
14	Scanned copy of Bid Form duly filled & signed (As per Section-9 Part A.)	Yes/ No	
15	Certificate of Incorporation in case of a company.	Yes/ No	
16	Article & Memorandum of Association of company or partnership deed or proprietorship deed as the case may be. In case of sole proprietor any document certifying the sole proprietorship of bidder may be submitted or an affidavit on stamp paper of Rs. 10/- attested by Notary in case of sole proprietorship.	Yes/No	
17	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.	Yes/ No	
18	Valid ESI Registration Certificate (wherever ESI is applicable) or For other stations where ESI is not available, an affidavit (attested by Notary) to be given that medical insurance will be submitted within one month of signing of agreement.	Yes/ No	
19	Latest Income Tax return filed with acknowledgement.	Yes/ No	
20	Attested copy of valid labour licence by labour commissioner.	Yes/ No	
21	A declaration on bidder's letter head as per tender clause 10.18 of section 4 Part-A.	Yes/ No	
22	Letter of Authorization to attend Bid opening event (As per section 7 (C)	Yes/ No	
Envelope - II (Financial Bid)			
1	Price Schedule as per Section-9 PartB (Online-submission only)	NA	NA

Signature of bidder

SECTION- 2

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: Single Stage.
- b) No. of Envelopes for submission of Bids: Two Nos.
(Opening stages) (Please See Note-3).

Note 2: Deleted

Note 3:- In case of 1(b) above, the bidder shall submit bid price, Techno-commercial & Financial bid simultaneously

Note 4:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. Bid Validity Period / Validity of bid Offer:- 150 days from the tender opening date.

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial bid & will contain Bid Price, EMD and documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial bid envelope containing financial quote. These envelopes shall contain one set of the following documents :-

- a) **Techno-commercial envelope** shall contain :-
 - (i) EMD
 - (ii) Cost of the tender documents i.e. tender fee.
 - (iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 2 of the section-4 Part-A.
 - (iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
 - (v) Integrity Pact (if applicable).
 - (vi) Clause by clause compliance as per clause 11.2 (c) of Section-4 Part A.
 - (vii) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
 - (viii) Undertaking & declaration duly filled & signed (as per Section-6).
 - (ix) Documents stated in clause 10 of Section-4 Part A.
 - (x) Tender documents duly signed at the end of each page for having read it & accepted it (In case of tenders invited through Manual bidding Process)
 - (xi) Tender/ Bid form- Section 9 Part A.
 - (xii) Electronic Form- Technical (in case of tenders invited through e-tendering process).

Signature of bidder

Note 5: In case of e-tendering, all the documents should be uploaded .

b) Financial envelope shall contain:

- i) Electronic Form:- financial along with Price Schedule (Section 9 Part –B) duly filled & signed.

Note 6:- In case of e-tendering, the following documents are required to be submitted off line (i.e. off line submissions) to AGM (HR/Admn) o/o GMTD Dharamshala, on or before the date and time of submission of bids in a sealed envelope

The envelope shall bear the tender No., name of work and the phrase: Do not open before (due date and time of opening of tender).

- (i) EMD-Bid Security (Original copy)
 - (ii) DD/Banker's Cheque of tender fee.
 - (iii) Power of Attorney in accordance with clause 14.3 of Section -4 Part A and authorization for executing the Power of Attorney.
 - (iv) Integrity Pact(if applicable)
4. Deleted.
 5. **Payment terms:** As per Clause-11,Section-5 Part-A of tender document.
 6. **Not Applicable**
 7. **Not Applicable**

Signature of bidder

SECTION- 3 Part A

SCOPE OF WORK

The works to be executed under the contract shall conform to the standard prescribed by BSNL through the services engaged. The services may be assigned for housekeeping & cleanliness activities as under:-

1. Cleaning Work of Toilets & Bathrooms: The contractor will have to make arrangement for daily cleaning of toilet, corridors, floor of the bathroom at 9:00 hrs. before the office starts. The time may vary on the requirement of offices & locations. During the day time, the cleaning work may have to be got done at least twice or more than that as per requirement..

2. Sweeping & cleaning work of campus: The contractor will have to make arrangement for daily sweeping, cleaning the campus of office and exchange with broom, collect all the garbage and put it out of campus at the right place as assigned. This work may be done before office hours.

3. Housekeeping of IQ

(I) Receiving guest in a dignified manner by waiting for the guests round the clock, checking as per reservation memo issued by the department. Entries and signatures in the register are to be obtained as per departmental rules.

(II) Setting bed, cleaning suits, toilet, replacing soap, cleaning toilet equipment, changing linen, and making room as fresh in all respects immediately after departure of guests to receive the new guest. Doing these jobs daily if occupancy is for more than a day, providing odonil in the toilets and Cup Boards, Room fresheners, mosquito mats free of cost as per requirements.

(III) Polishing and dusting doors, windows, furniture, all the equipment in guest house, taking all the linens to laundry and getting it back as and when required, maintaining all equipment in kitchen, lounge and suits (regular maintenance only) in excellent condition.

(IV) Providing maintaining, watering manuring and trimming the pot plants if any to be done in the IQ.

(V) Battery for wall clock, etc. Shampooing carpet every 45 days to maintain the same stain free and odour free.

(VI) For non breakable items except breakable items those supplied by BSNL to the contractor, if damaged or lost a committee will decide the amount that to be recovered from the contractor after verification & stock register at the end of the year (counted from date of signing of agreement).

(VII) Entertaining unauthorized persons in the IQ is not allowed.

(VIII) He has to maintain the occupancy chart decently.

(IX) The contractor has to maintain a complaints/suggestions/book. This should be available at a prominent place. He should produce the book along with bill for verification.

(X) The contractor should display the rate chart under the signature of the GMTD and the charges have to be collected accordingly. No deviation in this regard is allowed. If any such instances come to the notice, the contract may be terminated.

Signature of bidder

2. COOKING AND CATERING:

- (I) Preparing and supplying food and beverage for breakfast, lunch, snacks and dishes as per menu to be prescribed as an agreed rate and catering in a dignified table manner, washing the utensils, maintaining over all hygienic conditions of kitchen and dining.
- (II) The food charges/beverage charges etc. should be collected directly by the agency as per the prescribed rate (which inclusive of all taxes etc.)
- (III) Maintaining good decorum, hospitality is the prime responsibility of the contractor.
- (IV) The items mentioned above are only indicative and not exhaustive

3. General Scope of House keeping Services

The contractor has to ensure that:

- a. The contractor would provide services for full day of each working day during working hours i.e. 09:30 to 1800 hrs for efficient completion of job entrusted. Second Saturday, Sunday and other holidays declared by BSNL HQ. will be observed as non working days.
- b. The contractor will intimate his and his representative's local address and contact telephone number.
- c. Regular cleaning, mopping & dusting of office furniture doors, windows, ventilators, rack, switch board, PCs, telephones and other office equipment etc so as to maintain general cleanliness and hygiene in office. Contractor should ensure that all such work should be completed before 10:00 a.m. on working days.
- d. Serving of tea, coffee, water etc. during the routine office hours and during meetings to the officers and other official visitors/representative.
- e. Photocopying, making sets of reports and other general office documents.
- f. The personnel should be able to read and write English & Hindi . The nature of services shall include carrying out all functions generally performed in the government offices by attendants and such other duties as may be assigned to him/her.
- g. Storage of fresh drinking water and serving to staff and visitors.
- h. Transmission of office documents on fax machine.
- i. Writing addresses on the envelopes, putting official letters/documents therein for dispatch and delivery.
- j. Distribution of dak to various offices of BSNL at Dharamshala, the contractor will arrange his own conveyance.
- k. Distribution of office dak & files of general nature among the officers.
- l. Handling of documents including sorting, storing properly in racks/storage space under supervision.
- m. Movement of files from one office to another within a time period not more than 15 minutes during office hours.
- n. Any Other work that may be assigned from time to time.
- o. Sorting & arranging of CAFs
- p. Attending customer complaints at help desk

Signature of bidder

SECTION- 3 Part B**LOCATIONS FOR HOUSE KEEPING SERVICES**

Location of Work	No. of Manpower required
OCB Building, Admn.Block & premises	3 Nos.
Inspection quarters	3 Nos.
Total	6

2. Period of Contract.

The contract is valid for a period of o n e y e a r from the date of agreement which may however be extended with mutual consent of the competent authority by a maximum 100% of the total value of the contract at the approved rates for a period of 12 months.

Signature of bidder

SECTION-3 Part C

1. Other Specific Requirements for house keeping services:

- a. The age of workers of the contractor should be preferably in the range of 18 years to 40 years.
- b. The competent authority shall have the power to make any alteration/addition in schedule of any item of work that may appear to him to be necessary during the progress of work. The units of items, altered, added or deleted will be binding on the contractor.
- c. The persons engaged by contractor should be neatly dressed and should be courteous and should have good character.
- d. In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct / indiscipline/incompetence and security risks, the contractor will take appropriate disciplinary action against such persons, including their removal from site of work, if required by the BSNL immediately on being brought to their notice.
- e. The service provider shall ensure that any detail of office, operational process, technical expertise, security arrangements, and administrative / organizational matters are not divulged or disclosed to any person by its personnel deployed in the BSNL.
- f. The selected agency shall immediately provide a substitute in the event of absence of any person.
- g. The delay by the Agency in providing a substitute beyond two hours shall attract liquidated damages at the rate as given in penalty clauses, from the service- p r o v i d i n g agency, besides deduction in payment on pro-rata basis.
- h. This office shall not be responsible for any damages, losses, claims, financial or otherwise due to injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- i. The work force deployed by the contractor shall not have any claims of Master and Servant relationship with BSNL nor have any principal and agent relationship with or against the BSNL.
- j. The work force deployed by the contractor for the contract shall not be entitled for claim, pay, perquisites and other facilities, which may be admissible to casual, ad-hoc, regular/confirmed work force during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to any claim for absorption in the regular/ otherwise capacity in the BSNL. The Contractor should make it known the above to the work force of the contractor.
- k. The contractor shall be solely responsible for redress of grievances/resolution of dispute relating to the work force deployed.
- l. Equipments like TV, P.C's in rooms etc. should not be used by the contractor or his personnel.
- m. The contractor will ensure that the personnel employed are not loitering in the corridors, chewing Paan or smoking etc. The personnel shall not indulge in playing cards, hearing of music from mobile set, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of BSNL.
- n. The personnel should leave the campus immediately after completion of their job on the campus.
- o. The personnel will abstain from taking part in any staff union and association activities.
- p. BSNL reserves right to impose penalty as per penalty clause for any violation of the terms and conditions of this contract by any of the functionary or employees of the contractor.
- q. The contractor shall be responsible for any theft by his worker/workers of the items from the rooms or any other area of the office. The details of the stolen materials/ stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of BSNL authorities on this will be final and binding on the contractor.
- r. If any employee work is not satisfactory, the matter will be reported to contractor and contractor have to provide the substitute for such employee.

Signature of bidder

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. INTRODUCTION:

1.0 DEFINITIONS:

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Dharamshala
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm performing the services under the contract.
- (d) **"The Goods/Services "** means all the works required to be executed to the purchaser under the contract.t.
- (e) **"The Advance Work Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Work Order on the bidder.
- (f) **"The Work Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices

There to and all documents incorporated by reference therein. The work order shall be deemed as **"Contract"** appearing in the document.

- (g) **The Contract Price"** means the price payable to the vendor under the work order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- i) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY OF BIDDERS:

As per Clause 4

3.0 COST OF BIDDING

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

Signature of bidder

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1.** A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **7 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

- 6.0** The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.1** The amendments shall be notified by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders and these amendments will be binding on them.
- 6.2** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10 of Section-4 Part-A.
- (b) Bid Security furnished in accordance with clause 12 of Section-4 Part-A.
- (c) A Clause by Clause compliance as per clause 11.2 (c) of Section-4 Part-A.
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9 of Section-4 Part-A.

8.0 BID FORM

- 8.1** The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the prices as per section- 9.

9.0 BID PRICES

- 9.1** The bidder shall give the total composite price inclusive of all Levies & Taxes (excluding GST). The offer shall be firm in Indian rupees. No Foreign exchange will be made available by the BSNL

Signature of bidder

- 9.2 The supplier shall quote as per price schedule given in Section-9 Part B for all the items given in schedule of requirement at Section 3 Part-A, B & C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The Bidder will quote the rates in figure and words
- 9.5 Service charges will remain fixed during the entire period of contract. However minimum wages as revised / notified by Govt. of India/ Ministry of Labour & employment from time to time, if any, will be borne by BSNL.
- 9.6 If the L-1 bid is less than the minimum wages including all the statutory taxes, levies and dues payable by the contractor, then the bid will be rejected and the bid security will be forfeited.

10.0 DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATION REQUIRED TO BE SUBMITTED WITH BID FORM

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

- 10.1 Valid MSE Certificate, 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.
- 10.2 Photo Copy of GSTIN Registration Number (Duly attested by the Gazetted Officer or Authorized Notary).
- 10.3 Photocopy of PAN Card- Number (Duly attested by the Gazetted Officer or Authorized Notary).
- 10.4 Photocopies of Registration/License issued by EPF & ESI Commissioner duly attested by Notary.
- 10.5 Attested copy of partnership deed in case of partnership firms.
- 10.6 Affidavit of sole proprietorship in case of sole proprietorship.
- 10.7 Attested copy of memorandum and articles of association along with list of Board of Directors, in case of company
- 10.8 Affidavit of "NON BLACKLISTING" of bidder Firm/company.
- 10.9 Deleted
- 10.10 Experience certificates. As per the clause 2(v) of Section-4 Part-A
- 10.11 Certified Copy of Income Tax Return, Last Submitted.
- 10.12 RTGS mandate
- 10.13 Bank Account Number operational from last three years.
- 10.14 Deleted
- 10.15 Declaration of non-tempering of the documents.
- 10.16 Certificate of incorporation
- 10.17 Copy of income tax return
- 10.18 A declaration on bidder's letter head to the effect that:-
 - a. He will comply all the conditions of **Industrial Disputes Act** as per latest Amendment of India Disputes Act and contract labour Act.
 - b. He will comply with the provisions of **Minimum Wages Act**.
 - c. He will comply with the provisions of **EPF / Misc. provisions ACT-1952 /EPF Scheme-1952, compensation Act** and all other provision of the labour laws applicable on engagement of labour.
 - d. He will comply with the ESI Act, as per latest instruction of ESI Authority.
- e. The bidder understand that the bill will be passed by the Bill passing authority only if the contractors submit the declaration regarding compliance of terms and conditions of EPF act, 1952 & Min. wages Act, industrial dispute Act, ESI Act etc.

Signature of bidder

- f. He will comply with all the central and state labour laws including laws finding reference in indemnification clause 26 of Section 5 Part-A.

The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

11.0 DOCUMENTS ESTABLISHING GOODS /SERVICES CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "services" conformity to the Bid Documents may be, in the form of literature, data etc. and the bidder shall furnish:
- (a) Deleted;
 - (b) Deleted.
 - (c) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance as per format in section VII (D) of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A,B &C) shall not be considered.
- 10.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship.

12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIEt).
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a 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.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)

Signature of bidder

- 12.5 The bid security 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 pursuant to clause 13 of this section(Sec-4 part A).
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Work Order and furnishing the performance security
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO / AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.
- Note:** - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.
- 12.8 No Interest shall be paid on the amount of EMD, deposited against the tender.
- 13.0 PERIOD OF VALIDITY OF BIDS**
- 13.1 The Bids shall remain valid for 150 days from the date of bid opening. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.
- 14.0 FORMATS AND SIGNING OF BID**
- 14.1 The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- Note:-** The Purchaser may ask the bidder (s) to supply, besides original bid, additional copy of bids as required by him.
- 14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.
- 14.3 Power of Attorney**
- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
 - (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
 - (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

Signature of bidder

- (e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

15.0 SEALING AND MARKING OF BIDS

PREPARATION AND SUBMISSION OF BID:

15.1 The bid should be submitted as per Clause 3 of tender information .

- (a) Deleted.
- (b) Single stage bidding and two Envelope system. The details of sealing & marking in each case is given below.

15.1.2 Deleted.

15.1.3 In single stage bidding & two envelopes system, the bidder shall submit his bid in two parts through e portal.

(a) First part will be named as **Techno-Commercial Bid**. This part will contain Bid Price, EMD as per clause 12 and documents of bidder's satisfying the eligibility / techno - commercial conditions as per clause 2 & 10 of Section - 4 Part A

(b) Second part will be named as Financial Bid containing Price schedule as per Section - 9 Part- B.

15.2 a) **The envelope for submission of offline documents shall be addressed to the purchaser inviting the tender at the address given below:-**

AGM (HR/Admn) O/o GMTD Dharamshala.

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 shall indicate the name and complete postal address of the bidder to enable the purchaser to return **the bidder's offline documents** unopened in case it is declared to be received 'late'.

d) **Envelope containing offline documents** should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) of this section. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

e) Envelope containing **offline** documents should be delivered up to specified time & date as stated in DNIT in the office of **AGM (HR/Admn) O/o GMTD Dhaamshala.**

Signature of bidder

The purchaser shall not be responsible if the bids are delivered elsewhere.

f) **Venue of Tender Opening:**

Tenders will be opened in the chamber of **AGM (HR/Admn) O/o GMTD Dharamshala** at specified time & date as stated in DNIT.

If due to administrative reasons, the venue of Bid opening is changed; it will be displayed prominently on the Notice Board 2st Floor **AGM (HR/Admn) O/o GMTD Dharamshala HP**.

15.3 If the envelopes are not sealed and marked as required at para 15.1 and 15.2 of this section, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 Section-I, Part A in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will Thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

- 17.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser. Any bid received after deadline will be rejected and returned unopened to the bidder.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18 .1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be authenticated physically as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or present who chose to attend, at time & date specified in Clause 7 of DNIT (Section-1) on due date.
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 bid opening (A Format is given in enclosed in Section-7 C).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

Signature of bidder

- (i) 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 admitted who would have submitted required documents as offline submissions.
- (ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno commercial bids. In this case, sealed financial bids will be handed over to AGM (HR), o/o GMTD Dharamshala. Thereafter the CET will evaluate Techno-commercial bids & the report of CET 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 by sending them a suitable notice.

- (iii) 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.
- (iv) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) GSTIN

19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION:

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

21.2 Deleted

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the service provider does not accept the correction of the errors, its bid shall be rejected.

Signature of bidder

- 21.4 The Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without service deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a service / material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 22.0 EVALUATION AND COMPARISON OF RESPONSIVE BIDS**
- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of service charges rates quoted per month excluding cenvatable taxes as per Section -9 Part -B

23.0 CONTACTING THE PURCHASER

- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 AWARD OF CONTRACT / PLACEMENT OF WORK ORDER

BSNL shall consider placement of advance work order to the bidder/bidders, whose offers have been found technically, commercially and financially acceptable.

25.0 RIGHT TO VARY QUANTITIES

BSNL reserves the right to increase or decrease up to 1/3rd of the services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

26.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27.0 ISSUE OF ADVANCE WORK ORDER (AWO)

- 27.1 The issue of an Advance Work Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance work order (AWO), give its acceptance along with performance security in conformity with the proforma provided within the bid document at Section -7B.

Signature of bidder

28.0 SIGNING OF CONTRACT

Signing of Agreement shall constitute the award of housekeeping contract on the bidder. Successful bidder shall have to execute contract agreement on a non judicial stamp paper of Rs.100/- (Rs. One hundred only) on his own cost in the form enclosed (Section-12) with tender document before award of work. Successful bidder is required to enter the agreement within a week (**seven days**) from the date of acceptance of AWO.

29.0 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 above shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

30.0 Deleted

31. REJECTION OF BIDS

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A:- The bid will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4Part A:- If the eligibility condition as per clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (c) of Section-4 Part A:- If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation
- d) While giving compliance to Section-5 Part A, General (Commercial) conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Deleted

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

Signature of bidder

- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of APO/AWO against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

In case of default by Bidder(s)/ Vendor(s) such as

- a) Does not supply the services / equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

BSNL will take action as specified in Appendix-1 of this section.

33. Deleted.

34. Deleted.

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Note for Tender opening Committee: At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 7 of Section-4 Part A.

This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering. These papers will be treated as authentic one, in case of any dispute.

Signature of bidder

36. Security Clause as per latest guidelines and requirement

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.

37. Reservation/ Procurement from MSE units: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

Note – This clause shall be deleted if not applicable for the tender.

Signature of bidder

Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	<p>Submitting fake / forged</p> <p>a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD.</p> <p>b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.</p>
<p>Note 1:- However, in this case the performance guarantee if alright will not be forfeited.</p>		
<p>Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.</p>		
1(b)	<p>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :</p>	
	<p>(i) If detection of default is prior to award of AWO</p>	<p>i) Rejection of Bid & ii) Forfeiture of EMD.</p>
	<p>(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD,BG etc.)</p>	<p>i) Cancellation of AWO , ii) Rejection of Bid & iii) Forfeiture of EMD.</p>
S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) contd.	<p>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</p>	<p>i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p>
	<p>(iv) If detection of default after issue of WO</p>	<p>i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.</p>
<p>Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.</p>		
<p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>		

2	<p>If vendor or his representative uses violent/coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>Failure to execute the work at all even in extended delivery schedules, if granted against WO.</p>	<p>i) Termination of WO. ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.</p>
5.1	<p>The site does not meet the Service Levels as mentioned in the WO/Contract.</p>	<p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>c) for amount higher than that approved by BSNL for that service.</p> <p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' Clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p>
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course.	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	

<p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p>	
<p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>	
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>	
<p>Note 9:Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.</p>	

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

(Deleted)

Signature of bidder

Section- 4 Part C

E-tendering Instructions to Bidders

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

2. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
 - 1) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
 - 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Signature of bidder

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download

Signature of bidder

the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Signature of bidder

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in DNIT unless otherwise agreed by BSNL.

2 Deleted

3 Deleted

4 PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security (Valid for 18 Months) to the purchaser for an amount equal to 5% of the Contract value within 14 days from the date of issue of letter of AWO / Intent by the BSNL.

4.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the supplier's / service provider's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the Performa provided in 'Section-7B of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5 to 10 Deleted

11 PAYMENT TERMS

11.1 The contractor will submit bill complete in all respect every month on or before 7th of next month for payment along with the following documents.

(a) A declaration to the effect that:

- (i) He has complied with the conditions of Industrial Disputes Act and contract labour Act with latest amendments.
- (ii) He has complied with the provisions of Minimum Wages Act.
- (iii) He has complied with the provisions of EPF / Misc. provision ACT-1952 / EPF Scheme-1952, compensation Act and all other provision of the labour laws applicable on engagement of labour and with latest amendments. Documentary proof in support of depositing of statutory dues of the employees in time be given by the contractor while submitting the bill that he has paid the amount of EPF contribution (both employers and employees contribution) for the duration of engagement in question to the EPF/ESI authority.
- (iv) He has complied with the ESI Act, as per latest instructions of ESI Act.
- (v) He has complied with all the Central & State labour laws including laws finding reference in indemnification clauses.

(b)

- (i) Details of Labour/workers engaged in Performa as at Section 11.
- (ii) Copies of authenticated documents of payment of EPF/ESI contributions to the concerned authorities.
- (iii) Forms in the Performa 5, 5-A, 12, 12-A, prescribed in EPF Scheme as applicable.

11.2 The bidder has to give the mandate for receiving payment costing Rs.5 lacs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder companies are required to give the following information for this purpose:-

- (i) Beneficiary Bank Name:
- (ii) Beneficiary branch Name:
- (iii) IFSC code of beneficiary Branch:
- (vi) Beneficiary account No.:
- (vii) Branch Serial No. (MICR No.):

Signature of bidder

- 11.3 Payment of monthly bill raised by successful bidder shall be made after Tax deduction at source and surcharge as per the rates applicable from time to time.
- 11.4 Contractor shall be responsible for timely submission of bill complete in all respects on monthly basis.
- 11.5 No Payment shall be made in advance .
- 11.6 The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and service tax will be reimbursed as per actual along with the monthly bill on producing the original receipts.
- 11.7 The CGM HP Circle shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as mentioned in this document.
- 11.8 Each claim bill of the contractor must accompany details of labourers/workers/employees engaged for house keeping services, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952. (Section-11)

12.0 PRICES

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the supplier in its Bid except for variation caused by change in taxes/duties as specified in 12.2 mentioned below.
- 12.2 For changes in taxes / duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- © In case of increase in taxes / duties during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN work order.

-deleted-

14. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery in performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its work order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to cancel the work order and recover liquidated damage/penalty charges. The cancellation shall be at the risk and responsibility of the supplier and purchaser reserves the right to procure services from other sources at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
- (a) forfeiture of its performance security,
- (b) imposition of liquidated damages/penalty charges, and/ or
- (c) termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the performance of service as per delivery schedule detailed in Section-2 of tender document:

Signature of bidder

(a) In any case, if the above conditions are not met out by the vendor and work not executed within the stipulated period of work order, penalty will be as per clause 16 of section 5 (A) of tender document.

(b) to (e) –deleted-

15.4 -deleted-

16. LIQUIDATED DAMAGES/Penalty clause.

16.1 In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the BSNL reserves the right of deduction of proportionate amount of wages from the bills payable.

16.2 In case the contractor fails to execute/perform the assigned works or a part thereof, BSNL shall be authorized to make proportionate deductions of wages payable from the bills of the contractor.

16.3 In case of non-execution of the work, the job will be got done from the open market and the amount so paid for the said work will be deducted from the bill or security.

16.4 In addition to 16.1 to 16.3 above, penalty up to Rs. 500/- per day per person may also be deducted from the bill or security deposit. The penalty as above may also be imposed for any violation of the terms and conditions stated in the tender documents.

16.5 The total penalty as per clause 16.1 to 16.4 shall be subject to the maximum of 15% of the value of agreement.

16.6 For repeated violation of term & conditions, BSNL reserves right to cancel the contract & forfeit performance security. The contractor will be barred to bid for one year.

16.7 During the contract period, any damages/loss caused due to the negligence of the contractor or his employee or any breach of tender condition, GMTD Dharamshala reserves right to recover all such damages or loss from the security deposit and terminate the contract.

16.8 a) GMTD BSNL Dharamshala reserves the right to impose the penalty @ 10% of the work order amount if the contractor fails to commence the work within 15 days after issue of the work order.

or

If the contractor fails to commence the work after 15 days of issue of work order then penalty @ 2.0% of the entire amount of contract shall be imposed.

b) GMTD BSNL Dharamshala reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within one month after issue of the work order.

16.9 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.

17 FORCE MAJEURE

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable material, bought out components and store in course of manufacture which may be in possession of the supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such material, bought out components and store as the supplier may with the concurrence of the purchaser elect to retain.

Signature of bidder

18. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

18.1 In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver and/ or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 2 of this section 3 part B;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19.0 TERMINATION OF CONTRACT

19.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts

- a. If the contractor fails to provide service within the period (s) specified in the contract or any extension thereof granted by BSNL;
- b. If the contractor fails to perform any other obligation(s) under the contract.

19.2 BSNL may, without prejudice to any other rights under law or the contract, will have the right to get the work done at the risk and cost of the contractor, in above circumstances.

19.3 BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

20. ARBITRATION

20.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach there of which parties unable to settle mutually, the same shall be referred to Arbitration as provided here under.

20.2 A part wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter, If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

20.3 The number of the arbitrators and the appointing authority will be as under :

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5Lakhs to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

20.4 Neither party shall appoint its serving employee as arbitrator.

20.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.

Signature of bidder

- 20.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid
- 20.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.

20.8 Fast Track Procedure –

- 20.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).
- 20.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- 20.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.
- 20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 20.8.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs.5 Crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- 20.8.8 In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.
- 20.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- 20.8.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

Signature of bidder

21. SET OFF

Any sum of money due and payable to the supplier / service provider (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the

Purchaser or BSNL or such other person(s) contracting through the BSNL.

22.0 to 23.0 Deleted

24. FALL CLAUSE

24.1 The price once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment / service ;

And / or

(b) The prices received in a new tender for the same or similar equipment / service are less than the prices chargeable under the contract.

25.0 COURT JURISDICTION

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

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ agreement entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ agreement has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/agreement is subject to jurisdiction of Court at Dharamshala 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.

26.0 INDEMNIFICATION

26.1 The successful bidder is solely liable to fully indemnify and keep BSNL indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the BSNL on account of acts of omission/commission attributable to successful bidder/contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts and with latest amendments. BSNL shall be vested with sole discretion to determine damages/loss suffered on account of above from the dues payable or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the successful bidder at any point of time, with the following laws and their latest amendments.

- (a) Bonded Labour System (Abolition) Act, 1976.
- (b) Contract Labour (Regulation and Abolition) Act, 1970.
- (c) Child Labour (Regulation and Prohibition) Act, 1986.
- (d) Employees provident fund and miscellaneous provisions Act, 1952.
- (e) Employees State Insurance Act, 1948.
- (f) Equal remuneration Act, 1976.
- (g) Industrial Disputes Act, 1947.
- (h) Industrial Employment (Standing orders) Act, 1946.
- (i) The Labour Laws (exemption from furnishing returns and maintaining registers by certain establishments) Act, 1988.
- (j) Minimum Wages Act, 1948.
- (k) Payment of Bonus Act, 1965.

Signature of bidder

- (l) Payment of Gratuity Act, 1972
 - (m) Payment of Wages Act, 1936.
 - (n) Workman Compensation Act, 1923.
 - (o) Employees Liability Act 1938
 - (p) Maternity Benefits Act 1961
 - (q) Apprentices Act, 1961
- 26.2 The contractor shall maintain all the statutory registers, required under labour laws. The contractor shall also produce these records on demand by CGM BSNL HP Circle office authority. If he fails to do so, his failure will be a breach of the contract and purchaser may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.

27. GST Invoice

- 27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 27.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 27.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 27.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 27.8. DELTED
- 27.9. Supplier shall be responsible for timely issuance and delivery of invoice/DN/CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
 - (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:
 - (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
 - (iv) Vendor needs to pay the entire self-assessed tax on timely basis.
 - (iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier.

Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.

(vi) A self-declaration alongwith evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

27.10 Refer Annexures below(placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice

27.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.

27.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

Signature of bidder

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC)

- (i) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- (ii) BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- (iii) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 - a. All wages and allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
 - b. It is mandatory that the payment to the contract workers shall be made only through account payee cheque or Online in the presence of authorized representative of BSNL. Requisite records and statements are required to be kept handy for the purpose of inspection by BSNL Authority or Parliament Committee or Labour Authorities.
- (v) No sub-contracting is permissible by BSNL.
- (vi) The contractor shall assign the job of providing service only to qualified experienced workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BSNL shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.
- (vii) The contractor shall also ensure effective supervision of the services in all the locations.
- (viii) The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the services.
- (ix) The contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers, Identity cards bearing their photographs. This shall be ensured by the contractor, without any extra cost to BSNL.
- (x) BSNL reserves right to offer counter offer price(s) against price(s) quoted by the Bidder.
- (xi) The contractor shall be responsible for any legal dispute/case/claims that have arisen or may arise during the currency of the contract.
- (xii) The contractor shall be responsible for compliance of all the laws, rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/ worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- (xiii) Notwithstanding anything contained in the Bid document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement.
- (xiv) The BSNL will not be responsible for any dispute arising out of contravention of labour laws. It will be sole responsibility of the contractor.
- (xv) The BSNL will not be responsible for any idleness of worker when the contractor requisitions the excess workers.
- (xvi) The BSNL will not be responsible for any accident or any mis-happening during the execution of work. Compensation to the person of any kind will have to be paid by the contractor as per rules / Labour laws.
- (xvii) The successful bidder should also get annual certificate from EPF Commissioner for fulfilments / compliance of the provision of EPF & Miscellaneous provision Act-1952 and shall be liable to comply with the provision of EMPLOYEES PROVIDENT FUND SCHEME - 1952 in respect of LABOURS / WORKERS / EMPLOYEES engaged by him for performance of the work of BSNL and no extra charges shall be payable by BSNL on this account.

Signature of bidder

- (xviii) The contractor will mention service Tax/ GST No. and PAN/TAN No. in every bill.
- (xix) The bidder /Contractor must also comply with the following:-
- a. The contractor/contractors must have license from labour Dept. for engaging labour/workers.
 - b. The salary slip should be issued to each worker every month.
 - c. The payment to the worker should be made only through account payee cheque or Online in the presence of authorized representative of BSNL..
 - d. The EPF should be deducted & the same should be deposited in the name of worker engaged.
 - e. The staff/workers deployed by the contractor shall wear a neat, clean and proper uniform issued to them by the contractor, during the duty hours. The contractor shall also issue proper laminated identity cards to his workers deployed in the complex, who shall permanently display their identity cards while on duty.
 - f. Workers engaged are required to get their health check up from ESI dispensary at regular intervals.
 - g. The staff deployed by the contractor should be sufficiently educated to carry out the job.
 - h. On special occasion if any additional manpower is required the contractor will supply the same without any extra cost.
- (xx) The agency shall deploy at current level of work, sufficient number of persons to ensure proper housekeeping.
- (xxi) Services shall be from 09:30 to 18:00 hrs on Monday to Saturday with a lunch break. The contractor may be called upon for the services on Sundays or Gazetted holidays also, if required, without any extra charge.
- (xxii) It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's work force for carrying out the contracted works. BSNL will have no liability in these regard at any stage.
- (xxiii) For all intent and purposes, the successful contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of work force deployed for contractual services.
- (xxiv) Minimum wages: Minimum wages, as prescribed by Ministry of labour and employment, office of the Chief Labour Commissioner (c) New Delhi or as prescribed by the state Govt., whichever are higher, will be applicable.
- (xxv) The successful bidder should deposit EPF/ESI dues timely with respective authorities & submit proof within due date to this office In case the contractor fails to deposit EPF/ESI contribution within due date, the BSNL reserve the right to deposit the same and would recover it from the contractor's bill. For this purpose, the labour component as estimated by BSNL would be final.
- (xxvi) The Bid document issued to the Bidder is non transferable.
- (xxvii) Bidders are advised to visit the site of the work and acquaint themselves of all site conditions prior to submission of their bid. Failure to visit the site shall in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this bid document with the quoted price.
- (xxviii) Income Tax and any other statutory tax as applicable shall be deducted from all bills as per rule.
- (xxix) The bidder shall strictly follow minimum wages act, 1948 and subsequent amendments issued from time to time. Payment of wages shall be ensured up to 7th of every month for the preceding month to the workers by the contractor.
- (xxx) The contractor shall abide by rules, regulation and other instructions issued by the local Government/Government of India.

Signature of bidder

SECTION-6**UNDERTAKING & DECLARATION**

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

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

b) The Bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the AWO/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Bidder

Place:

Name of Bidder

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is
"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit 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 tenderer

With date and seal

6 (C) PAYMENT INSULATION UNDERTAKING

I/We undertake that I have sufficient capital resources to execute the scope of this tender and will make due payment to our firms labour / employees assigned to execution of the tender no..... ofSSA (BSNL) as per laws every month insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of the tenderer

With date and seal

SECTION- 7

PROFORMAS

7(A) For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o

..... (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 CGM, BSNL, HP Circle, Shimla (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

Signature of bidder

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 (EF) O/o CGM, BSNL, HP CIRCLE Shimla" payable at Shimla.

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

Signature of bidder

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas CGM, BSNL, Himachal Telecom Circle, Shimla R/o

.....(hereafter referred to as BSNL) has issued an APO no.
..... Dated/...../20..... awarding the work of

..... to M/s R/o

..... (hereafter referred to as "Bidder") and BSNL has asked
him to submit a performance guarantee in favour of CGM, BSNL, HP Circle, Shimla of Rs.-/-
(hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We Bank

.....Branch having

..... (Address) and Regd. office address as

.....

(Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;

Signature of bidder

- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the 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 (Cash) O/o GMTD Dharamshala payable at Dharamshala.

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

Signature of bidder

7 (C) For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no.

..... in respect of

..... (Item of work) which is due to open on

..... (date) in the Meeting Room, O/o

.....

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

mentioned above on our behalf.

.....

Signature of the Representative

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

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

Signature of bidder

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period (Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due

Address of the purchaser

To

M/s

.....

Sub: This office contract no..... dated placed on you for supply of

.....

Ref : Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs._____in accordance with clause 15.3, Section- 5PartA of the contract with validity up to _____.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as
requisite in clause 24.4 section 5 Part A"

Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

Note : The entries which are not applicable for the case under consideration are to be deleted.

Signature of bidder

7(E)- Model Amendment Letter for Extension of Delivery Period
Appendix (ii) to clause 15.3 of Section-5 Part A Registered
Acknowledgement Due
Address of the purchaser

To
M/s

Sub : This office contract no..... dated placed on you for supply of

Ref : 1. Your letter no..... dated requesting DP extension

This office letter no. dated intimating conditions for DP extension

Your letter no..... dated accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____

(presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.

Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.

The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. No. Tender-100/Retailer Sign Board/2016-17/MM/ from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,
(.....)
or and on behalf of.....

Copy to :
.....
.....

(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

Signature of bidder

SECTION- 8**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm/Company:

2. Present Correspondence Address

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

Telephone No. Mobile No.....FAX No.

.....

3. Address of place of Works/Registered

Office.....

.....
.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company. /(Tick the correct choice):

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....
.....

.....

7. Permanent Account No. : -----

8. Service Tax Registration No.....

9. EPF/ESI No.....

10. Labour Registration No. & Authority to which registered.....

11. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

12. Whether the firm has Office/ works in Shimla? If so state its Address

.....
.....

.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

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

Signature of bidder

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....

3. Kindly indicate the maximum number of tendered manpower which you are capable of supplying within the short given period.

Name of the tendered Item	Number of manpower that can be supplied by the firm within scheduled period.

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor

Date

Name of Contractor

Signature of bidder

SECTION – 9 Part-A**BID
FORM****TENDER NO. NIT No: E-836/EOI/P-III/Housekeeping/6 Dated. 16.05.2020**

To

GMTD
BSNL Dharamshala HP

Dear Sir,

1. We, undersigned, offer to provide housekeeping services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will submit a Demand Draft issued in favour of A.O. (Cash) O/o GMTD Dharamshala HP or a bank guarantee issued by a Schedule Bank for an amount equal to 5 % of the contract value as performance security.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent modification and replacement. We have submitted Bid Security of Rs.70000 /- in the form of Cash deposit/D.D drawn in favour of A.O.(Cash), O/o GMTD Dharamshala HP along with the Bid.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the <https://eprocure.gov.in/cppp>, <https://etenders.gov.in> and www.hp.bsnl.co.in. Any deviation will result in the rejection of the Bid.

Dated this Day of2020

Signature of the bidder/authorized signatory.....
 Name of the bidder/authorized signatory.....
 Signed in the capacity of.....
 Seal of the firm.....

Witness.....
 Address.....

 Signature

Signature of bidder

SECTION 9 Part-B**(Financial Bid)****TENDER NO. NIT No: E-836/EOI/P-III/Housekeeping/6****Dated. 16.05.2020**

Rates for "HOUSE KEEPING SERVICES " in the office of GM TD Dharamshala, as per the scope of work given in Section– 3 Part A, B & C.

Price Schedule- For Provision of House keeping Services

S.N.	Description	Percentage (This is to be read in conjunction with latest rules, acts, regulations and policies promulgated by Competent Government Authority)	Rate (in figures) in Rs.	Rate (in words) in Rs.
1	Basic Wages (BW) plus Variable Dearness Allowance (VDA)		Will be variable in accordance with instructions issued from time to time by Govt. of India Ministry of Labour & Employment	
2	Employees State Insurance (ESI)	3.25% of BW plus VDA	Variable as per Govt. instructions*	
	Employees Provident Fund (EPF)	12% of BW plus VDA		
	Employees Deposit Linked Insurance (EDLI)	0.5% of BW plus VDA		
	Administrative charges	0.66% of BW plus VDA		
	Total wages per day per person	1+2		
3	Service charges per month per person	Will remain fix during the contract period		

Note: -

- (i) *No Amount is required to be filled in Sr.No.1 &2.
- (ii) GST shall be paid extra & should not be included in Sr.No.3
- (iii) No modification to be made in Section 9 Part A & B. Bid Form and Price Schedule in any other format shall be rejected
- (iv) **Service charge for provisioning services of House-Keeping and General Maintenance of OFC Network & OFC Systems per month will remain fixed during the contract period.**
- (v) The L1 will be calculated on the basis of Service charges per month per person offered by the bidder.

Signature of bidder

**Signature of the Bidder
With Rubber Stamp**

SECTION-10**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM
TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT****(To be executed on Rs.10/- Stamp paper & attested by Public
Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----has not been blacklisted or debarred in the past by BSNL or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----was blacklisted or debarred by BSNL, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders. In case the above information found false

I/We are fully aware that the tender/ contract will be rejected/ cancelled by O/o GMTD, Dharamshala, BSNL, H.P.-176215 and EMD/SD shall be forfeited. In addition to the above O/o GMTD, Dharamshala, BSNL, H.P.-176215 , will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which assigned: -----

Name & address of the firm: -----

Date: Signature of Bidder with seal.

Signature of bidder

Section-12

Annexure-I**Agreement Bond**

This agreement is made and entered into this day-----between the AGM (HR) O/o GMTD, Dharamshala, BSNL, HP on behalf of GMTD, Dharamshala BSNL, HP, herein after called the first party and M/S -----, herein after called second party (The contractor) for Provisioning of Services for House-Keeping and General Maintenance of OFC Network & OFC Systems in Dharamshala SSA as defined in Section-3 Part-A, B & C of tender document. The terms and conditions of **NIT No: E-836/EOI/P-III/Housekeeping/6 Dated. 16.05.2020** shall form the integral part of this agreement.

Whereas the second party represents to engage in the business of Provisioning of Services for House-Keeping and General Maintenance of OFC Network & OFC Systems in Dharamshala SSA (as defined in Section-3 Part-A, B & C of tender document)

Whereas the first party is desirous of getting Services for House-Keeping and General Maintenance of OFC Network & OFC Systems in Dharamshala SSA (as defined in Section-3 Part-A, B & C of tender document) by availing the services from the second party for the purpose. This agreement is for the period of ----- months w.e.f. ----- to ----- and further extendable up to ----- months if competent authority decides. Now therefore it is mutually agreed between aforesaid parties as follow:-

S. No.	Nature of work	Approved cost of work as per AWO (including EPF/ESI etc.)	Approved rate per month per person for 26 days in a month (as per section -9 Part B, Note – ii) inclusive of all taxes/levies etc. (in Rs.)
1	Services for House-Keeping & cleanliness in % GMTD Dharamshala		Labour cost(as per CLC guidelines) + Rs.....(as service charges)

All terms and conditions defined as per **NIT No: E-836/EOI/P-III/Housekeeping/6 Dated. 16.05.2020** and as per LOI No. ----- dated at Dharamshala the ----- (Annexure-B) and accepted / signed by the second party as per bid offer, & as per their letter No. ----- dated ----- (Annexure –C) respectively shall form part of the agreement.

The firm has deposited performance security in shape of PBG No.----- dated ----- equivalent to Rs. -----/- in the office of GMTD, Dharamshala, BSNL, H.P. -176215.

In witness there of those present have signed on behalf of the respective party here to duly

authorized officer.

Signature of the contractor
Officer

Signature of authorized BSNL

In presence of

1.

2.

In the presence of

1.

2.

Annexure-II

COMPREHENSIVE AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT/ OR BY GST AUTHORITIES.

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

1) I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.----- --
-----has not been blacklisted or debarred in the past by
BSNL or any other Government organization from taking part in Government
tenders.

Or

2) I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.----- --
-----was blacklisted or debarred by BSNL, or any other
Government Department from taking part in Government tenders for a period of -
----- years w.e.f.----- . The period is over on -----and now the
firm/company is entitled to take part in Government tenders.

3) I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.----- --
-----has not been blacklisted by the GST authorities.

4) I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.----- --
----- was blacklisted by the GST authorities w.e.fto
..... The ban is over now on dated.....and now
firm/company/individual is free from GST blacklist.

In case the above information found false, I/We are fully aware that the tender/
contract will be rejected/ cancelled by O/o GMTD, Dharamshala, BSNL, H.P.-
176215 and EMD/SD shall be forfeited. In addition to the above O/o GMTD,
Dharamshala, BSNL, H.P.-176215 , will not be responsible to pay the bills for
any completed / partially completed work.

Signature -----

Name -----

Capacity in which assigned: -----

Name & address of the firm: -----

Date: Signature of Bidder with seal.

