

TENDER ENQUIRY DOCUMENT
SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

OFFICE OF GENERAL MANAGER DHARAMSHALA BUSINESS AREA-176215

From: AGM (CFA)
O/o General Manager BSNL,
Chilghari, Dharamshala HP-176215.
No. CS-1012/Tender/AC-REPAIR/2022-23/16

To,

Dated: 18/05/2022.

Sub: - Tender documents for **Repair of Air Conditioner (Window, Split & High Sensible type)**, in the jurisdiction of Dharamshala BA on call basis.

NIT No: CS-1012/Tender/AC-REPAIR/2022-23/16

Dated: 18/05/2022.

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

AGM (CFA)

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SECTION – 1 Part A
Detailed NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF GENERAL MANAGER DHARAMSHALA BUSINESS AREA-176215

Digitally signed e-tender are invited by General Manager BSNL Dharamshala Business Area (hereinafter referred as GM BSNL Dharamshala BA) for Repair of Air Conditioner (Window, Split & High Sensible type), in the jurisdiction of Dharamshala BA on call basis as detailed below.

Section	Area of the work	Name of the Item/ Work	Estimated Cost (in Rs.) (Approx.)	Bid Security/ EMD (in Rs.)	Tender Document Fee (in Rs.)
Dharamshala BA	Jurisdiction of DE (Mtce.) Dharamshala, DE (Mtce.) Chamba, , DE (Mtce) Palampur, DE (Mtce.) Dehra, DE (Mtce.) Nurpur and DE(OCB)	Repair of faulty ACs (Window, Split & High Sensible type)	11,00,000/-	27500/-	590/-

Note 1: The tender shall remain valid for one year as stated above. However GM BSNL Dharamshala BA reserves the right to vary the value of tender to the extent of -25 % to +25 % of specified value at the time of issue of work order beyond estimated limit as mentioned above without any change in unit price or other terms & conditions. The validity of tender can be further extended as per clause 25 of Section 4 Part A of tender document.

Note 2: 25 % of estimated value of work 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 There is a single Financial Bid in the tender document.

2 **Purchase of Tender Document:** Tender document can be obtained by downloading it from 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 tender fee (along with applicable GST) amount through online payment mode/ DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The detail for online payment are mentioned at Note 7 of this section.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (Cash) O/o GM BSNL Dharamshala BA 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/NSIC for the tendered item.

3. **Availability of Tender Document:** The tender document shall be available for downloading from 18/05/2022 onwards up to 09/06/2022 (up to 11:30 Hrs.).

3.1 As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale.

3.2 -deleted-

Note 3: -deleted

4. Eligibility Criteria: - The bidder satisfying the following conditions:

a) Bidder should have successfully completed the repair of Air Conditioners of different makes or similar works in DOT/BSNL/MTNL/Central Govt. Dept./ Central PSUs/ Private Telecom Operator during the last 7 financial years ending last day of the month previous to the one month in which applications are invited should be either of the following:-

i) Similar nature of completed works in any three years costing not less than the amount equal to 40% of the estimated cost in each year during the last seven years.

OR

ii) Similar nature of completed works in any two years costing not less than the amount equal to 60% of the estimated cost in each year during the last seven years.

OR

iii) Similar nature of completed works in any one year costing not less than the amount equal to 80% of the estimated cost in each year during the last seven years.

The experience certificate should be issued from an officer not lower than DE/AGM (STS level) or equivalent grade in DOT/BSNL/MTNL/Central Govt. Dept./ Central PSUs. In case of Private Telecom Operator, the experience certificate should be issued from officer not lower than Project Head. The experience certificate should clearly indicate the detail of successfully completed work(s), contract agreement number with date, financial year(s) of work completion and amount of successfully completed work(s), designation of authorized signatory such as DE/AGM/ Project head.

Note: Similar work means ARC (Annual Repair Contract) of Air Conditioners, Repair and Mntc. of Air Conditioners, AMC OF Air Conditioners .

Note: (Any three years means) e.g Y1,Y2,----Y7 is Financial year 1,2---7. If any bidder completed Work costing in Y1 40%, in Y3-40% and in Y7 is 40% is eligible (similar suitable combination may be considered for eligibility during the seven year block)

b) Valid PAN No.

c) Valid GST registration number.

d) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.

e) In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.

f) In case of multiple GST numbers, all the numbers can be provided as Annexure

g) Valid EPF registration number.

h) Valid ESI registration number (if not available, declaration should be given that it will be submitted at the time of agreement failure of which EMD will be forfeited).

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.

4.2 Relaxation for Startups

4.2.1 As per Department of Expenditure vide OM dated 8th November 2016, CPSEs/ Central Government Departments condition regarding prior turnover and prior experience to all startups (whether MSE's or otherwise) recognized by DPIIT are relaxed up to 50% subject to meeting of quality and technical specifications.

Note:- The bidders shall submit DPIIT certificate of recognition for startups with the other requisite documents.

5. Bid Security/EMD:

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

- (a) Through online payment mode as per detail in Note 7 of this section.
- (b) Demand Draft/ Banker's cheque drawn in favour of Accounts Officer (Cash) O/o GMTD BSNL Dharamshala and payable at Dharamshala.
- (c) Bank Guarantee from a scheduled bank drawn in favour of Accounts Officer (Cash) O/o GMTD BSNL Dharamshala which should be valid for 210 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/NSIC for the tendered item

6. Date & Time of Submission of Tender bids: on or before **11:30 Hrs** of **09/06/2022** (tender closing date)

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: At **12:00 Hrs** of **10/06/2022**.

8. Place of opening of Tender bids:

8.1 As the tenders are invited through e-tendering process, the tenders shall be opened by BSNL's Tender Opening Officers as well as authorized representatives of bidders can also attend the Tender Opening Event (TOE).

8.2 In addition, authorized representatives of bidders (i.e. vendor organization) can attend the TOE in the chamber of AGM (CFA) at Room No.203 1st Floor Administrative Block O/o GM BSNL Dharamshala BA, where BSNL's Tender Opening Officers would be conducting Online Tender Opening Event (TOE).

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. GM BSNL Dharamshala BA 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.

Note 7: The detail for online payment

1	Beneficiary Name	AO CASH, O/O GMTD BSNL DHARAMSHALA
2	Beneficiary Address and Telephone no.	O/O GMTD BSNL Chilgari Dharamshala (H.P.) 176215 (01892-226874)
3	Beneficiary Account No.	0136002100022568
4	Account No.(Savings/ Current)	Current
5	Bank Name	PNB
6	Branch Name & Address	Kotwali Bazar Dharamshala
7	IFSC (Indian Financial Services) code	PUNB0013600

SECTION – 1 (Part B)
NEWS PAPER N.I.T. (NNIT)



BHARAT SANCHAR NIGAM LIMITED
O/o General Manager BSNL Dharamshala BA-176215

DELETED

SECTION- 2

Tender Information

Note 1:- Deleted.

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: Single Stage.
(Please See Note-2).
- b) No. of Envelopes for submission of Bids: Two Nos.
(Opening stages) (Please See Note-3).
- c) E-reverse auction (In case of tenders : No
invited through e-tendering only)

Note 2: Deleted.

Note 3: In case of 1(b) above, the bidder shall submit 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: 180 days from the tender opening date.

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

a) Electronic/digital Techno-commercial envelope shall contain :-

- i) Copy of EMD/Bid Security i.e. DD/Cheque/PBG etc.
- ii) Copy of Cost of the tender documents (tender fee) i.e. DD/Cheque/PBG etc.
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT.
- 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 of Section-4A
- vii) Bidder's Profile & Questionnaire duly filled & signed.

- viii) Non-Relation Certificate duly filled & signed.
- ix) Undertaking & declaration duly filled & signed
- x) Documents stated in clause 10 of Section-4 Part A.
- xi) Tender documents duly signed at the end of each section for having read it & accepted it.
- xii) Tender/ Bid form- Section 9 Part A

Note 5: Deleted

b) Electronic/Digital Financial envelope shall contain:

- i) Electronic Form- financial along with Price Schedule (Section 9 Part–B (i) with all relevant bid annexure.
- ii) Deleted.

Note 6:- In case of e-tendering, the following documents are required to be submitted offline (i.e. offline submissions) to AGM (CFA) O/o GM BSNL Dharamshala BA Room No. 203 Administrative Block:

(a) on or before the date & time of submission of bids in a sealed envelope:

- i) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- ii) Integrity Pact (if applicable)

(b) on any date before or within 5 days of bid submission end date in a sealed envelope:

- iii) EMD –DD/Banker Cheque or Bank guarantee Bid security (original copy).
- iv) DD/ Banker's cheque of Tender fee.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)".

4. Deleted.

5. Payment terms: - As detailed in clause 11 of Section 5 Part A.

6. Delivery Schedule: - All the complaints should be attended and rectified within 48 hours. In case of Exchange/BTS failure, the fault will be reported to vendor through E-Mail/ phone and vendor will have to attend the site within six hours, failing of which the penalty shall be imposed as per clause 16 of section 5 Part A of tender document.

Note 7:- Deleted

7. Consignee: - In-charge of the equipment shall provide the work done satisfactory report countersigned by DE concerned.

SECTION- 3 Part A

SCOPE OF WORK

A. General: Repair of Faulty ACs (Window, Split & High Sensible type) , in the jurisdiction of Dharamshala BA on call basis.

B. Scope of Work:

- 1) The work involved is for providing repair services for faulty ACs (Window, Split & High Sensible type) of different make installed at various telephone exchanges and BTSs of Dharamshala BA.
- 2) The vendor shall safely carry out repair services by means of laborers employed at his own expenses and by means of tools, implements equipment etc. to be supplied by bidder to his laborers at its own expenses.
- 3) The vendor shall also supply the requisite number of workmen with means and materials as well as tools, appliances etc. required for the proper repair of faulty ACs within the time prescribed in the work order.
- 4) The vendor hereby declares that the spare parts for repair of ACs under this agreement shall be of the best quality and hereby warranty for trouble free working of repaired equipment for SIX months and 12 months for replaced components. In case of any fault occurs within the warranty period the tendered will have to carry out repair/replacements free of cost within the week time and failing which the repair will be carried out by BSNL through any agency at the tenderer's risk and cost.
- 5) The vendor shall not charge any extra amount for traveling or transport expenses, overtime allowance and charges for materials used by him and will not be entitled to get compensation for any damages or losses in the course of execution of works or for any extra payment i.e. charges for transport of materials and charges for laborers that he will employ at his own cost nor for idle labors and transport nor for loss or deterioration of materials.
- 6) Vendor will not open any OK AC. Faulty ACs will be handed over to the vendor by the BSNL official/ Officer only. Vendor will not use any components of good/faulty ACs for repair of AC under repair. If it is found that components of ACs (faulty/good) have been used by the vendor for repair, penalty of Rs.1000-00 per instance shall be levied.

As & when the fault is reported by the officer in charge, the fault of AC unit shall have to be attended by the contractor immediately within 24 hours for uninterrupted & proper working of the said AC unit.

- 8) The vendor must clean the AC and it should be free from dust during the currency of contract agreement.

- 9) The power of declaring a AC RNP shall lie with concerned D.E. and ACs once taken over by the vendor for repair shall not be declared "RNP" by the vendor.
- 10) The vendor shall be wholly responsible for proper preservation and safe custody of all ACs handed over to the vendor in course of execution of works under the contract till the work is completed in all respect according to the terms. The vendor hereby undertakes to indemnify the BSNL against all losses or damage of aforesaid ACs for any causes whatsoever and to make good all such loss or damage sustained by BSNL and the decision of the General Manager, Dharamshala BA in this behalf shall be final and binding.
- 11) All the spares to be used will be of the respective make of Window, Split & High Sensible type AC. After replacement of all the faulty/burnt part of ACs, must be deposited to the concerned officer in charge of which record should be maintained & certified deposit slip should be enclosed with the bills of maintenance.
- 12) Checking and adjusting belt tension/alignment of all drivers, tighten of bolts etc.
- 13) Lubricating bearing of pumps. Motors starters & gearboxes wherever required.
- 14) Checking refrigerant leaks. Inspecting Adjusting of entire equipments of all units for refrigeration control.
- 15) Replacement of refrigerant gas and compressor oil in the system required as a result of leak in the system arising out of wear and tear.
- 16) If contractor want to carry AC or part to his workshop he has to make alternative arrangement so that room temperature can be maintained.
- 17) Checking general functioning of entire air conditioners like condensing units, A.C control panel and associated pipes, gas pressure.

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS/ Requirements

A. General : Repair of faulty ACs(Window,Split & High Sensible type) of different make and different capacity at different sites in the jurisdiction of Dharamshala BA on call basis.

B. Technical specifications: The equipment shall conform to the Technical specifications as mentioned below. The locations described below are indicative and may vary with the installation of new AC at during the period of contract :

List of ACs				
S.No.	Sub-division	Location	Quantity (in Nos)	AC Type
1	Dalhousie	Surgani TE	1	1.5 T window type
2	Dalhousie	Chowari TE	1	1.5 T window type
3	Dalhousie	Kunjer Mahadev BTS	3	1.5 T window type
4	Dalhousie	Panjpulla BTS	1	1.5 T window type
5	Dalhousie	Khirdidhar BTS	1	1.5 T window type
6	Dalhousie	Khairi TE	6	1.5 T window type
7	Dharamshala	Gaggal TE	2	1.5 T window type
8	Dharamshala	KOTWALI BAZAAR BTS-1	2	1.5 T window type
9	Dharamshala	DARI BTS	2	1.5 T window type
10	Dharamshala	CRICKET STADIUM BTS	2	1.5 T window type
11	Dharamshala	CHARRI ROAD BTS	2	1.5 T window type
12	Dharamshala	RSU DHARAMSHALA	3	1.5 T window type
13	Dharamshala	RSU KHANIARA	4	1.5 T window type
14	Dharamshala	CHARRI TE	2	1.5 T window type
15	Dharamshala	MCLEODGANJ TE	3	1.5 T window type
16	Dharamshala	MCLEODGANJ BTS	2	1.5 T window type
17	Rehan	Rehan TE	2	1.5 T window type
18	Rehan	Fatehpur TE	1	1.5 T window type
19	Rehan	Dhameta TE	1	1.5 T window type
20	Rehan	Bhatoli BTS	2	1.5 T window type
21	Rehan	Raja Ka Talab BTS	2	1.5 T window type
22	Rehan	Dinilarth BTS	2	1.5 T window type
23	Rehan	Fatehpur BTS	1	1.5 T window type
24	Rehan	Nagrota Surian BTS	2	1.5 T window type
25	Rehan	Harsar BTS	2	1.5 T window type
26	Rehan	Jawali BTS	2	1.5 T window type
27	Rehan	Jawali TE	2	1.5 T window type
28	Rehan	Nagrota Surian TE	1	1.5 T window type

29	Palampur	MBM PALAMPUR	5	Split AC
30	CHAMBA	BHARMOUR TE	8	1.5 T window type AC
31	CHAMBA	GHRADU BTS	2	1.5 T window type AC
32	CHAMBA	CHAMBA TE	1	High Sensible; 3 T
33	CHAMBA	GAWALA BTS (HOLI)	2	SPLIT TYPE
34	CHAMBA	GHATU BTS	2	1.5 T window type
35	CHAMBA	MEHALA BTS	2	1.5 T window type
36	CHAMBA	MERIGLA BTS	1	High Sensible; 3 T
37	CHAMBA	MANGALA BTS	2	1.5 T window type
38	CHAMBA	Chamba TE	2	SPLIT TYPE
39	CHAMBA	Chamba CSC	2	SPLIT TYPE
40	CHAMBA	NAGORI BTS	2	1.5 T window type
41	CHAMBA	DRADA TE	2	1.5 T window type
42	CHAMBA	KHAJJAR	2	1.5 T window type
43	CHAMBA	SARU TE	2	1.5 T window type
44	CHAMBA	SAHU TALLA	2	SPLIT TYPE
45	Panchrukhi	Harsi TE	2	1.5 T window type
46	Panchrukhi	Ropri TE	1	1.5 T window type
47	Panchrukhi	Ropri BTS	1	1.5 T window type
48	Dehra	MBM Dehra	2	1.5 T window type
49	Dehra	RSU Dehra	1	1.5 T window type
50	Dehra	Badalthore TE	1	1.5 T window type
51	Dehra	Dadasiba TE	1	1.5 T window type
52	Baijnath	Baijnath TE	1	3 T window type
53	Kangra	Kangra TE	2	1.5 T window type
54	Kangra	Ranital TE	3	1.5 T window type
55	Kangra	Daulatpur TE	2	1.5 T window type
56	Kangra	Sunhi TE	2	1.5 T window type
57	Kangra	Shahpur TE	2	1.5 T window type
58	Kangra	Harchakkian TE	1	1.5 T window type
59	Kangra	Harchakkian BTS	1	1.5 T window type
60	Kangra	Ranital BTS	1	1.5 T window type
61	Kangra	Matour BTS	2	1.5 T window type
62	Nagrota Bagwan	Nagrota Bagwan TE	2	1.5 T window type
63	Nagrota Bagwan	Rajiana TE	2	1.5 T window type
64	Nagrota Bagwan	Baroh TE	4	1.5 T window type
65	Nagrota Bagwan	Tanda Medical College-1 GSM BTS	1	1.5 T window type
66	Nurpur	Kotla TE	2	1.5 T window type
67	Nurpur	Panjhara TE	2	1.5 T window type
68	Nurpur	Gangath TE	1	1.5 T window type
69	Nurpur	Nurpur TE	1	1.5 T window type
70	Nurpur	Suliali TE	1	1.5 T window type
71	Nurpur	Indora 2 BTS	2	Split AC

72	Nurpur	Kaptial BTS	2	1.5 T window type
73	Nurpur	Nagani BTS	2	1.5 T window type
74	Nurpur	Nurpur Chaugan BTS	2	1.5 T window type
75	Nurpur	Gangath BTS	1	1.5 T window type
76	Nurpur	Trilokpur BTS	2	1.5 T window type
77	Bhawarna	Sulah TE	2	1.5 T window type
78	Bhawarna	Purba TE	2	1.5 T window type
79	Bhawarna	Daroh BTS	2	1.5 T window type
80	Bhawarna	Gander TE	2	1.5 T window type
81	Bhawarna	Alampur TE	2	1.5 T window type
82	Jawalamukhi	Pragpur TE	1	1.5 T window type
83	Jawalamukhi	Piersaluhi TE	1	1.5 T window type
84	Jawalamukhi	Khundian TE	1	1.5 T window type
85	Jawalamukhi	Kohala TE	2	1.5 T window type
86	Jawalamukhi	Majheen TE	2	1.5 T window type
87	Jawalamukhi	Paisa TE	1	1.5 T window type
88	Jawalamukhi	Jawalamukhi TE	2	1.5 T window type
89	Jawalamukhi	Panjpeeri BTS	4	1.5 T window type
90	Jawalamukhi	Surani BTS	2	1.5 T window type
91	Jawalamukhi	Bari Tumber BTS	2	1.5 T window type
92	Jawalamukhi	Pragpur BTS	2	1.5 T window type
93	Dharamshal OCB NIB	TE Chilgari TXn Room	4	1.5 T window Type
			183	

SECTION-3 Part C
SCHEDULE OF REQUIREMENTS (SOR)

Anticipated Requirements of tender are as under: -

S.No.	Description of Job	Anticipated Requirement for Tender
1	Compressor Repair of 1.5 Ton AC	36
2	Compressor Replacement with new compressor of 1.5 Ton AC	15
3	Compressor Repair of High Sensible AC	15
4	Compressor Replacement of High Sensible AC	15
5	Gas Charging	46
6	Starting Relay Replacement	15
7	Capacitor Running Replacement	43
8	Selector switch Replacement	15
9	Selector Switch Repair	15
10	Rotary Switch Replacement	15
11	Rotary Switch Repair	15
12	Over Load Protection Relay Replacement	15
13	Over Load Protection Relay Repair	15
14	Condenser Coil Replacement	15
15	Condenser Coil Repair	30
16	Thermostat Replacement	15
17	Blower Set Replacement	15
18	Blower Set Repair	15
19	Air Filter Replacement	15
20	Repair of Voltage Stabilizer	15
21	Copper pipe/ fit replacement per feet	15
22	Copper pipe/ fit repair per feet	15
23	Cooling coil replacement	15
24	Cooling coil repair	21
25	Capacitor starting	15
26	Fan Motor Rewinding	34
27	Fan Motor Re-bushing	15
28	Fan Motor Re-shafting	15
29	Fan Blade Replacement	15
30	Service of AC	143
31	Replacement of Dual AC Controllers	15
32	Repair of Dual AC Controllers	15
33	Voltage Stabilizer (New)	15

Note 1 Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above.

2. Number of items of each kind may vary up to 25% of the scheduled anticipated quantity with the installation of new AC in Dharamshala BA at new locations keeping the cost of work awarded same.

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) **"The Purchaser"** means the GM BSNL Dharamshala BA.
- (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 supplying the services under the contract.
- (d) **"The services"** means all the technical service which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Award of work"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase 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 thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) -deleted-
- (i) -deleted-
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section – 1 Part A i.e. Detailed NIT.

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.

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. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if

any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing 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

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

7.0 DOCUMENTS COMPRISING THE BID

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

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

8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be supplied, brief description of

the services, quantity and prices as per section- 9.

9.0 BID PRICES

- 9.1 The bidder shall give the total price per item (inclusive of all taxes except GST) as per description mentioned in SECTION-3 Part C.
The price need to be indicated up to two decimal points only against the services it proposes to supply under the contract as per the price schedule given in Section 9 Part B. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 -deleted-
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 -deleted-
- 9.5 -deleted-
- 9.6 The price approved by BSNL for procurement will be inclusive of all as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Travelling charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation/repair.
- 9.7 Deleted.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents. An affidavit related certificate should not be older than six month from Tender floated.
- a) 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.
 - b) -deleted-
 - c) -deleted-
 - d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I Part A and Section-4 Part B.
 - e) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - f) Documentary proof of applicable rate of GST or any other tax.
 - g) Undertaking duly signed by bidder stating that he/she/Firm will be liable for due performance of the contract.
 - h) Certificates from all Directors (in case of company) and members of firm (in case of partnership) and by sole proprietor stating that none of their near relatives are working in BSNL in accordance with clause 34 as required in clause 3(a)(VIII) of Section-2.
 - i) Certificate of incorporation.

- j) Article or Memorandum of Association 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.
- k) 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.
- l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India if applicable.
- m) -deleted-.
- (n) Attested copy of ESI Registration Certificate (Wherever ESI is applicable). For other stations, an affidavit (attested by Notary public) to be given that medical insurance will be submitted within one month signing the agreement.
- (o) A declaration from bidder that he/she/firm is not blacklisted by GST authority.
- (p) In case seeking relaxation under 4.2.1 of Section-1 (Part A), DPIIT certificate of recognition for startups is required to be submitted along with the other requisite documents.

Note 1: Documents at S. No 10.1(g), (k), (l), (m) are applicable in case of tenders with estimated cost more than Rs 1 Crore.

10 .2 to 10.7 -deleted

11.0 DOCUMENTS ESTABLISHING GOODS/ SERVICE 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 all goods and services which he proposes to supply under the contract.

11.2 (a) & (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 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) shall not be considered.

11.3 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, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 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/NSIC should be valid on the date of opening of tender.
 - c) -deleted-
 - 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)
- 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.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of work satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered services in pursuance to clause no. 24.4 & 27.3 of this section.
- 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 letter of intent and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual/company/ firm as applicable.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 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 FORMAT 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 digitally 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 individual/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.

15.0 SEALING AND MARKING OF BIDS

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

15.1.1 The bids are called under

- a) -deleted-
- b) Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids 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 envelopes;

The First digital envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second digital envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B(I) .

15.2 a to c deleted

d) The offline document as required in tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person to AGM (CFA) Room no. 203 Administrative block O/o GM BSNL Dharamshala BA. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

e) offline documents delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in DNIT to AGM (CFA) Room no. 203 Administrative block O/o GM BSNL Dharamshala BA. The purchaser shall not be responsible if the offline documents are delivered elsewhere.

f) Venue of Tender Opening:

(i) In the chamber of AGM (CFA) Room no. 203 Administrative block O/o GM BSNL Dharamshala BA at specified time & date as stated in NIT.

(ii) –deleted-

(iii) –deleted-

15.3 if the envelopes containing offline documents is not sealed and marked as required at para 15.1 and 15.2, 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 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.

17.0 LATE BIDS

17.1 No bid shall be accepted either online by E-Tender Portal after the specified deadline for submission of bids prescribed by the purchaser.

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 online and digitally authenticated 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 the presence of the authorized representatives of bidders online 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 digital envelopes to be opened & information to be read out by Bid Opening Committee

(i) –deleted-

(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 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) Taxes & levies

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 out rightly 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 There is a single Financial Bid in the tender document.
Arithmetical errors shall be rectified on the following basis.
Based on the basic unit rate quoted by the vendor in column "E" of Financial Bid. The total amount without GST under Column "F" shall be worked out by multiplication of values quoted in Column "E" and Number of units mentioned in Column "D" (i.e $F=E*D$). If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price (Column "E") and quantity (Column "D"), the unit price shall prevail and the total price shall be corrected by the purchaser up to two decimal points.
In the similar way the total amount of Bid without GST in figures as mentioned in row (Total in Figures) shall be worked out by summing up the value quoted in row 1 to row 4 of column "F" and shall be rounded off to 2 decimal points.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors as mentioned in clause 21.2 above & 21.3, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, 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 material 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 material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY 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 total cost of bid without GST to BSNL on the prices of the services offered inclusive of Duties and taxes (but excluding GST and other CENVAT-able Duties & Taxes), as arrived in row (Total in Figures) of the price schedule in the Section-9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 & 21.3 above.

(a) GST shall be paid extra as per the rate applicable at the time of issue of work order and shall not be taken while calculation of total cost as detailed above.

(b) -deleted-

(c) -deleted-

(d) -deleted-

(e) -deleted-

(f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the supplier.

(g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties,Taxes and Cesses will be deducted from the payment due to the supplier.

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 PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable by the purchaser.

- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes

within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.

24.3. The purchaser reserves the right for the placement of order of entire tendered value on the bidder with the lowest evaluated price.

24.4 In the event of MSME bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second award of work) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional services, due to non-acceptance of respective quantity by MSME bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) The tender shall remain valid for one year as stated in DNIT. However GM BSNL Dharamshala BA reserves the right to vary the value of tender to the extent of -25 % to +25 % of specified value at the time of issue of work order beyond estimated value during the period of contract without any change in unit price or other terms & conditions.

(b) –deleted-

(c) The contract period may be further extended for a period upto one year with 100% value of Work Awarded at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Such extension shall be given till the finalization of new tender or one year whichever is earlier.

26. 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. Award of Work/Letter of Intent.

27.1 The issue of a letter for Award of work/Letter of Intent 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 letter of intent, give its acceptance along with performance security/security deposit in conformity with the proforma provided with the bid document at Section-7B or Security deposit in the of form of Demand Draft.

27.3 L-1 bidder may be issued letter of intent in two stages. The first letter shall be

issued for L-1 quantity as defined in clause above. The second letter of intent may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

27.4 Under special circumstances the bidder may be asked to execute the repair work under the whole jurisdiction of Dharamshala BA as per same terms and conditions.

28. SIGNING OF CONTRACT

28.1 The signing of agreement shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

28.3 The bidder shall execute an agreement on non-judicial stamp paper of Rs. 100/- only at his own cost.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make take decision at its own discretion to call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

The bidder shall comply the quality assurance as per scope of work (Section 3 Part (A) (B) (C) and as detailed in warranty clause and penalty clause (Clause 15 & 16 of Section 5 Part A of tender documents respectively.)

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 bids 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.
- 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.
- 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 in time;
- b) services 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.

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

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the certificate is given in Section 6 (B).

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.

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(8) / 2018-MA, 13th November, 2018 from Ministry of Micro, Small & Medium Enterprises (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.

Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. 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. 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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee / or EMD	
	b) Certificate for claiming exemption in respect of tender fee/ or EMD	
	and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	
Note 1:- However, in this case the performance guarantee if alright will not be forfeited.		
Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.		
1(b)	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 :	
	(i) If detection of default is prior to award of AWO	

	(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of AWO, ii) Rejection of Bid & iii) Forfeiture of EMD.
S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) cont d.	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	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.
	(iv) If detection of default after issue of WO	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.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	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 :	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.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	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.

4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> 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.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
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>	<ul style="list-style-type: none"> 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.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	<ul style="list-style-type: none"> 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. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). 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. 	iv) Legal action will be initiated by BSNL against the Vendor if required.
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.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received. iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder 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).

		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.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received. iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder 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). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<ul style="list-style-type: none"> i) Termination of contract, if any. 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.
	b) inspite of Court Orders.	<ul style="list-style-type: none"> iii) Take legal recourse i.e. filing recovery suite in appropriate court. i) Termination of contract, if any. 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.
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:	
	(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.	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

	(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.	years from date of issue of banning order.
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(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>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

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Eligibility Conditions

The eligible bidders should be

(i) Indian companies registered for provision of services of tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable.

(ii) Partnership Firm.

(iii) Sole proprietor.

The bidder shall obtain valid license wherever required as per any law of Government of India during the period of contract.

Note :- ~~-deleted-~~

2 . Bid Security

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. Distribution of Quantity

(i) The work shall be awarded to L1 bidder. However there shall be reservation quantity for MSME bidders as given in Table 1 below.

Table 1 (With provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)	Qty earmarked for bidder(s) MSE (Col. 3)
	L1	
One bidder	75%	25%

Note 1(a): ~~-deleted-~~

Note 1(b): ~~-deleted-~~.

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 25% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100%. Other reservations within 25% of MSE bidders are prescribed by GOI at the time of bid shall also be applicable.

Note 3: If L-1 happens to be MSE bidders then they will be given 100% allotted quantity. In case, there are L-2 MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.

(ii) -deleted-

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://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement AC of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) 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

- 1) 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.
- 2) 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.
- 3) 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.

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 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.

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of services.

2. STANDARDS

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

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 to the purchaser for an amount equal to 3% of the value of Award of work within 14 days from the date of issue of letter of intent by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as

compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma 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. INSPECTION AND TESTS

- 5.1 The vendor will prepare bills in triplicate for the works executed by him. The work should be accepted by the JTO, SDO(T) & DET of concerned exchanges and then accepted tested by the work order issuing authority.
- 5.2 Should any tested services fail to conform to the specifications, the purchaser may reject them and the supplier shall either provide the services again or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 The supplier shall take the necessary certificates on bill for inspection done as per clause 5.1 & 5.2 above.
- 5.4 -deleted-
- 5.5 -deleted-
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the services and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the services shall remain at the risk of the supplier until delivery has been satisfactory accepted by testing authorities. The delivery of the services shall be made at ultimate consignee location as given in the work order.
- 6.2 The delivery of the services and documents shall be completed within time frame stated in note 7 of Clause 6 of Section-2 (Tender information).
- 6.3 -deleted-
- 6.4 -deleted-

7. TRAINING- Deleted-

8. INCIDENTAL SERVICES

The supplier may be required to provide all incidental services free of cost as described in Section 3 Part (A)

9. SPARES- deleted-

10. WARRANTY

- 10.1 The vendor shall provide the services as per the tender conditions. But in any case vendor abandon the work or vendor is removed due to delay for any reasons or work of the vendor is not of standard quality, the purchaser is entitled to get the same work done from other vendor/sources.
- 10.2 If the work is allotted to some other vendor, the excess amount paid to new party over the rates finalized in this tender will be recovered from the pending bills or from the Security deposit the original vendor.
- 10.3 If same fault is re occurred in any AC within six Months of repair, it will be repaired free of cost by the vendor.

Vendor will not open any OK AC. Faulty ACs will be handed over to the vendor by the BSNL official/officer only.

Vendor will not use any components of good/faulty ACs for repair of AC under repair. If it is found that components of ACs (faulty/good) have been used by the vendor for repair, the cost of the AC will be recovered from the vendor.

If there is loss of revenue to BSNL due to non-attendance/non repair of ACs, BSNL Dharamshala will be at liberty to recover this from the vendor.

After signing the agreement, the vendor will maintain imprest stock of 1% of tendered ACs items in good condition to be used in case of emergency.

In case of delay because of BSNL reasons the matter will be referred in writing to the GM Dharamshala BA.

11. PAYMENT TERMS

- 11.1 The Bill of vendor will be processed by AGM (CFA) B.S.N.L. O/o G.M. Dharamshala BA on submission of bills. The payment will be made by AO (CSC-ERP) O/o CGMT HP Circle Shimla. For claiming this payment the following documents are to be submitted to the paying authority.
- (a) Vendor has to submit Tax (GST) Invoice in triplicate clearly indicating GSTIN registration number and break up details of composite price i.e. Basic, GST etc.
 - (b) Necessary work done satisfactory certificated duly endorsed by SDE/ Incharge concerned and countersigned by DET.
 - (c) TDS/TCS shall be deducted at prescribed rate, if any (as the case may be).
 - (d) Proof of payment of GST.
 - (e) Bill should bear the agreement number and work order Number.
 - (f) Vendor should submit the bill within 30 days after completion of work.
 - (g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

1. If the supplier fails to furnish necessary supporting documents i.e. GST invoice

/ Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier

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

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

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

11.2 -deleted-

11.2.1 -deleted-.

Note: -deleted-

11.3. -deleted

11.4. No payment will be made for goods rejected at the site on testing.

11.5. The bidder has to give the mandate for receiving electronically and the charges, if any, levied by bank has to be borne by the bidder/ vendor/supplier. The bidder company is required to give the following information for this purpose:-

- (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. 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 Clause-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 work order as per GST 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 GST.
- (c) In case of increase in duties/taxes 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 GST 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.

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:

- (a) The supplier shall replace the AC from his imprest stock and telephone exchange/ BTS services should be restored (In case of Exchange/BTS/high sensitive telecom equipments failure).
- (b) In no case, the exchange services should be hampered more than twenty four hours, due to failure of AC. It should be taken as an essence of the Contract.
- (c) 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.
- (d) If the vendor fails to repair the ACs up to 4 weeks, the GM BSNL Dharamshala BA is entitled to terminate the contract along with forfeiture of security/performance deposit. BSNL can also black list the vendor.

(e) In case the vendor fails to comply the warranty clause as detailed in section 5 Part (A) of tender document, the GM BSNL reserves the right to terminate the contract and the Performance Bank Guarantee/Security deposit shall be forfeited.

(f) –deleted-

(g) –deleted- .

15.4 -deleted-

16. LIQUIDATED DAMAGES/Penalty clause.

16.1 In no case, the exchange services should be hampered more than twenty four hours, due to failure of AC. It should be taken as an essence of the Contract. In any case, if the work is not executed within the stipulated period given in work order, penalty will be imposed.

16.2 The Penalty shall be levied as follows.

(a) For delay beyond period given in work order and upto 7 days delay, no penalty shall be levied.

(b) For delay beyond 7 days and upto delay of 10 days, penalty @ Rs. 100/- per day per work order shall be levied/ recovered from bills of the vendor/Security deposits of the vendor.

(c))For delay beyond 11 days and upto delay of 15 days, penalty @ Rs. 200/- per day per work order shall be levied/ recovered from bills of the vendor/Security deposits of the vendor.

(d))For delay beyond 16 days and upto delay of 28 days, penalty @ Rs. 500/- per day per work order shall be levied/recovered from bills of the vendor/Security deposits of the vendor.

(e) The total value of the liquidated damages/penalty as per above sub-clauses shall be limited to a maximum of 20% (Twenty percent) of value of work orders. i.e. LD shall be levied up to upto 20% only.

16.3 No spares/components can be used from other working ACs. If such thing is observed, penalty of Rs.1000-00 per instance shall be levied. This penalty will be in addition to penalty detailed in clause 16.2 above.

16.4 The vendor must clean the AC and allied equipment after every 3 months and it should be free from dust during the currency of contract agreement.

16.5 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, 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 -deleted-

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,
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) services 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. **Tax Indemnity clause:** BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier

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.

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 field 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.

21. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by 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. In case of set off of the security deposit 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, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit 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, then GST would be levied.

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given work Orders, must give the details of the services made against all the work Orders every month on the first working day of the following month to CFA and the concerned User Branches of BSNL.

23. DETAILS OF THE Services

The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered in this tender. The technical literatures of the services should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. FALL CLAUSE

24.1 The prices once fixed will remain firm during the period of contract 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 service during the currency of agreement;

And / or

(b) The prices received in a new tender during the currency of agreement for the same or similar service are less than the prices chargeable under the contract. The prices shall be reduced accordingly in this tender also.

24.2 -deleted-

24.3 The vendor while at the time of submission of bills shall have to provide an undertaking as "*We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.*"

24.4 -deleted-

25. COURT JURISDICTION

25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of

letter of intent shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

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

“This Contract/ PO is subject to jurisdiction of Court at 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. General Guidelines:-

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles”.

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.

(iii) 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 along with 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.

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(To be provided by User cell)

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)

1. The successful tenderer / vendor shall submit an agreement as per Annexure-1, for indemnifying BSNL against any non-compliance by bidder to any of the applicable statutory requirements, if the work is awarded to them.

2. Safety of Labour and BSNL property:-

The **successful tenderer / vendor shall** be solely responsible for payment and compensation under Workmen compensation Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GM Dharamshala BA shall not be responsible in any manner.

- 2.1 The vendor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the vendor. BSNL shall not be responsible for any mishap, injury, accident or death of the vendor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the vendor. No claims in this regard shall be entertained / accepted by the BSNL.
- 2.2 If damage is done to any property or any person in public then the same will have to be made good by the vendor. Vendor shall follow all workmanship standard prescribed by the BSNL and deliver good quality of work.
- 2.3 Vendor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the vendor at his own cost.
- 2.4 The BSNL does not take any responsibility of labourers employed by the vendor BSNL will not supply any consumables item. The vendor will be responsible for their safety and in case of any damages to BSNL property or in default the same will be recovered from the bill or adjusted towards security money etc.
- 2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The vendor shall be bound of follow all such restrictions and just the program for execution accordingly.

- 2.6 The vendor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the vendor and payment will be settled on prorated Basis.
- 2.7 The vendor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
- 2.8 The vendor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GM Dharamshala BA shall not involve in any manner.
- 2.9 No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the vendor must comply all requirements as per applicable Law/ Acts etc.
- 2.10 The tenderers have to fulfill all the terms & conditions of the provisions of EPF & Miscellaneous Provisions Act 1952, Employees Provident Fund Scheme 1952, contract labour (regulation and abolition) central rules 1971, minimum wages Act, 1948 etc. in respect of all labourers/ employees engaged by the tenderer for execution of BSNL's work. Vendor should submit online KYC on the portal of EPFO and obtain the UAN for all the labour/manpower engaged on contract.
- 2.11 Any liability arising out of violation of any labour laws not detailed above, shall be rest at the part of vendor and BSNL will not liable to pay any compensation/liability arising thereof.
- 2.12 The decision of GM Dharamshala BA in this matter connected to this tender is final & binding on 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 tenderer hereby covenants and declares that:

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

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

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

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 (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the “B. G. Amount”) valid up to/...../ 20..... (hereafter known as the “Validity date”) in favour of (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

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

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

satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B.G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL O/o GMTD BSNL 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

7(B) For the Performance Bank Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance Bank guarantee

Whereas.....(hereafter referred to as BSNL) has issued an AWO 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 Rs./- (hereafter referred to as "P.B.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the 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.B.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 ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.B.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 GM BSNL Dharamshala BA" 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

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

Signature of the alternative Representative
.....
Name of the alternative Representative

Above Signatures Attested

Note 1: Maximum two representatives 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.

7(D) -deleted

7(E)- deleted-

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:

2. Present Correspondence Address

.....

.....

Telephone No. Mobile No. FAX
No. email id

.....

3. Address of place of Works/

.....

.....

Telephone No. Mobile No.

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

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

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

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

.....

.....

.....

7. Permanent Account No. :.....GST registration
No.....
8. Details of the Bidder's Bank for effecting e-payments:
 (a) Beneficiary Bank Name:.....
 (b) Beneficiary branch Name:.....
 (c) IFSC code of beneficiary Branch.....
 (d) Beneficiary account No.:.....
 (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Dharamshala **BA** ? If so state its Address

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.
 GSTN 1
 GSTN 2
 GSTN 3 and so on

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

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. -deleted-
4. Suggestion for improvement of the tender document.

Place.....

Signature of vendor

Date

Name of vendor

**SECTION-9 Part-A
BID FORM**

To

From,

.....
<complete address of the purchaser>

.....
<complete address of the Bidder>

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

Ref: Your Tender Enquiry No. Dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
5. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
6. Until a formal agreement of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of
 Duly authorized to sign the bid for
 and on
 behalf of

Name

Address

SECTION-9 Part-B
FINANCIAL BID

NIT No. CS-1012/Tender/AC-REPAIR/2022-23/16

Dated: 18/05/2022

Note: Copy of Financial Bid – For View Purpose Only, Bidder has to submit financial bid online in BOQ file on URL <https://eprocure.gov.in/cppp> or <https://etenders.gov.in> Dharamshala BA.

Name of Work: Repair of Air Conditioner (Window, Split & High Sensible type), in the jurisdiction of Dharamshala BA on call basis.

S.No.	Description of Job	Units	Anticipated Quantity	BASIC UNIT RATE In Figure to be entered by Bidder including all Duties and Taxes except GST and other CENVAT-able Duties & Taxes Rs. P	Total amount without GST. And other CENVAT-able Duties & Taxes Rs. P	Total Amount (in Words)
A	B	C	D	E	F = E * D	G
1	Compressor Repair of 1.5 Ton AC	No.	36			
2	Compressor Replacement with new compressor of 1.5 Ton AC	No.	15			
3	Compressor Repair of High Sensible AC	No.	15			
4	Compressor Replacement of High Sensible AC	No.	15			
5	Gas Charging	No.	46			
6	Starting Relay Replacement	No.	15			
7	Capacitor Running Replacement	No.	43			
8	Selector switch Replacement	No.	15			
9	Selector Switch Repair	No.	15			
10	Rotary Switch Replacement	No.	15			
11	Rotary Switch Repair	No.	15			
12	Over Load Protection Relay Replacement	No.	15			
13	Over Load Protection Relay Repair	No.	15			
14	Condenser Coil Replacement	No.	15			
15	Condenser Coil Repair	No.	30			
16	Thermostat Replacement	No.	15			
17	Blower Set Replacement	No.	15			
18	Blower Set Repair	No.	15			
19	Air Filter Replacement	No.	15			

20	Repair of Voltage Stabilizer	No.	15			
21	Copper pipe/ fit replacement per feet	feet	15			
22	Copper pipe/ fit repair per feet	feet	15			
23	Cooling coil replacement	No.	15			
24	Cooling coil repair	No.	21			
25	Capacitor starting	No.	15			
26	Fan Motor Rewinding	No.	34			
27	Fan Motor Re-bushing	No.	15			
28	Fan Motor Re-shafting	No.	15			
29	Fan Blade Replacement	No.	15			
30	Service of AC	No.	143			
31	Replacement of Dual AC Controllers	No.	15			
32	Repair of Dual AC Controllers	No.	15			
33	Voltage Stabilizer (New)	No.	15			
Total in Figures						
Quoted Rates in words						

NOTES:

- 1 Rates should be inclusive of all taxes such as Income Tax, Excise duty, Octroi and Trade Tax etc. except GST and CENVAT-able Duties & Taxes.
- 2 Evaluation of L1 will be done as per clause 21 & 22 of section-4 Part-A.

**ANNEXURE-I
AGREEMENT**

This agreement made on day of _____, 2021 between -----company/firm registered under the _____ (Applicable acts, as the case may be)/Sole proprietor (hereinafter referred to as the Vendor) and having its registered office at _____ (Address of the Bidder) acting through _____ (Authorized Signatory) on one part and _____ % GM Dharamshala BA on behalf of Bharat Sanchar Nigam Ltd Dharamshala (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) on the other part.

Whereas the Vendor has offered to enter into contract with the Bharat Sanchar Nigam Ltd. For repair of Faulty ACs (Window, Split & High Sensible type) in the jurisdiction of Dharamshala BA on call basis as per bid dated _____ submitted by vendor in response to purchaser NIT No. _____ dated _____, All the terms and conditions of tender document shall be part of agreement and vendor has to comply all the conditions contained therein. The vendor

has deposited security for Rs ----- (Rupees ----- only) vide No. ----- dated 2021 for and satisfactory fulfillment of the contract. A bank guarantee of Rs. ----- will be given by the vendor as additional security against this contract. The whole amount of security deposit is to be released within six months on satisfactorily completion of contract work and final acceptance by the BSNL and no interest will be paid by the BSNL for the said security.

Now in the presence of witnesses, it is hereby agreed and declared by and between the parties is present as follows.

- 1.0 It is a new work initially contract will be for three months if there is no complaints from the field during these three months than it will be automatically extended up to one year or as per tender document.
- 2.0 The vendor shall during the period of this contract that is to say, from to or until this contract shall be determined by such notice as his hereinafter mentioned, safely carry out by means of laborers employed at his own expenses and by means of tools, implements equipment etc. to be supplied by him to his laborers at his own expenses for Repair of AC work in the jurisdiction of Dharamshala Business Area as described in the term and condition and specifications laid down in the tender. The vendor understands that the quantity of work mentioned in the NIT is likely to change as per actual requirements as demanded by the exigencies of service.
- 3.0 The vendor shall promptly carry out all the work referred to above whenever called upon by the BSNL or by any authorized persons and within the time as will be specified to him by the BSNL at the time of placing work order for each work. The time allowed for completing the work as entered in the work order shall strictly be adhered by the vendor and timely completion of work should be deemed to be the essence of the contract in the part of the contract.

If the vendor fails to complete the work as given in the work order within the time specified with work order, penalty shall be recovered as per terms and conditions of tender document.

- 4.0 To ensure good progress in the execution of work, the vendor must be able to do the work as per BSNL requirement.
- 5.0 If the vendor shall desire an extension of time for completion of work on the ground of his having been unavoidably hindered in its execution (as detailed in force majeure clause 17 of section 5 part A of tender document) shall apply in writing to the DET concerned within three days from the date of such hindrance on account of which he desire such extension as aforesaid and the DET concerned shall in his opinion (which shall be final) where exists reasonable ground therefore grant such extension of time, if any, as may be deemed necessary or proper by him. The extension letter should be recommended by the concerned SDO & C/S by D.E.T. concerned with appropriate reasons for extension.
- 6.0 The vendor shall execute all the item of work mentioned in the work order for each work in the most efficient workmen like manner both as regards materials and otherwise in every respect in strict accordance with the instruction given to him from time to time by the purchaser. The faulty ACs will be jointly inspected by the concerned JTO or any person authorized by SDO and approved tenderer

- before being made over to the tenderer for repair.
- 7.0 The vendor hereby declares that the spare parts for repair of ACs under this agreement shall be of the best quality and comply all the terms and conditions detailed in warranty clause (clause 10 of section 5 Part-A).
 - 8.0 The vendor shall also engage the requisite number of workmen with means and materials as well as tools, appliances etc. required for the proper repair of faulty ACs within the time prescribed in the work order.
 - 9.0 Vendor shall abide by the rules, terms and conditions and specifications laid down in the Section 1 to Section 5 (Part A & B) of the tender document, this agreement and such other rules and regulations as may be framed from time to time by the GM Dharamshala BA or his nominees.
 - 10.0 The vendor shall not charge any extra amount for traveling or transport expenses, overtime allowance and charges for materials used by him and will not be entitled to get compensation for any damage or losses in the course of execution of works nor for any extra payment i.e. charges for transport of materials and charges for labours that he will employ at his own costs nor for idle labours and transport nor for loss or deterioration of materials.
 - 11.0 The vendor shall be wholly responsible for proper preservation and safe custody of all ACs handed over to the vendor in course of execution of works under the contract till the work is completed in all respect according to the terms. The vendor hereby undertakes to indemnify the BSNL. against all losses or damage of aforesaid ACs for any causes whatsoever and to make good all such loss or damage sustained by BSNL. and the decision of the GM, Dharamshala in this behalf shall be final and binding.
 - 12.0 Contract shall not, nor shall any part thereof or any interest therein be transferred by the vendor to any person or persons or company without obtaining the previous consent in writing of the GM Dharamshala BA. The vendor heirs or legal representatives shall with the consent in writing of the GM Dharamshala BA have the right to continue to perform the duties or engagements of the vendor under the contract in case of the death. In the event of the vendor with such consent as aforesaid, transferring his business and in the event of vendor being a company and being wound up at any time during the period of this contract for the purpose and with the object of transferring the business to any person, persons of a company, the vendor shall make it one of the terms and stipulations for the contract for transfer of his properties and business to such other person, or persons or company shall be bound to GM Dharamshala BA to perform the duties or engagement of the vendors under this contract and be subjected to his liabilities there under.
 - 13.0 The vendor hereby covenants and declares that no body connected with or in the employment of BSNL is nor shall any person ever be admitted as a partner in the contract.
 - 14.0 In every case in which by virtue of the provisions of workmen compensation act The BSNL is obliged to pay compensation to a workman employed by the vendor in execution of work, the BSNL will be entitled to recover from the vendors the amount of compensation paid. The BSNL shall not be bound to contest any claim

against it under the act except on the written request of vendor and upon his giving to BSNL full security for all costs for which the BSNL might become liable in consequences to contesting such claim.

- 15.0 The security deposited by the vendor shall be retained by the BSNL as security for due and faithful performance by the vendor of each and all the convenient herein contained and on his part to be observed or performed with full power to GM Dharamshala BA for and on behalf of the BSNL, in case the vendor shall fails to perform satisfactorily, fulfill keep and observe all or any of the convenience, conditions of agreement on his part herein contained them unless the same is forfeited to retain the whole or any part of the same and to appropriate the same or any part thereof to the use of the BSNL absolutely as and by way of liquidated damages or penalty and that without reference to the relative importance of the particular breached or breach of contract which shall have given occasion for such appropriation and whether BSNL may have sustained ascertainable pecuniary damages by such breach or breach as aforesaid or not. In case of such appropriation or retention of whole or part of the said security the vendor shall forthwith deposit further security for the full amount or any amount sufficient to make the deficit as the case may be.
- 15.0 The said security or as such thereof as may not have been appropriated to the use of BSNL under clause 12 hereof will be repaid or returned to the vendor after the termination of the contract and submission of "NO DEMAND" certificate by the vendor thereafter. The BSNL may with hold such payment at least for 6 months from the date of receipt of "NO DEMAND" certificate from the vendor duly recommended by concerned work executing authority like SDO/ DET.
- 16.0 The BSNL will pay to the vendor for the work which the vendor is called upon by the purchaser and which is satisfactorily completed by the vendor at the rates mentioned in the schedule. For this purpose the vendor should submit his bill for the work, covered by the work order that have been satisfactorily completed by him to _____ O/o GM Dharamshala BA duly checked and verified by the work executing authority & passed by DET concerned. The bills to be prepared by the vendor on his own form etc. may be accepted, provided they comply with the following conditions:
- I the bills are submitted in triplicate, all copies being signed by the vendor. The two copies may be marked " ORIGINAL" and " DUPLICATE" respectively.
 - II Details of exchange wise/type wise repair done of AC as per approved rates may be given along with bill in the below noted format:-

W.O. No.	Name of Xge.	Type/capacity/Sr.no. of AC	Amount
----------	--------------	-------------------------------	--------
 - III The dates of commencement and completion of the work as per period specified in work order.
 - IV The number and date of the contract order are mentioned.
 - V Bill and all relevant documents should be signed by the vendor in person or authorized person in case of company or firm and all certificates may be endorsed on the bill and duly verified by the work executing authority.
- 18.0 In the event of any breach by the vendor of any of the terms and conditions

hereof including slow progress or if in the opinion of the purchaser (which will be final and conclusive), the work is not being performed satisfactorily, purchaser shall have power take action as per clause 18 of Section 5 Part A of tender document and have the right to take necessary action as per terms and conditions of tender document.

- 19.0 BSNL shall be entitled to terminate this contract without assigning any reasons by giving to the vendor one calendar month notice its intention to do so and on the expire of said period of notice the contract shall come to an end without prejudice to any right or remedy that may accrued to either party by reason of any antecedent breach of any terms thereof.
- 20.0 In the event any of courses mentioned in clause (15) or (16) being adopted the vendor shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of or with a view to the execution of the work or the performance thereof.
- 21.0 If the vendor shall die before the expiry of this contract the purchaser may at his option either immediately determine this contract or require the heirs or local representatives of the vendor to carry out the same for such period not exceeding three calendar months as BSNL and the said officers may require.
- 22.0 Any notice require to be given under these presents may be given either personally to the vendor under acknowledgment or by posting letter addressed to the vendor at the said address and shall be deemed to be served at the time of such delivery or at the time of leaving the same with the vendor or in the case or posting at the time when the letter would have reached the vendor in the ordinary course of post.
- 23.0 The vendor shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
- (a). Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
- (b). The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
- I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
- II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.

III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.

24.0 The purchaser be at liberty by notice in writing to the vendor to rescind the contract in any and every of the following case (stated in sub Para 'a' to 'j') and the vendor shall there upon pay to the BSNL in addition to any sum or sums of money which the vendor may be liable to pay under the provisions herein before stated such as the purchaser may decide to be reasonable compensation for the loss or inconvenience caused. The amount of sum for such breach on the part of the vendor will be fixed by the purchaser and shall be final and conclusive against the vendor.

- a. The vendor will submit for examination in the office of GM Dharamshala BA its books of account and all concerned paper maintained by it in this connection within 15 (fifteen) days from the date of its being called upon to do so, if the vendor fails to do so and/ or GM Dharamshala BA or any other person authorized by him.
- b. If any fraud or fraudulent motive is detected in the vendor's action with the BSNL and/ or GM Dharamshala BA or any other person authorized by him.
- c. If the vendor demands undue charges not stipulated in this contract and/ or.
- d. If any persons connected with the BSNL or any official drawing salary from the BSNL becomes in any way interested in this contract and/ or.
- e. If the vendor himself or any of his servant be guilty of fraud or attempted fraud in connection with the contract offer any bribe or gratuity to any person connected with the BSNL or to any official drawing salary from the BSNL and/ or.
- f. If the vendor employs any outside agent or sublets the contract or any right to payment there under without the consent in writing of the GM Dharamshala BA and/ or.
- g. If in the event of any deduction being made from the vendor's security deposit the vendor fails to make good the amount of such deduction within the time herein before specified and/ or.
- h. If the vendor becomes insolvent or applies for relief as insolvent debtor and /or in case a vendor is a company and it is wound up or in case the vendor in a partnership firm when it is dissolved or reconstituted and/or GM Dharamshala BA or any other person authorized by him.
- i. If the vendor makes default in or fails to comply with any of the terms and conditions set forth in this contract and/ or GM Dharamshala BA or any other person authorized by him.
- j. If the vendor's work is found unsatisfactory in the opinion of GM Dharamshala BA/ DET/ site officer.

25.0 (i) All disputes, differences and question arising out of or incidental to this

agreement or in any way touching or concerning this agreement or the subject matter thereof of the respective rights, duties or liabilities of the parties under or in respect of this agreement (except the decision thereof is herein before otherwise expressly provided for) shall be referred to arbitration as per clause 20 of section 5 Part A of tender document.

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

“This Contract/ PO is subject to jurisdiction of Court at Dharamshala only”.

26.0 BSNL shall have the right to cause an audit and technical examination of the works and final bills of the vendor including all supporting vouchers, abstract etc to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the vendor under the contract or any work claimed by him to have been done by him under the contract and found not have been executed, the vendor shall be liable to refund the amount of overpayment and shall be lawful for BSNL to recover the same from him or in any other manner legally permissible, and if it is found that the vendor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by BSNL to the vendor.

27 The term and conditions in addition to above as mentioned in the tender document will also be applied for this agreement. The tender document and acceptance of letter of intent will also be the integral part of this agreement.

IN WITNESS WHEREOF the parties presents have herein to set their respective hands and seals the day and year first above written.

28. Total tendered value of tender is Rs._____.

1. Witness:

Signed, Sealed and delivered
by the above name vendor
In the presence of

2. WITNESS

Signed and delivered on behalf of
CMD BSNL by the Divisional Engineer

CHECK LIST FOR THE BIDDERS

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal. Offer is liable to be rejected, if enclosed documents are not authenticated. Documents forming part of the bid: -

A	Documents to submitted online in E-tender portal	Submitted YES/NO/NA
1	Experience certificate as per Section 1 (Part-A) Clause 4.0	
2	Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/ EMD or Scanned Copy of EMD/Bid Security/ Tender Fee i.e. DD/ Cheque/ PBG etc.	
3	Copy of PAN card	
4	GST Registration Certificate	
5	EPF Registration Certificate	
6	ESI Registration Certificate	
7	Under taking and Declaration as per Section-6 Part A duly filled up and signed.	
8	Declaration from bidder that he/she/firm has not been blacklisted by GST Authority.	
9	Clause-by-Clause compliance as per clause 11.2 of Section 4-A	
10	Declaration Regarding No Relative Working In BSNL as per Section – 6 Part B	
11	Tender documents duly signed at the end of each section for having read it & accepted it.	
12	Copy of Bid Form in Section-9 Part A	
13	Letter of Authorization to attend Bid opening event as per Section 7 part C	
14	DPIIT certificate of recognition for startup in case seeking relaxation as per clause 4.2 of SECTION – 1 (Part A)	
15	Bidder profile and Questionnaire as per Section-8	
16	Undertaking duly signed by bidder stating that he/she/Firm will be liable for due performance of the contract.	
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.	
18	Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India if applicable.	
19	Latest and valid MSME or NSIC Certificate duly certified by MSE or NSIC	
20	Article of Memorandum of Association 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.	
B	Documents to submitted Separately online in E-tender portal	Submitted YES/NO/NA
1	Separate uploading of section 9 Part B	
C	Documents to compulsory submitted offline and Copy to be uploaded in E-tender portal on or before Bid Submission end date	Submitted YES/NO/NA
1	Original Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. 14.3 of Section-4 Part A	
2	Original Integrity Pact	
D	Documents to be submitted off line on any date before or within 5 days of bid submission end date in a sealed envelope.	Submitted YES/NO/NA
1	Tender fee as per details shown under Section 1 Part A (Original DD/Cheque/PBG etc.)	
2	EMD/Bid Security in the form of Original DD/Cheque/PBG etc.	

Seal & Signature of Bidder