

INDEX

Name of Work: Rate Contract for Provision of pump set of various capacity in different External project building under BSNL ED Dharamshala (HP).

Section No.	Item	Page No.
	Index	1
1.Part A	Detailed NIT	2-4
2.	Tender Information	5 – 6
3.Part A	Scope of work	7-11
3.Part B	ELECTRICAL WORKS TECHNICAL SPECIFICATIONS / REQUIREMENTS	12-14
3.Part C	Schedule of Requirements(SOR) & Approved Makes	15-19
4.Part A	General Instructions to Bidders(GIB)	20-33
4.Part B	Special Instructions to Bidders(SIB)	34-35
4.Part C	E-tendering Instructions to Bidders (If applicable)	36-39
5.Part A	General (Commercial) Conditions of Contract (GCC)	40-50
5.Part B	Special (Commercial) Conditions of Contract (SCC)	51-56
6.	Undertaking & declaration, Annexure-I	57-60
7.	Proforma (s)	61-65
8.	Bidder's profile & Questionnaire.	66-67
9. Part A	Bid Form & Price Schedule	68
9. Part B	Item Rate BOQ	69-73
10	Check List	74-75

BHARAT SANCHAR NIGAM LIMITED

(A GOVT. OF INDIA ENTERPRISE)

SECTION-1 PART-A**DETAILED NOTICE INVITING e- TENDER (DNIT)****NIT No. 17/EE/E/BSNL/ED/ETENDER/SML/2024-25****Dated:-28.08.2024**

Sealed item Rate Tenders (Digitally in case of e-tendering) are invited by Executive Engineer (E), BSNL Electrical Division Shimla, 4th Floor, Block No.35, SDA Complex, Kasumpti Shimla 171009, on behalf of CMD, Bharat Sanchar Nigam Limited in single stage two envelope bid system from eligible contractors for undertaking following work:

S. No.	Name of the Item/ Work	Estimated Quantity (Nos.)/ Estimated Rate	Bid Security/ Earnest Money Deposit Amount for the tender
1.	Rate Contract for Provision of pump set of various capacity in different External project building under BSNL ED Dharamshala (HP)	₹. 10,86,262/-	₹. 21,725/-

Note 1: The quantities stated in the Price schedule are estimated and BSNL reserves the right to vary the quantity to the extent of -50 % to +50 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

2.0 **Purchase of Tender Document:** Tender document can be obtained for viewing by downloading it from the website www.tender.bsnl.co.in and www.etenders.gov.in the official copy of tender document for participating in E-tender shall be available for downloading from www.etenders.gov.in.

2.1 The bidders are required to submit the tender fee of ₹.500/- plus 18% GST, (Total of ₹.590/-) remittance preferably through RTGS/NEFT in BSNL A/c whose details are as mentioned below in online payment mode:-

Note: Reference of NIT has to be mentioned on e-receipt remark for tender cost.

Beneficiary Name	Account Officer (EF) BSNL, O/o CGMT, HP Circle Shimla
Address with pin code	SDA Complex, Kasumpti, Shimla-171009
Name of Bank	Union Bank of India
Bank Branch	Kasumpti, Shimla-171009
Branch Address	Kasumpti, Shimla-171009
Bank Account Number	510101005313741
Type of Account	Current Account
RTGS/IFSC Code	UBIN0905755
MICR Code	
PAN No.	
TAN No.	
GSTN No.	

OR

Alternatively, through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. **The tender fee is non-refundable.** The DD/banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of **"A.O. (EF) BSNL, O/o CGMT, HP Circle Shimla"** and payable at **"Shimla"**. The tender fee should be deposited (on all working days up to 16:00 hours) in the office of **A.O. (EF) BSNL, O/o CGMT, HP Circle Shimla** Or Executive Engineer (E), BSNL Electrical Division Shimla, 4th Floor, Block No.35, SDA Complex, Kasumpti Shimla 171009. The receipt shall be scanned and uploaded on the e-tendering website within the period of bid submission.

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from **28-08-2024(DD-MM-YYYY) onwards up to 07-09-2024(DD-MM-YYYY) till 12:00 Hrs.**

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

Note 2: **The Tender document shall not be available for download on its submission / closing date. The tender documents shall not be issued or received through courier/post.**

4. **Eligibility Criteria:** The bidder should have

SDE (EP)

EE(EP)

4.1 BSNL enlistment enlisted in Electrical **category IV (E) and above**

OR

4.2 The contractor satisfying the following conditions:

The contractor enlisted in CPWD, M.E.S. and Railways in their respective class as per their tendering limits.

AND

Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to Bid.

AND

Experience of having successfully completed similar works in Central Government/State Government /Central Autonomous Body/Central Public Sector Undertaking during last 7 years ending last day of month previous to the one in which NIT applications are invited, should be either of the following: -

- Three similar successfully completed works costing not less than the amount equal to **₹.36,944/-**
OR
- Two similar successfully completed works costing not less than the amount equal to **₹.55,417/-**
OR
- One similar successfully completed work costing not less than the amount equal to **₹.73,889/-**

4.3 The firm /contractor should possess an applicable voltage category valid Electrical License of Himachal Pradesh and the agency has to submit the documentary proof for this. The decision of tender opening authority is final. Contractor must also have :

- i) Valid PAN Number.
- ii) Valid GST Registration No. or exemption certificate.
- iii) Valid EPF & ESI Registration No.

4.4 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.

5. Bid Security/EMD:

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

- a) Demand Draft/ Banker's cheque drawn in favour of **"BSNL HQ NEW DELHI COLLECTION ACCOUNT" Account No. -1120002102326181, IFSC Code-PUNB0112000, PNB NEW DELHI**.
- b) Bank Guarantee from a scheduled bank drawn in favour of **"BSNL HQ NEW DELHI COLLECTION ACCOUNT"** which should be valid for 120 days (i.e. one month above the offer validity period subject to maximum of 210 days) from the tender opening date, either separately for each package or total for all no. of packages participated.
- c) In case of offline submission of financial instruments **the original financial instruments like Demand Draft against cost of Bid document and EMD shall be placed in a sealed envelope super scribed as "Cost of Bid, and EMD" mentioning name of work, due date and time of opening of bids, name of the bidder and shall be submitted in the tender box placed in the office of the Executive Engineer (E), BSNL Electrical Division, Shimla latest by 12.00 hours (on date of opening as mentioned clause 7 below) failing which the price bid will not be opened. The documents sent through post/ courier shall not be entertained. Copy of the receipt/DD/BG scanned and uploaded on the e-tendering website within the period of bid submission, must accompany each tender.**

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

5.3 **E-tender processing fee** : This is to be paid through online mode only at www.etenders.gov.in. (if applicable) (Non refundable).

6. Date & Time of Submission of Tender bids: on or before **"12:00 Hrs. On 07.09.2024 (Online) and 12:00 Hrs. On 10.09.2024(Offline)"**.

Note 3: 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: 10.09.2024 at 12.30 Hrs. (Online & Offline).
8. Place of opening of Tender bids: **O/o the Executive Engineer (E), BSNL Electrical Division, Shimla**
- 8.1 In case of tenders invited through e-tendering process, the tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed (in case of manual tender) tender bids are liable to be rejected.
11. **Superintending Engineer (Elect.) BSNL Electrical Circle, Shimla** 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 4: 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 5: All computer generated documents should be duly signed/attested by the bidder/ vendor organization.
13. The intending tenderer must read the term and conditions of tender document, BSNL EW-6 & EW-8 carefully which is available in division office and also at <http://www.hp.bsnl.co.in>. EW-6 & EW-8 will become part of agreement. Bidder should submit his tender if he considers himself eligible and in possession of all the documents required.
14. The queries in respect of the tender document, if any, can be submitted through Email, latest by 02.09.2024 up to 12:00 Hrs.. Any query received after this date will not be entertained.

NIC Help Desk:	
Telephone	(0120) 4200462, 4001002, 4001005, 6277787
E-mail ID	Email: support-eproc@nic.in
BSNL Contact	
Contact Person	Sanjeev Goel EE(E)
Telephone	9463000577
E-mail ID	xenbsnlsml1@gmail.com

SECTION-2

TENDER INFORMATION

1. Type of tender- :

- a) **No. of Bid Submission Stages for tender:** Single
- b) **No. of Envelopes for submission of Bids:** Two Nos.

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

2. Bid Validity Period / Validity of bid offer 90 days .Validity of bid Offer from the tender opening date.

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

a) **Techno-commercial envelope shall contain** Scand copies of:

- (i) Tender Cost (Clause 2.1) and EMD (Clause 5) of Section-1.
- (ii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the NIT
- (iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A (if required)
- (iv) Clause by clause compliance as per clause 11.2 of Section- 4A (Performa Annexure-I)
- (v) Bidder's Profile & Questionnaire duly filled & signed.
- (vi) Non-Relation Certificate duly filled & signed.
- (vii) Undertaking & declaration duly filled & signed
- (viii) Tender/ Bid form- Section 9 Part A
- (ix) **Electronic Form- Technical** (in case of tenders invited through e-tendering process)
- (x) Self declaration by the firm for not blacklisted by GST authorities and mentioning of multiple GST numbers, if available.

b) **Financial envelope shall contain:** Electronic Form- financial along with Price Schedule duly filled (both in PDF and Excel format) as per format given in **Section 9 Part-B** with all relevant bid annexure.

c) **Offline Submissions:** The following documents are required to be submitted offline (i.e. offline submissions) to **Executive Engineer (Elect.), BSNL Electrical Division, Shimla** in a sealed envelope (**upto 12.00 Hrs. on dated 10.09.2024**). Scanned copies of all these documents shall also be uploaded in Technical Envelope. The envelope shall bear the tender number, name of work and the phrase: "**Do Not Open Before (due date & time of opening of tender).**"

- i) **Cost of Bid Document** : The receipt & Bank Transaction details UTR Number towards the successful e-payment or **the original financial instruments like Demand Draft against cost of Bid document.**
- ii) **Earnest Money Deposit** : **The original financial instruments like Demand Draft/BG/FDR/TDR for EMD.**
- iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A (if required).

Note : If originals documents are not received (**upto 12.00 Hrs. on dated 10.09.2024**), the bid is liable to be rejected & EMD so deposited shall not be refunded at all.

4. **Payment terms for items:** No advance payment will be made. The payment to the contractors during progress of work shall be regulated as under :

- i) 80% of prorata value against receipt of material at site and after satisfactory physical inspection.
- ii) 10% of prorata value against satisfactory installation of material.
- iii) 10% of prorata value against successful testing and commissioning.

5. **Consignee/Engineer In charge: SDE (E) BSNL of concerned Sub division to be mentioned in LOI.** The work is required at various locations in Himachal Pradesh Circle as per need and requirement and the supplier shall comply without any extra cost. Respective Executive Engineers (E) under whom the work is to be executed will be the Engineer-In-Charge. Engineer-In-Charge's decision is final and binding.

6. Operation of agreements shall be governed as follows:

- a. EE [E], concerned shall draw Agreements as per LOI issued on basis of master agreement which shall be signed by the EE (E) and authorized representative of the firm within 15 days of issue of the acceptance letter.
- b. Date of commencement of individual work shall be reckoned from the 10th day after the date of issue of LOI and time allowed for carry out the individual work on basis of Letter of Indent (LOI) shall be **Thirty days** in each case. The Rate Contract (RC) will remain valid for 12 Months after issue of award letter.
- c. Date of completion of works shall be the date of successful completion of the testing & commissioning as per the BSNL standards in the presence of representative of Engineer-in-Charge.
- d. Each Agreement (as per individual LOI) shall be operated independently without co-relation with the other agreements for the purpose of payment, deduction / release of Security Deposit, extension of time, closing of contract etc. as per terms and conditions of individual agreement. If the firm fails to commence any work, the PG of the individual work shall be forfeited.
- e. EMD available with agreement shall be released after receipt of performance guarantee.

SECTION-3 PART A

SCOPE OF WORK

A. GENERAL:

This is intended to amplify the General Conditions of Contract, and shall be read in conjunction with the same. For any discrepancies between the General Conditions and Special Conditions, the more stringent shall apply.

The tender consists of the following :

a. **Supply Installation, testing & commissioning of pumping system for various building works undertaken by BSNL Electrical Wing in Himachal Pradesh.**

This tender shall act as a guide to the type of system desired. The specifications described in this tender are as per the 'Basis of Design'.

In the event of any discrepancy between the specification and the specification of item in the BOQ, the BOQ item shall have precedence.

The basic architecture of the system shall be as described herein the tender and the detail engineering based on this shall be carried out by the Contractor after the award of work.

Standard literature, not complying to the format and requirement of this tender, submitted by the contractor, shall not be considered or evaluated.

B. SCOPE OF WORK:

The general character and the scope of work to be carried out under this contract are illustrated in Specifications and Schedule of Quantities. The Contractor shall execute the said work as per the terms & condition set out in the tender documents and in conformity with the specifications laid down. The contractor shall furnish all labour, materials and equipment, transportation and incidentals necessary for supply, installation, testing and commissioning of the complete **pumping system for various building works &** electrical works described in the tender document. This also includes any material, equipment, appliances and incidental work not specifically mentioned herein or noted on the Drawings/Documents as being furnished (or installed), but which are necessary and customary to complete the installation.

In general, the work to be performed under this contract shall comprise/include the following:

1. Supply Installation, testing & commissioning of pumping system for various building works:

- a. The contractor shall supply, install, test and commission and warranty system for one year period including provision of all necessary hardware and relevant spares.
- b. The contractor shall provide all interface components to interface with other mechanical & electrical equipment unless otherwise specified in this contract. The dry contacts shall be made available.
- c. It shall be the responsibility of contractor to perform all checks on wiring for trouble-free operation of the System.
- d. Besides the above, general scope of work shall also include the following:
 - i. Supply and fitting of necessary clips, hangers and supports.
 - ii. The work shall comprises of entire labour including supervision and all material necessary to meet a complete installation and such tests and adjustment and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipment covered by the specification but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in detail in the tender documents in connection with this contract. Further, it is clarified that nothing extra will be paid on account of following works which are required for completion of work.
 - iii. Contractor has to provide technical assistance as and when required for approval.

2. INSPECTION OF SITE AND CONTRACT DOCUMENTS:

For the purpose of inspection of site and relevant documents, the Firm is required to contact Executive Engineer (E) concerned who shall give reasonable facilities for inspection of the same. The Firm shall

inspect and examine the site and its surroundings and shall satisfy himself before tendering, commencement of work as to the form and nature of the site, the quantities and nature of work, materials necessary for completion of the work, the means of access to the site, the accommodations he may require and in general shall himself obtain all necessary information as to the risks, contingencies and other circumstances which may influence or effect his work. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

3. APPROVALS & CLEARANCES:

The contractor shall obtain all permits / licenses and pay for any all fees required for the inspection, approval and commissioning of their installation.

4. WORKS TO BE ARRANGED BY THE BSNL:

Unless otherwise specified in the tender documents, the following works shall be arranged by the BSNL:

- Space for accommodating all the equipment and components involved in the work. False ceiling and/or false floor wherever provided as required.

5. WORKS TO BE DONE BY THE CONTRACTOR:

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost- whether specifically indicated in the schedule of work or not-

- (i) Power and water supply required to carry out the work has to be arranged by the contractor at its own cost.
- (ii) Suspenders, brackets and floor/ wall supports for suspending/supporting pipes.
- (iii) Sealing of all floor slab/ wall openings provided by the BSNL or contractor for pipes and cables, from fire safety point of view, after laying of the same.
- (iv) Painting of all exposed metal surfaces of equipment and components with appropriate colour.
- (v) Making openings in the walls/ floors/ slabs or modification in the existing openings wherever provided for carrying cables etc..
- (vi) Care shall be taken by the contractor during execution of the work to avoid damage to the building.
- (vii) Making good all damages caused to the structure during installation and restoring the same to their original finish.
- (viii) They shall also remove all unwanted and waste materials arising out of the installation from the site of work from time to time.
- (ix) **Machinery for Installation:** All tools and tackles required for unloading/ handling of equipment and materials at site, their assembly, erection, testing and commissioning shall be the responsibility of the contractor.

6. SUFFICIENCY, COMPLETENESS OF TENDER:

The Firm shall be deemed to have satisfied himself before entering to the contract as to the correctness and sufficiency of his offer for the work and of the rates and prices quoted in the schedule of works and items / quantities or in bills of quantities. These rates and prices shall, accept or otherwise provided, cover all his obligations under the contract and all matter and things necessary for proper completion and maintenance of the work. All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, terminal blocks for connection, supports, termination lugs for electrical connection, cable glands, junction box and all other sundry items/ miscellaneous materials for proper assembly and efficient working of the various equipment and components of the work shall be deemed to have been included within the scope of work in the tender and within the overall details for complete items, irrespective of the fact whether such items are specifically mentioned in the tender or not.

7. COMMENCEMENT OF WORK:

The contractor shall commence work as soon as the drawings submitted by him are approved.

8. ACCESSIBILITY:

The contractor shall confirm adequacy of the size of the openings and clearances for proper installation of his equipment. The contractor shall locate all equipments which must be serviced, operated or maintained, in fully accessible positions. The exact location and size of all access panels, required for each

concealed control equipment, valve or other devices, shall be finalized and got approved from Engineer-in-charge well in advance of the site installation.

9. ELECTRICAL INSTALLATION:

The electrical works shall be carried out in full knowledge of and with the complete co-ordination of the respective services contractor. Such work shall be in total conformity with the control wiring drawings prepared by the contractor and approved by the Engineer-in-charge. All equipment other than those in the scope of this tender shall be connected and tested in the presence of an authorized representative of the respective contractor, whose equipment is being tested. The Engineer-in-charge decision shall be binding on all parties in case of any dispute.

10. CO-ORDINATION AT SITE:

- 10.1 At the site of work more than one agency may be working. Full co-operation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the department engaged in creation as well to normal routine work. Firm shall issue floppies and hard prints of his drawings to other agencies well in advance to compete the coordinated services drawings in accordance with BSNL's requirement. If so desired by the Engineer in charge, the firm shall prepare composite working drawing and sections at a suitable scale clearly showing how his work is to be installed in relation to the work of other trades. If the firm installs his work before coordinating with other trades, or so cause any interference with work of other trades, he shall make all necessary changes without any extra cost.
- 10.2 The contractor shall depute sufficient manpower to complete the job within the stipulated time frame.
- 10.3 The contractor shall co-ordinate with all other agencies involved in the work so that the work of other agencies is not hampered due to delay in his work. Piping, cabling or any other work, which directly affect the progress of building work, shall be given priority.
- 10.4 The successful tenderer shall co-ordinate with other contractors and agencies engaged in the building if any, and exchange freely all technical information so as to make the execution of this work / contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantles and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of work was not under taken by the tenderer himself.

11. STORES, MATERIAL AND EQUIPMENT:

- 11.1 All the stores and materials required for the satisfactory completion of the work shall be arranged at work site by the Firm from his own sources. It should be clearly understood that no claim whatsoever shall be entertained by the BSNL on this account. The contractor shall dispatch materials to site in consultation with the Engineer-in-Charge. Lockable space for storing of material may be provided on request from the contractor. However safe custody of the material stores at site will be responsibility of the Firm's.
- 11.2 All the material and equipment supplied by the contractor will be under the safe custody of Firm till it is completed and handed over. No materials will be removed from site without written permission of Engineer-in-charge.
- 11.3 The un-used material related to the contractor shall be removed immediately from the site of work in the presence of Engineer-in-charge or his authorised representative.
- 11.4 All materials and equipment shall conform to the relevant Standards and shall be of the approved make.
- 11.5 All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.
- 11.6 The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.

12. MANUFACTURERS INSTRUCTIONS:

Specific instructions, from manufacturers of the materials and equipment used in this project, and not specifically mentioned in these documents, shall be followed in all cases.

13. INSTALLATION:

All piping & cabling shall be properly supported. Cable routing must be approved by Engineer-in-charge before being installed. All cabling & piping shall run parallel to or at right angles to the walls. Wiring running within enclosures shall be neatly clamped and anchored.

14. COMMISSIONING:

The contractor shall indicate to the Engineer-in-charge readiness for commissioning of the system and shall commission the system only upon obtaining written approval for the same.

Upon completion, devices subject to manual operation shall be operated in presence of Engineer-in-charge to demonstrate satisfactory operation.

15. DOCUMENTS TO BE PROVIDED ON COMPLETION OF WORK:

Upon completion and commissioning of entire system the contractor shall submit a draft copy of comprehensive operating instructions, maintenance schedule and log sheets for all systems and equipment included in this contract. This shall be supplementary to manufacturer's operating and maintenance manuals. These manuals shall also include basis of design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares for maintenance of each equipment. These manuals shall include:

- i. Description of the work carried out/installed.
- ii. Operating instructions.
- iii. Maintenance instructions including procedures for preventive maintenance.
- iv. Type and routine test certificates of major items.
- v. Operation and maintenance manual of all major equipment, detailing all adjustments, operation and maintenance procedure.

16. COMPLETION CERTIFICATES:

On completion of the installation, a certificate shall be furnished by the contractor, counter signed by the licensed supervisor, under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local authority.

The contractor shall be responsible for getting the entire installation duly approved by the authorities concerned as required, and shall bear all expenses in connection with the same.

17. COMPLETION DRAWINGS:

The Contractor shall submit and obtain approval of the Engineer-in-charge for the Drawings before execution of work.

Contractor shall submit completion drawings as and when work in all respects is completed in a particular area. These drawings shall clearly indicate location and details of each item.

18. OPERATING INSTRUCTIONS & MAINTENANCE MANUAL:

The Contractor shall submit a draft copy of comprehensive operating instructions & maintenance schedule for all systems and equipment included in this contract.

19. GUARANTEE AND DEFECT LIABILITY:

1. The contractor shall guarantee the complete system to maintain the specified conditions under all conditions of ambient temperature.
2. All equipment shall be guaranteed for a period of 12 months/or as per OEM (Whichever is higher) from the date of successful commissioning of pumping system. The equipment or component or any part thereof so found defective during the guarantee period shall be repaired or replaced free of cost to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of Engineer-In charge in this regard shall be final & binding on the contractor.
3. **The tenderer shall guarantee among other things, the following:**

- (a) Quality, strength and performance of the material used as per manufacturer's standards.
- (b) Safe mechanical and electrical stress on all part under all specified conditions of operation.
- (c) Satisfactory operation during the maintenance period.

20. AFTER SALES SERVICE:

The contractor shall ensure adequate and prompt after sales service in the form of maintenance, spares and personnel as and when required and shall minimize the breakdown period. In case of equipment supplied by other manufacturers the firm shall furnish a guarantee from the manufacturer for the same before the installation is taken over. In case of any defects in the installation, the contractor will have to rectify the system within 2 days of notification of faults. In case of failure of the contractor to rectify the faults within stipulated period, BSNL shall be at liberty to get the faults rectified at contractor's risk and cost without affecting further guarantee period.

21. POWER REQUIREMENT:

The contractor shall identify and submit with their tender, their requirement of power at each of their major power consuming equipment.

22. TRAINING OF BSNL PERSONNEL:

The contractor shall arrange to impart the training to the BSNL Personnel on the following aspects prior to provisional takeover of the System:

- a. Operation of system
- b. Adjustments of settings for controls in panel and protective devices.
- c. Preventive maintenance.

23. CURRENCY OF CONTRACT:

- 24.1 It is a rate contract for many works at different places undertaken by BSNL Himachal Pradesh Circle at anywhere in Himachal Pradesh and agency has to execute work at all locations at no extra cost. Separate letter of intent (L.O.I.) will be issued for each site work and separate agreements shall be framed by E.E (E) concerned based on master agreement. All questions and dispute concerning the work shall be in reference to individual agreements only and will be adjudicated as individual agreements without co-relation with other individual agreements. In the event of any contradiction regarding the interpretation of the specifications, clauses or conditions of the individual agreement, the Rate contract agreement will prevail.
- 24.2 The Rate contract shall be valid for Twelve Months for work including 50% deviation if any, after the date of its acceptance. The ordering quantity can be deviated up to the extent of 50% (deviation limit) without the consent of the firm. The firm shall execute such quantities at the rate quoted in the tender without any change in terms and conditions of the contract at anywhere in Himachal Pradesh. This Rate Contract shall be valid for issue of LOI for Twelve Months after the date of its acceptance and same can be extended for a further period of six months without consent of the contractor and for next six months subject to the written consent of the contractor.

SECTION-3 PART-B

ELECTRICAL WORKS TECHNICAL SPECIFICATIONS / REQUIREMENTS

A. GENERAL:

These special conditions are intended to amplify the General Conditions of Contract, and shall be read in conjunction with the same.

B. TECHNICAL SPECIFICATIONS:

The equipment shall conform to the Technical Specifications as mentioned below:

1. SITE CONDITIONS :

The proposed Pumps and motors shall be installed at pump room of sites at various locations in external project undertaken by BSNL in Himachal Pradesh. The pumps and equipment supplied shall be suitable for take care of site climatic conditions prevalent at the location.

2. MONOBLOCK PUMPS :

- i) The pumps shall be supplied complete with all necessary accessories like direct driving electric drive motor, fasteners, flanges or threaded plugs etc.
- ii) The pumps shall be supplied with common base plate for mounting pump and motor and foundation bolts for fixing of base plate on civil foundation.

3. Basic Design

3.1 General ;

- a) Pumping unit and auxiliary equipment shall be designed and constructed for continuous, full load service. Unit shall be of a design proven in similar service.
- b) Pump shall be designed to have the best efficiency at the specified duty points.
- c) All pumps shall be supplied with sturdy base plates support plate of manufacturers' standard design common to pump and drive.

3.2 Drivers & Drive Mechanism :

- a) The pumps shall be supplied complete with direct driving electric motors and related accessories. Electric motor drives shall have a minimum horsepower rating, excluding service factor.
- b) Motor rating shall be at least 110% of rated absorbed power by the pump at the duty point. The motor selection shall take into account the load torque characteristics from starting and over full operating range of pump considering the end of curve operation.

3.3 Casing Design :

Casing and connecting flanges shall be designed for the maximum allowable working pressure.

3.4 Impeller, Shafts and Shaft Sleeves :

- i) Impellers shall be closed type made in one piece. Fabricated impellers are not acceptable.
- ii) The shaft shall be sized to transmit the full driver output or the power required for the maximum impeller diameter for end of curve, whichever is higher.
- iii) Impeller shall be statically and dynamically balanced.

3.5 Mechanical Seal : The pump shall be provided with a Soft packed Gland or mechanical seal.

3.6 Bearings

Bearings shall be of ball / roller type as per manufacturer's standard design.

4. Materials of Construction:

SDE (EP)

EE(EP)

Only the best quality and type of material shall be used. Castings used for any parts shall be sound, free of shrink or blow holes, scales, blisters, etc.

5. TEST CERTIFICATE

Manufacturer's test certificate as per standards shall be provided along with pumps.

6. TESTING AT SITE:

The contractor will have to give the following tests at his cost and intimate test results before commissioning. Nothing extra will be paid to him on this account.

- a) Megger test between Phases, Neutral and Earth.
- b) Earth test
- c) Polarity test

7. FOUNDATION BOLTS, BASE PLATES, LIFTING LUGS, etc.

- a) All equipment shall be provided with suitable lifting attachments e.g. lifting lugs, eyebolts, etc., to facilitate erection and maintenance.
- b) For supply of pump and electric motor the bidder shall include base frame, all fasteners such as foundation bolts, bolts, nuts, washers, shims, etc. in sufficient extra quantity, raised face slip on companion flanges (for inlet and discharge), gaskets, etc. in their scope of supply.
- c) The scope of the bidder shall include supply of shims, packaging, steel structural supports for pipes, grouting of equipment etc., as required.

8. Conformity to IE act, IE Rules, and standards:

- a) All electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 1910 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise). List of rules of particular importance to electrical installations under these General Specifications is given in Appendix C of CPWD general specifications for electrical works part-1 internal 2007, for reference.
- b) All components shall conform to relevant Indian Standard Specifications wherever existing. Materials with ISI certification mark shall be preferred. Relevant Indian Standards including amendments or revisions thereof up to the date of tender acceptance shall be applicable in the respective contracts for respective items, firm to ensure its compliance

- 9. Warranty:** The warranty offered for the technical defects to all the supplied material/equipments and its accessories shall be for a period of 01 year from the date of installation and during warranty the bidder shall attend the technical defects within 48 hrs from the date of receipt of complaint.

C. Additional Specifications :

1. All repairs & patch work shall be neatly carried out to match with the original finish & all damages caused to the building installation during the execution of work shall have to be made good by the contractor immediately at his own cost to the entire satisfaction of Engineer-in-charge. In case contractor fails to comply with the instructions of the Engineer-in-charge, Engineer-in-charge shall be at liberty to get the work done by any other agency and recover such amount as paid to the other agency from the bill(s) of the contractor. Contractor shall have no claim, whatsoever, on the extent of such amount.
2. Contractor shall provide polythene/PVC plastic cover for all MDB 's/SDB 's/DB 's to protect them from rust/damages, during execution of work till the work is actually completed and handed over to the department.
3. All debris/malwa resulting due to electrical work shall be removed on daily basis and completion of the work shall only be accepted after the site has been cleaned of all Malwa. In case, contractor fails to comply, the same shall be got removed by the other agency and the payment so made shall be

recovered from the bill(s) of the contractor.

4. The contractor shall have to make arrangements, at his own risk and cost, for transportation of materials from the point of issue of stores to site of work, if any.
5. Makes of all items that are not covered in the schedule of work/additional specifications shall be got approved from the Engineer-in-charge and shall conform to relevant Indian Standard as applicable.
6. The contractor shall ensure that the staff employed by him for execution of the electrical work, possess the valid electrical license issued by competent authority. Consequences arising due to the default of the contractor in not complying with the above condition shall be the responsibility of the contractor.
7. Copper lugs shall be provided for terminating copper/aluminium/GI earth wire to all switchboards for which nothing extra shall be paid. All multi-stranded/ stranded wires shall be terminated through copper lugs. All hardware items such as screws, thimbles, G.I. Wires, etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
8. All concealed work and earthing shall be done in the presence of the Engineer-in-charge or his authorized representative.
9. The schematic diagram/dimensional drawings of the various electrical cubical panels shall be got approved from the Engineer-in-charge before fabrication and shall comply with CPWD specifications and Indian Electricity Rules. The panels shall conform to IS: 8623/1993. All panels shall be powder coated inside out, in shade approved by the Engineer-in-charge.
10. The doors of all cubicle panels shall be hinged type including those of bus bar chambers and cable alleys. The locking shall be with chrome plated metal key locks. All doors shall be earthed with copper conductor wire as approved by the Engineer-in-charge.
11. The work shall be carried out according to drawing approved by the Engineer-in-charge. The layout once approved can only be changed by the Engineer-in-charge as per requirement at site. It shall be the responsibility of the contractor to plan the layout and get the approval from the Engineer-in-charge before laying the conduits etc.
12. Contractor shall have to check the Site Order Book for any instructions of the Engineer-in-charge or his authorized representative and sign the site order book. He shall be bound to ensure compliance with the instructions recorded therein.
13. The MCCB's shall be compatible for reliable protection and accurate measurement. The rated Service breaking capacity (kAmps) shall be 100% of Ultimate breaking capacity (kAmps). All MCCB's shall be current limiting type with features as per relevant IS codes and CPWD specification.
14. MCCB's shall be used with terminal spreaders and all terminals shall be shrouded to avoid direct contact.
15. Mechanical Castle key interlock shall be provided among the incomer MCCB's, wherever, as applicable, two different incomer sources are provided in the panel as per the directions of the Engineer in charge. The same is deemed included in the scope of work.
16. All measuring and indicating instruments shall be protected through fuses/ MCB's and isolating switches.

SECTION-3 PART-C**SCHEDULE OF REQUIREMENTS (SOR)**

S. No.	Description Of Item	Qty.	Unit of Measurement (KM/Kg/No. etc..)
	Sub Head- I (Pump and associate work)		
1	SITC of Heavy Duty Regenerative Self Priming Monoblock pumping set of 3 HP rating having common base with totally enclosed fan cooled motor suitable for operation on 440 Volts, Three phase, 50Hz A/C supply, capable of discharging about 11700-960 LPH against the head of 9 to 45 Mts. and suitable for (40x40) mm size suction and discharge line connection including providing suitable arrangement for priming of pump, installation of the same on existing cement concrete foundation testing, commissioning etc. complete as required at site (Make: Crompton greaves DMB30 or SS Make)	10	Sets
2	SITC of centrifugal Monoblock pumping set of 1.5HP rating having common base with totally enclosed fan cooled motor with capacitor, start & run eliminating centrifugal switch suitable for operation on 230 Volts, Single phase, 50Hz A/C supply, capable of discharging about 175-50 LPM against the head of 15-27 Mts. and suitable for (40x32) mm size suction and discharge line connection including providing suitable arrangement for priming of pump, installation of the same on existing cement concrete foundation testing, commissioning etc. complete as required at site (Make: Crompton greaves MBG1.52(1PH)-27 or SS Make)	6	Sets
3	Providing and laying in position cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) in foundation of pump, set etc including form work etc as required.	4	Cu.mtrs
4	Supplying & fixing of Bronze metal, Non Return Valve (NRV) (Horizontal type) suitable for 40 mm dia pipe including testing etc. complete as required.	10	Nos.
5	Supplying & fixing of Bronze metal, Non Return Valve (NRV) (Horizontal type) suitable for 32 mm dia pipe including testing etc. complete as required.	6	Nos.
6	Supplying & fixing of Bronze metal, Full way Gate Valve suitable for 40mm dia GI pipe including testing etc. complete as required.	10	Nos.
7	Supplying & fixing of Bronze metal, Full way Gate Valve suitable for 32mm dia GI pipe including testing etc. complete as required.	6	Nos.
8	Supplying & fixing of Gun metal, Foot Valve (vertical type) suitable for 40mm dia GI pipe testing etc. complete as required.	10	Nos.
9	Supplying & fixing of Gun metal, Foot Valve (vertical type) suitable for 32mm dia GI pipe testing etc. complete as required.	6	Nos

10	Providing and fixing of following size medium (B) class GI Pipe including supplying of fittings like elbow, tees, unions, sockets etc. and fixing the pipe with suitable clamps/supports, painting with two coats of synthetic enamel paint, making connection using required size fittings, cutting and threading of pipe and plumbing work etc. as required at site.		
(a)	40mm dia	100	Mtrs.
(b)	32mm dia	60	Mtrs.
11	SITC of Prewired Direct on line Pump starter with sheet steel enclosure suitable for operation on three Phase, 415 Volt, AC supply including one No. 20 A, AC3 rating Contractor with Over Load Relay with release range of 4 A to 6.5 A, Single Phase Preventer, On OFF Switch, Combined Voltmeter & Ammeter, Indicating Lights, on and off push buttons complete with internal connection etc as required at site. (M/s L&T MU-G6 DOL or Similar superior approved make)	10	Nos.
12	SITC of Prewired Direct on line starter with sheet steel enclosure suitable for operation on single Phase, 230 Volt, AC supply including with over Load Relay with release range of 6-10 A, on and off push buttons complete with internal connection etc. as required at site. (M/s L&T MU-2P OR Similar Superior approved make)	6	Nos.
13	SITC of Following rating C Curve MCB i/c PF sheet steel enclosure and making interconnection etc as required.		
a)	Four Pole 20A	10	
b)	Two Pole 20A	6	
SUB HEAD-II (Supplying and Laying Cables)			
1	Supplying & Laying of following sizes XLPE insulated PVC inner sheathed Aluminium conductor Armoured cable of 650/1100V grade conforming to IS: 7098(Part 1) 1988 amended upto date as required on wall / existing pipe / hume etc as required.		
(a)	3c x 6 sqmm Aluminium Conductor Armoured Cable	30	Mtrs
(b)	3c x 10 sqmm Aluminium Conductor Armoured Cable	50	Mtrs
('c)	3.5c x 25 Sq.mm Aluminium Conductor Armoured Cable	100	Mtrs.
2	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.		
(a)	3 X 6 sq. mm	8	Set
(b)	3 X 10 sq. mm (22mm)	16	Set
('c)	3.5 x 25 Sq.mm (28 mm)	8	Set
3	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.		
(a)	Up to 35 sq. mm	50	Mtrs.

4	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.	330	Mtrs.
5	S/F Angle iron Frame combination of following size of angle Including cutting, welding & painting complete as per requirement at site.		
(a)	b) 40 mm x40 mmx3mm thick angle iron frame.	20	Mtrs
(b)	c) 25 mm x5 mm Thick Flat angle iron	20	Mtrs

Note: Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.

BHARAT SANCHAR NIGAM LIMITED

LIST OF APPROVED MAKES- BSNL ELECTRICAL WING (As on 29.02.2016)

Sr. No.	Item	Make
1	Engine	Ashok Leyland /Cummins/ Cater pillar /KOEL / Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC /Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi/ Exide/ Prestolite / Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6)	Biecco Lawrie / Crompton / Kirloskar /MEI / Jyoti Ltd
5	Transformer (Oil filled / Dry type)	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO/ Kirloskar/ Siemens
	a) Above 400 KVA	
	b) Up to 400 KVA	In addition to above makes, Uttam/ Patson/ Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(Ics=Icu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/ HPL/ Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB /Legrand/Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/Meco / Rishabh /Universal/HPL/L&T/ABB/Yokins
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal)/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand / L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark (Reputed : Ploycab/Havells/CCI/Finolex)
21	PVC insulated copper conductor wire	ISI mark (Reputed : Ploycab/Havells/CCI/Finolex)
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi /Crompton / Jyoti / Kirloskar / KSB /Mather & platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama /Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves /Schneider Electric / HBB / KEC / Siemens/ Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26	Starter	ABB / BCH / Schneider Electric / L&T/Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA /JST / Jindal /TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/Zoloto /Annapurna / Fountain /Kirloskar / Leader / Sant / Trishul

Sr. No.	Item	Make
31	Compressors	Carrier/Emerson Copeland/York/Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / Pilkington / UP Twiga
33	Expanded Polystyrene	BASF(India) Ltd.
34	Gauge	Feibig / H.Guru / Pricol
35	Controls	FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland
36	Fine Filters	Anfiltra Effluent / ARW / Athlete/Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37	GI Sheet	HSU Jindal / National / Nippon Denro /Sail / Tata
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/Hochiki / Nitton /System Sensor/ Wormald /Honeywell Essar/Notifier
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal /Hochiki / Nitton / System Sensor /Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/Hochiki / Nitton / Wormald/System Sensor
41	Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel Elect. /Honeywell Essar/Notifier/Navin Systems
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS/ Kone/ Mitsubishi/ Schindler/Johnson/ThyssenKrupp Elevators(India)
45	High Precision Air Conditioners (HPAC units)	Units Manufactured by 1. M/s Emerson Network Power India(P) Ltd, Thane 2. M/s Sidwal Refrigeration Ind.(P) Ltd, New Delhi 3. M/s Stulz CHSPL India(P) Ltd, Mumbai 4. M/s Schneider Electric IT Business(I) Pvt Ltd, Gurgaon(formerly M/s Uniflair India(P) Ltd.

NOTE- In addition to above, the items having valid approval of BSNL Elect Zone HP Shimla shall also be used.

NOTE:

1. The makes of Modular Switches/Sockets, GI Boxes, Modular Bases and Cover Plates should be North West/Havells/Crabtree/Legrand/Siemens/Philips/ Anchor or Equivalent (Technically and Financially) Similar Superior Make.
2. Items which are approved from O/o PGM(E) BSNL New Delhi till last date of sale of tender, shall also be accepted.
3. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer/HT Panel/DG /AC Package Units as supplied by approved manufacturer along with the equipment's are also acceptable in addition.

SECTION-4 PART-A
GENERAL INSTRUCTIONS TO BIDDER (GIB)

1.0 DEFINITIONS:

- a) "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- 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 goods under the contract.
- d) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- e) "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.
- f) "The Purchase 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) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT.

3.0 COST OF BIDDING:

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 goods 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 E-mail: xenbsnlsml1@gmail.com of the Purchaser (Executive Engineer (Electrical) BSNL Electrical Division, Shimla) 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 till the last date as specified in DNIT (section-1 of TE). 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 uploaded on the CPP Portal and web site.
- 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 on CPP Portal.
- 6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal (for tenders invited through e tendering process) 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 8 & 9.

8.0 BID FORM:

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section- 9.

9.0 BID PRICES:

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes (but **excluding GST**) i.e. packing, forwarding, freight and insurance & other taxes Octroi / Entry Tax which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B (I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - a) The Basic Unit price (Ex-Factory Price) of the goods, GST and other applicable taxes, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.
 - b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance 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. Unloading 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.

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 (i.e. only those documents to prove eligibility and qualification of specific bidder)
 - 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) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
 - c) 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).
 - d) Documentary proof of applicable rate of GST.
 - e) if applicable, Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
 - f) In case of Private or Public Limited Company, Certificates from all Directors of the bidder shall specify that none of the near relatives are working in BSNL in accordance with clause 34 or details of near-relatives working in BSNL.
 - g) Certificate of incorporation.
 - h) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - i) 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.
 - j) If applicable, Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
- 10.2 Documentary evidence for financial and technical capability
 - a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers Or Chartered Accountant to assess its solvency/financial capability.

b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

11.0 DOCUMENTS ESTABLISHING GOODS' 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 clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. 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 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 should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, He will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)

12.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order 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 quantity in pursuance to clause no. 24.4 & 27.3 of this section. The bid security of unsuccessful bidder will be discharged after award of work.

12.6 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.
- c) The bidder/firm is found to have been already blacklisted by BSNL/DOT/Govt. Org. /Govt. Deptt./PSU/GST Authorities at any stage of tender/supply.

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

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 bidder may refuse the request. 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 (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), 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 (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person and uploaded in the e-portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid and also to be uploaded in the e-portal.

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 Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.

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. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.

15.0 **SEALING AND MARKING OF BIDS:**

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

15.1.1 In single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes: (Not applicable in case of e-tendering. However as per requirement of clause 163 of GFR 2017, for purchasing high value plant, machinery etc.. of complex and technical nature, the clause 15.1.1 may be retained).

The First 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.

15.1.2. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B (I&II).

The cover of first envelope shall contain the 'Original Copy' of the Techno commercial bid, subject to clause 14.2, duly marked 'TECHNO COMMERCIAL BID'. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked 'FINANCIAL BID'. Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

15.1.3 If the envelopes not sealed and marked as required at para 15.1.1 and 15.1.2, 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 for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 **LATE BIDS:**

No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

18.0 **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 (in case of e-tendering) & physically (in case of manual bidding process) 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 (e-Tenders) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders process) who chose to attend, at time & date specified in Clause 7 of DNIT (Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee (or as displayed by e-tender system).
- i) In Single stage bidding & Two envelope system; the bids will be opened in 2 stages i.e. the techno-commercial bid will be opened first. Thereafter the financial bids of those bidders who are techno-commercially compliant will be opened by TOC in front of techno commercially eligible bidders / authorized representatives.
- ii) The following information should be read out at the time of Techno commercial bid opening:-
- Name of the Bidder
 - Name of the item
 - Earnest Money Deposit amount & validity and acceptability
 - Information in respect of eligibility of the bidder.
 - Details of bid modification/ withdrawal, if applicable.
- iii) The following information should be read out at the time of Financial bid opening:-
- Name of the Bidder
 - Name of the item
 - Quantities/prices quoted in the bid
 - Discount, if offered
 - 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 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc.. The amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 13 (Indigenous Equipment), does not tally with its breakup quoted in col. 4, 6, (8+10), or 12, respectively, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

- 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, 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.
- 22.0 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 Net cost to BSNL on the prices of the goods offered along with all applicable taxes, packing, Forwarding, Freight & Insurance charges etc.. as arrived in col.16 of Price schedule in Section 9 Part-B Part-(I&II) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.**
- a) Duties, Taxes & Cesses for which the firm has to furnish GST Challans/Tax Invoices will be indicated separately in the PO/APO.
 - b) Vendors/ Suppliers should furnish the correct HSN/SAC classification/Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
 - c) In case the Duties & Taxes which are non-eligible for Input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such duties, Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent to such Duties, Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload information on GSTN. However the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
 - d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/Custom Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act/ Customs Tariff notifications.
 - e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc.. in respect of the Duties, taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.
 - 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 commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

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 quantity on the bidder with the lowest evaluated price.

24.4 In the event of L2 and so on 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 APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on 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) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender 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.. and supplies to be obtained within delivery period scheduled afresh.

c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender 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.. All successful bidders on who accepted & executed orders for original tendered quantities, will have to accept and execute repeat order (if awarded at same rate as for original tendered qty.) while if lower rates are discovered in negotiations, it will be offered to all existing vendors who will have option to accept the new rate. The vendor offering new lower rate will have the obligation to accept & execute 100% repeat order.

d) If additional order/ repeat order as per para b) & c) is placed at same rate as for 1st APO, within time period as stipulated above, then it will be mandatory for the successful bidders, who accepted 1st APOs, to accept additional orders failing which necessary action including proportionate forfeiture of PBG shall be taken. However, if reduced rates are discovered after negotiation, then it will be optional of bidders other than that offering lower rate, to accept APO for their quantity but it will be mandatory for bidder offering reduced rate to accept & execute 100% additional order.

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. ISSUE OF ADVANCE PURCHASE ORDER:

27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 Performance Guarantee (PG) & Security Deposit (SD) will be ducted from the bill of the Agency and later on Agency has the option to submit the Bank Guarantee (BG), in that case SD will be released.

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO 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.

28. SIGNING OF CONTRACT:

28.1 The issue of Purchase order 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.

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 the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS:

NIT approving authority may require the supplier to have Quality Management System supported and evidenced by any combination of the following measures or any other measures:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- d) System of Inward Good Inspection.
- e) System to calibrate and maintain required measuring and test equipment.
- f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- g) Configuration management and change-control mechanism.
- h) A quality plan for the product.
- i) Periodical internal quality audits.
- j) A 'Quality Manual' detailing the above or copy of ISO 9000 certificate shall be furnished.

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) Section-4 Part A clause 9.5 on discount which is reproduced below: - "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc.. into account".

- 31.2 Before outright rejection of the Bid by Bid-opening team/ tender opening authority 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 / tender opening authority, 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. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

- a) Does not supply the equipment in time;
 - b) Equipment does not perform satisfactory in the field in accordance with the specifications;
 - c) Or any other default whose complete list is enclosed in Appendix-1.
- Purchaser will take action as specified in Appendix-1 of this section.

33. NEAR-RELATIONSHIP CERTIFICATE:

33.1. 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.

33.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

33.3 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).

33.4. The format of the certificate is given in Section 6 (B).

34. 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.

Verification of eligibility documents vide letter no. CA/MMT/10-9/2014/Pt.I dated 08.06.2018

35. **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.

Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document):

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 vendor 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 PO/WO, if issued. This implies non acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD/ PBG; b) Certificate for claiming exemption in respect of tender fee; and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales 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 APO	i) Rejection of Bid & ii) Forfeiture of EMD iii) 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.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD iv) 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.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.).	i) Cancellation of APO , ii) Rejection of Bid &

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
		iii) Forfeiture of PG/ SD/EMD, if not already released. iv) 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.
	(iv) If detection of default after issue of PO/ WO	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of PG/ SD/EMD, if not already released. iv) 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.
1(b) contd.	Note 2:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 3:- 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 : 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.	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.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and/or execution of the Work in full even in extended delivery schedules, if granted against PO/WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
		Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team /committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects(based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) For amount already paid by BSNL.</p> <p>(b) For Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase</p> <p>Note 4:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 5:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	<p>not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) In spite of order of Arbitrator.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>i) Termination of contract, if any.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
		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. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
10 contd.	b) Inspite of Court Orders.	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/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

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:

1.1 BSNL enlistment enlisted in Electrical **category III(E)** and above

OR

1.2 The contractor satisfying the following conditions :

The contractor enlisted in CPWD, M.E.S. and Railways in their respective class as per their tendering limits.

AND

Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to Bid.

AND

Experience of having successfully completed similar works in Central Government/State Government /Central Autonomous Body/Central Public Sector Undertaking during last 7 years ending last day of month previous to the one in which NIT applications are invited, should be either of the following:-

- Three similar successfully completed works costing not less than the amount equal to **₹.36,944/-**
OR
- Two similar successfully completed works costing not less than the amount equal to **₹.55,417/-**
OR
- One similar successfully completed work costing not less than the amount equal to **₹.73,889/-**

1.3 The firm /contractor should possess an applicable voltage category valid Electrical License of Himachal Pradesh and the agency has to submit the documentary proof for this. The decision of tender opening authority is final. Contractor must also have :

- i. Valid PAN Number.
- ii. Valid GST Registration No. or exemption certificate.
- iii. Valid EPF & ESI Registration No.

1.4 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.

2. Bid Security:

As per clause 5 Section 1.

The 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 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.

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

3. Distribution of Quantity : The Department also reserves the right to split/distribute the work/quantities of item of work (Schedule of work) amongst the lowest of the two agencies who agree to the rates decided by the Department in respect of 1st lowest and the proportion of work distribution shall be in the following manner:

- i. 70% to the First lowest Tenderer.
- ii. 30% to the Second lowest Tenderer if agree to bring down the rates equal to L-1

Note:

- a. In case the Tenderer participation is not more than two firms, then 100% work shall be awarded to the first lowest Tenderer.
- b. In case the Second lowest Tenderer does not agree to bring down the rates equal to L-1, then 100% work shall be awarded to lowest Tenderer.

SECTION-4 Part C

E-tendering Instructions to Tenderer

General:

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in> through, NIC, Government of India.

1. Tender Bidding Methodology:

Electronically Sealed Bid System –“Single Stage - Two Envelopes Electronic system”

In case of two electronically sealed envelopes system Financial & Techno-commercial tender shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- I. Procure a Digital Signing Certificate (DSC)
- II. Register on Central Public Procurement Portal (CPPP)
- III. Create Users and assign roles on CPPP
- IV. View Notice Inviting Tender (NIT) on CPPP
- V. Download Official Copy of Tender Documents from CPPP
- VI. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- VII. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at **100 dpi with black and white option which helps in reducing size of the scanned document**. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- VIII. Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File name	Allowed or not allowed in CPPP	Reason for allowed /Not allowed
QA Certificate	Not Allowed	Space in between words / characters not allowed
QA Certificate(1)	Not Allowed	Special characters not allowed
QA_Certificate	Allowed	Under score allowed between words /characters
QACertificate	Allowed	Upper & lower cases allowed

- IX. It is advised that all the documents to be submitted (See clause 7 of this Section) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

a) DIGITAL CERTIFICATES:

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

b) REGISTRATION:

To use the Central Public Procurement Portal (<https://www.etenders.gov.in>), vendor needs to register on the portal (if not registered earlier). The vendor should visit the home-page of the (<https://www.etenders.gov.in>) CPPP portal and go to online Bidder Enrolment or select Bidders Manual Kit on the CPP Portal which is free of charge.

- 1) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2) 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.
- 3) 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 / eMudhraetc..), with their profile.
- 4) 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.
- 5) 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.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

NIC Helpdesk	
Telephone	0120-4200462,4001002,4001005/180030702232
E-mail ID	cphp-nic@nic.in [Please mark CC: support-nic@ncode.in]
BSNL Contact-1	
BSNL's Contact Person	Sanjeev Goel EE(E)
Telephone	9463000577
E-mail ID	xenbsnlsml1@gmail.com

c) 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.

d) 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.

e) **METHOD FOR SUBMISSION OF BID DOCUMENTS:**

- 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) Bidder has to select the payment option as “offline” to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 3) 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.
- 4) **Price schedule / BOQ/Schedule of Work:**
Utmost care may kindly be taken to upload price schedule / BOQ/ Schedule of work. Any change in the format of price Schedule / BOQ /Schedule of work file shall render it unfit for bidding and no other format is acceptable. Following steps may be followed
 - i) Down load price schedule / BOQ/ Schedule of work as a standard BOQ format.
 - ii) Open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Fill rates in down loaded price schedule / BOQ/ Schedule of work.
 - iii) Once the details have been completed, the bidder should save filled copy of downloaded price schedule/BOQ/ Schedule of work file in your computer and remember Its Name & location for uploading correct file (duly filled in) 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.
- 5) 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.
- 6) 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) 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.
- 8) 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.

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline.

9) **Offline Submissions:**

The bidder is requested to submit the following documents offline to The Executive Engineer (E), BSNL Electrical Division Shimla, on or before the due date & time of submission of tender specified on covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name); the tender number and the words “DO NOT OPEN BEFORE (due date & time)”.

- a) Cost of Bid Document : The receipt & Bank Transaction details UTR Number towards the successful e-payment or **the original financial instruments like Demand Draft against cost of Bid document.**
- b) Earnest Money Deposit : **The original financial instruments like Demand Draft/BG/FDR/TDR for EMD.**
- c) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
- d) Check List

NOTE: The Bidder has to upload the Scanned copy of all above said documents as given in Bid-documents during Online Bid-Submission.

f) **PUBLIC ONLINE TENDER OPENING EVENT (TOE):**

E-TENDER offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

1. Get your organization’s concerned executives trained on the Central Public Procurement Portal (CPPP) E-tender Site well in advance of your first tender submission deadline on the Central Public Procurement Portal (CPPP).
2. Vendors Training Program
Vendors are requested to contact the Central Public Procurement Portal (CPPP) Officers for any information regarding E-tendering / training.

g) **OTHER INSTRUCTIONS:**

For further instructions, the vendor should visit the home-page of the portal (www.etenders.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc..) for online bid submission may be downloaded from CPP Portal. The help information provided through ‘CPPP User-Guidance Center’ is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will minimize problems during the use of CPPP. The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

- i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender.
- ii) Submission deadline on CPPP.
- iii) Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- iv) Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

h) **MINIMUM REQUIREMENTS AT BIDDERS END:**

- Computer System with good configuration (with at least 1 GB RAM).
- 2 Mbps Broadband connectivity.
- Internet Explorer 9.0 or above.
- Java Run Time Engine (JRE –1.8.0) or higher
- Digital Certificate(s) for users.

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

i) **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.

0120-4200 462/4001 002/4001 005

International Bidders are requested to prefix +91 as country code

Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical –support-eproc@nic.in

Policy Related –cppp-doe@nic.in

For any technical related queries please call at NIC Help Desk Number (between Monday to Friday,9 AM to 5 PM)

CPPP-nic@nic.in+91 1124305265

SECTION-5 Part A**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1.0 APPLICATION:**

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

2.0 STANDARDS:

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

3.0 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.

4.0 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 5% of the value of Advance purchase order. **Performance Guarantee (PG) & Security Deposit (SD) will be deducted from the bill of the Agency and later on Agency has the option to submit the Bank Guarantee (BG), in that case SD will be released**
- 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.

5.0 INSPECTION AND TESTS:

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. The pre-supply testing shall be at discretion of BSNL. However supplier must submit the factory test results/report as a proof of pre-supply testing to the consignees along with the delivery of SFPs. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and

replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6.0 DELIVERY AND DOCUMENTS:

- 6.1 Delivery of the goods 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 goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated in note 7 of Clause 6 of Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL/DOT shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7.0 TRAINING:

- 7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.
- 7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 7.3 The bidder shall provide all training material and documents.
- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8.0 INCIDENTAL SERVICES:

The supplier may be required to provide any or all of the following services:

- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9.0 SPARES:

- 9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity

considered for arriving at the price of spares in Sec-4 Part A clause 9.

- a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- b) In the event of termination of production of the spare parts, the supplier shall:
 - i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

9.2 Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

10.0 WARRANTY:

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) All equipment shall be guaranteed for a period of 12 months/or as per OEM (Whichever is higher) from the date of successful commissioning.

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of All equipment shall be guaranteed for a period of 12 months/or as per OEM (Whichever is higher) from the date of successful commissioning. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc, at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11.0 PAYMENT TERMS:

11.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- a) Invoice clearly indicating break up details of composite price i.e. Basic, GST, any other Duties and Taxes, Freight/Packing Charges etc..
- b) Acknowledged Delivery Challan in original.
- c) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- d) Proof of payment of Octroi/ entry tax etc., if applicable.

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) TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be)

4) 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.

5) 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 The balance payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

11.3 A certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

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 payment costing Rs. 5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/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.):

12.0 PRICES:

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

13.0 CHANGES IN PURCHASE ORDERS:

13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- b) the method of transportation or packing;
- c) the place of delivery; or

- d) the services to be provided by the supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14.0 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.

15.0 DELAYS IN THE SUPPLIER'S PERFORMANCE:

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item 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, and/ or
 - c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall:
- a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :
 - b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
 - c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
 - d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
 - e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A& Part B.
- 15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16.0 LIQUIDATED DAMAGES:

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

- 16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
 - b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the tender approving authority, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
 - c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
 - d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- 16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

17.0 FORCE MAJEURE:

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

which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18.0 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 goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A; Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19.0 ARBITRATION:

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 thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party 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.
2. 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. 5 lakhs 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. BSNL will appoint its arbitrator from its panel.

3. Neither party shall appoint its serving employee as arbitrator.
4. 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.
5. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
6. 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 upto Rs. 5 crores.

[29B. Fast track procedure – (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).

- 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.

- 3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
 - a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 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.
- 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.
- 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.]
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.

8. In case of 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.
9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
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.

- II. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, EOs, etc.. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

III. APPLICABLE LAW AND JURSDICTION:

- a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be

subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

- b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.
- c) The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ as the case may be.

20.0 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.

21.0 INTIMATION OF SUPPLY STATUS:

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

22.0 DETAILS OF THE PRODUCT:

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 products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

23.0 FALL CLAUSE:

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

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

And / or

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

23.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

23.3 The vendor while applying for extension of time for delivery of equipment/services, if any, 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."

23.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc.. to the purchaser, while applying extension of delivery period.

24.0 COURT JURISDICTION:

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

24.2 Where a contractor 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 have been issued. Accordingly, a stipulation shall be made in the contract as under. "This Contract/ PO is subject to jurisdiction of Court at New Delhi 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.

25.0 GST INVOICES:

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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

25.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL

25.7 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.

25.8 E-waybill number should be mentioned on the invoices.

25.9 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) Supplier 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.

25.10 All the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc..) and other mandatory details, as per Appendix-1 of this Section shall be mentioned on the invoice by the bidder.

25.11 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.

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

26.0 Amendment to Section5,PartA: Following clauses of Section-5,Part-'A' are amended as below:-

- a) Clause 8 of Section-5, Part- A: Under this clause, the bidder is required to provide technical support during installation and maintenance of the equipment.
- b) With reference to Clause13.1(c) of Section5, Part-A of bid document, in case of change of place of delivery no additional cost will be payable.

27.0 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”.

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

1.0 GENERAL:

- 1.1 This specification covers manufacturing, testing as may be necessary before dispatch, delivery at site, all preparatory work assembly and installation, commissioning putting into operation of electrical installation.
- 1.2 Location: The equipments will be installed at Various locations in Himachal Pradesh as per requirement. The work shall be executed as per CPWD General Specifications as amended upto date, relevant I.E. Rules, BIS/IEC and as per directions of Engineer-in-Charge. These additional specifications/conditions are to be read in conjunction with above and in case of variations; specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specification and conditions, as the same are to be read along with schedule of quantities for the work.

2.0 QUALITY ASSURANCE:

- a) The **EW units of BSNL** while clearing the equipment/ stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.
- b) The supply will be accepted only after checking test certificates & inspection carried out by the Electrical Wing Officers of BSNL/Any other authority as per prescribed schedule/ nos. /percentage and material passing the test successfully and after authenticated E-Way Bill/Gate Pass issued by GST/Concerned authorities. If the prototype and quality tests are not required then the factory test certificate should be mandatory.
- c) The system shall be installed by competent technicians & workers, approved by the manufacturer/supplier of the equipment.
- d) The complete installation shall be in strict accordance with the national and local codes.
- e) The components of the installation shall be such design so as to satisfactorily function under all conditions of operation.
- f) All equipment's and material to be used in work shall be manufactured in factories of good repute having excellent track record of quality manufacturing, performance and proper after sales service.
- g) All equipment's and materials to be used in the work shall be brand new having its date of manufacturing not more than 6 month old from the date of delivery at site with manufacturer's certificates, warrantee cards, technical catalogues, instructions, manuals and wiring diagrams etc.. In order to ensure genuineness of equipment's/materials, copy of invoice of each equipment's/materials, custom clearance paper in case of imported materials duly authenticated by bidder shall be invariably produce to engineer-in-charge.
- h) Care of the Building shall be taken by the contractor during execution of the work while handling and installing the various equipment and components of the work to avoid damage to the building. Care shall also be taken by the contractor to avoid the damage to any of these existing service/service lines, any part of the building etc.. If any damage is caused to any of the existing services/service lines, or any part of the building the same shall be repaired/rectified and made functional or restored so its original finish by the contractor immediately at his own expenses failing which the same shall be repaired/ rectified and made functional by department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding. He shall also remove at his own cost all unwanted and waste materials arising out of the installation from the site of work from time to time.
- i) All system components shall be designed and manufactured to the following fault tolerances:
 - a. All components shall withstand and give satisfactory operation without damage at 110% and 90% of rated voltage and at ± 3 Hertz variation in line frequency.
 - b. All inputs and outputs shall have static and short circuit protection.
- ii) The contractor shall provide necessary barriers, warning signals and other safety measures while laying pipelines, ducts cables etc.. or wherever necessary so as to avoid accident. He shall also indemnify

CPWD against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

3.0 COMPLIANCE WITH BYE-LAWS, SAFETY CODES, LABOUR REGULATIONS AND INDIAN STANDARDS:

All works shall be carried out in accordance with / shall be in conformity with the Bye-laws relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

All components shall conform to relevant Indian Standard Specifications, wherever existing, amended to date. A list of such standards is appended in Appendix 'B'. All the safety procedures outlined in the safety codes listed in Appendix 'C' shall be complied with.

- i) Factories Act.
- ii) Indian Electricity Rules 1956 amended to date.
- iii) B.I.S. & other standards as applicable.
- iv) Workmen's compensation Act.
- v) Statutory norms prescribed by local bodies like Fire Department, CEA, Power Supply Co. etc..
- vi) National Building Code
- vii) CPWD General Specifications for HVAC 2017 as amended upto date.
- viii) Quality Assurance Policy and check list for E&M Works.
- ix) All electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003. They shall also conform to CPWD General Specifications for Electrical works, Part-I: Internal, 2013 and Part-II: External, 1994 and Part IV (Sub-station), 2013, as amended to date.
- x) All components shall conform to Energy Conservation Building Code 2007 of India as amended or revised up to date.

3.1 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

3.2 The installation shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities concerned, in so far as these become applicable to the installation.

3.3 All equipment shall incorporate suitable safety provisions to ensure safety of the operating personnel at all times. The initial and final inspection reports shall bring out explicitly the safety provisions incorporated for all equipment.

3.4 Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. BSNL shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

3.5 In respect of all labour employed directly or indirectly on the work for the performance of the air conditioning contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

3.6 Failure to provide such safety requirements would make the tenderer liable for penalty for Rs. 1000/- for each violation or as provided in the labour laws/ GCC for each violation. In addition the Engineer-in-charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

3.7 The contractor shall provide necessary barriers, warning signals and other safety measures while laying pipelines, ducts, cables etc.. or wherever necessary so as to avoid accident. He shall also indemnify BSNL against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

4.0 FORFEITURE OF EMD:

- a) If the bidder does not submit the offline tender document without valid reasons after submission of bid on e-tender portal, the EMD so deposited shall not be refunded at all. Further, in case of encountering any technical problems while uploading the bid documents, the bidder should immediately intimate or report to the Bid inviting Executive Engineer (E) for redressal.
- b) If any tenderer withdraws his tender before the expiry of the validity period or before the issue of letter of acceptance whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of earnest money absolutely.
- c) If contractor fails to furnish the prescribed performance guaranty within the prescribed period the amount of EMD will be forfeited without any notice.
- d) If only a part of work as shown in the tender is awarded and the contractor does not commence the work, the amount of EMD with reference to estimated amount will be forfeited.
- e) In case of forfeiture of EMD as prescribed in a to d above, the tenderer shall not be allowed to participate in the retendering process of the work.

5.0 PERFORMANCE GUARANTEE:

The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract agreement. **Performance Guarantee (PG) & Security Deposit (SD) will be ducted from the bill of the Agency and later on Agency has the option to submit the Bank Guarantee (BG), in that case SD will be released.** This Bank Guarantee shall be in the form of Demand Draft/Pay order of irrevocable bank guarantee bond of any schedule bank in the specified perform a of Government Security pledged in favour of Executive Engineer or as specified in the letter of acceptance of tender. The performance guarantee shall be initially valid up to the stipulated date of completion plus 365 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the competent authority. 03 Days Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided above.

6.0 INSPECTION AND TESTING:

The installed system shall be tested as per relevant codes as applicable. The results for these shall be submitted in quadruplicate for scrutiny.

6.1 INSPECTION BY LOCAL BODIES

It shall be the responsibility of the contractor to get the installation inspected and passed by the local authorities concerned, as may be required by the local bye-laws, including payment of necessary inspection fee and an 'No Objection Certificate' (N.O.C) shall be obtained from the authority.

7.0 EXTENSION OF VALIDITY OF BID/TENDER:

In case, if the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders by a reasonable period.

8.0 SECURITY DEPOSIT:

In addition to performance guarantee started above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited will amount to security deposit of 5% of the tendered value of the work. **Performance Guarantee (PG) & Security Deposit (SD) will be ducted from the bill of the Agency and later on Agency has the option to submit the Bank Guarantee (BG), in that case SD will be released.** Validity period of the security deposit deducted from this bill shall be Two year from the date of actual completion of work.

9.0 COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress or complete the work and clear the site on or before the stipulated date of completion of contract or extended date of completion, he has to pay the compensation for delay which is limited to **0.5% per week of the work order value for the first 8 weeks and 0.7% per week for the next 4 weeks and thereafter subject to a maximum of 12 %** of the order value for the location where the work is delayed and the firm is found responsible for the same. **Flow chart of the procurement process / contract shall be supplied by the contractor and approved by Executive Engineer concerned.**

10.0 BYE-LAWS INDEMNITY AGAINST LIABILITIES

The work shall be carried out to the satisfaction of the Engineer-in Charge and in accordance with the specifications & latest Indian standards. The Firm shall comply with all bye-laws and regulations of local and statutory authorities, having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving/receiving all necessary notices and keep the Engineer-in-Charge informed about the notices issued and received.

- 10.1 License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the Firm.
- 10.2 Firm shall pay any and all fees and obtain permission required for installation of this work. On completion of the work the firm shall obtain certificate of final inspection and approval by any local mandatory body as and when required.
- 10.3 All liabilities / panel recoveries on matters arising out of tax/ excise/ levies such as incorrect deductions, discrepancies in the filling up returns, revised assessments by the concerned authorities etc.. shall be borne by the Firm.
- 10.4 It is Firm's liability to follow all safety procedures in accordance with relevant I.S. amended upto date during execution of work at site.
- 10.5 The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

11. COMPENSATION TO BE LEVIED IN CASES OF USE OF NOT ORIGINAL/ SPURIOUS MATERIAL

"BSNL reserves the right to get inspected any components thereof by the manufacturer / their authorised representative, whose report as regards to the genuineness of component shall be final and binding. BSNL reserves the right to ask for submission of purchase voucher for verification of genuineness of material.

In case any component upon such inspection is found to be NOT ORIGINAL / spurious. BSNL reserves the right to take disciplinary action against the Contractor. Decision of Superintending Engineer (E) in such case shall be final and shall be out of purview of clause-19 of arbitration ".

12.0 TERMS OF PAYMENT

Payment to the contractors during progress of work is requested for all the items as below:

- i) 80% of prorata value against receipt of equipment at site and after satisfactory physical inspection.
- ii) 10% of prorata value against satisfactory installation of equipment.
- iii) 10% of prorata value against successful testing and commissioning of equipment.

13.0 RATES

- 13.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (but excluding GST), duties, levies, etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing and commissioning etc.. at site including temporary construction of storage, risks overhead charges, general liabilities./ obligations and clearance from CFO.
- 13.2 The contractor has to carry out maintenance as per manufacturer's standards for a period of 24 months from the date of handing over. Nothing extra shall be paid on this account.

14.0 COMPLETENESS PERIOD

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

15.0 EXTENT OF WORK

- 15.1 The work shall comprises of entire labour including supervision and all material necessary to make a complete installation and such tests and adjustment and commissioning as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by the specification but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender documents in connection with this contract as this is a turnkey job.

- 15.2 In addition to supply, installation, testing and commissioning of FAS/ AFAS including intelligent addressable FAS equipments, following works shall be deemed to be included with the scope of work to be executed by the tenderer as this is a turnkey job-
- (a) Minor building works necessary for installation of equipments, foundation making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc.. as required.
 - (b) All supports for cable and MS Channel for erection as are necessary.
 - (c) Getting CFO inspection done and obtaining clearance.

16.0 INCREASE / DECREASE OF TENDERED QUANTITY

- 16.1 BSNL will have the right to increase or decrease up to 50% of the contract value depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.
- 16.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50 % of quantities of goods and services contained in the running tender / contract within a period of twelve months from the date of award 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..

17.0 EXTENSION OF TIME

If the contractors shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to Engineer-in-charge within 10 days of the hindrance on the account which he desires such extensions as aforesaid, and the Engineer-in-charge shall, if in his opinion reasonable grounds to be shown therefore, authorized such provisional extension of time, if any, as in his opinion be necessary or proper.

18.0 ACCEPTABLE MAKES OF VARIOUS EQUIPMENTS

The acceptable makes of various equipments / components / accessories have been indicated in "Acceptable Makes" indicated in the list attached. The tenderer shall work out the cost of the offer on this basis. Alternate makes are not acceptable.

19.0 DATA MANUAL AND DRAWING TO BE FURNISHED BY THE TENDERER

- 19.1 With tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.
- 19.2 After award of work: The successful tenderer be required to submit the following drawings within 15 days of award of work of approval before commencement of installation.
- (a) General arrangement drawing of the equipments like Detectors, R.I., C&I, Panel etc.. in the building with complete dimensions.
 - (b) Any other drawing necessary for the job.
- 19.3 The successful tender should furnish well in advance three copies of detailed instruction and manuals of manufacturer's for all items of equipments regarding installation, adjustment operation and maintenance including preventative maintenance and troubleshooting together with all the relevant data sheets, spare parts catalogue etc. all in triplicate.

20.0 PAINTING

This shall include cost of painting of the entire installation. The major equipment's like C&I Panel, cable trays etc.. shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However hangers, supports etc..of cable tray etc.. shall be painted with required shade including painting with two coats of anti-corrosive primer paint at site.

21.0 INTERPRETING SPECIFICATION

In interpreting the specification, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Schedule of quantities
 - (b) Technical Specification
 - (c) Drawing (if any)
 - (d) General Specification
 - (e) Relevant BIS or other international code in case BIS code is not available.
- 21.0 Firm shall confirm to carry out the work as per NIT conditions.

- 22.0 Offer should be clear. Any ambiguous offer is liable for rejection by the BSNL. The decision of BSNL on in this regard shall be final and binding on the tenderer.
- 23.0 No price escalation shall be admissible during currency of contract.
- 24.0 Income tax, GST, labour cess & other statutory deduction etc.. shall be made at source as per the prevalent laws. The deduction of Security Deposit, Income Tax, etc., shall be done after calculation for the above due payment as per clauses 9 and net payment shall reduce accordingly.
- 25.0 BSNL will make payment as per availability of the funds.
- 26.0. **Loading:**
- (a) In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- (b) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

SECTION-6**UNDERTAKING & DECLARATION****6(A) - For understanding the terms & condition of Tender & Specifications 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, I/we shall be suspended for one year and shall not be eligible to bid for BSNL tenders from date of issue of suspension order.

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/ Purchase/ work order if issued and forfeit the SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor 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

6 (C) - Declaration w.r.t. Rule 144 (xi) to GFR 2017**Certificate to be submitted by Bidders
(On Company's Letter Head)**

Reference 1: BSNL Tender Enquiry No.....issuedon.....

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated
23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s.....(---Name of the company--)
having Regd. Office at.....being a
participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and
understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules
(GFRs) 2017 on grounds of Defence of India and National Security issued vide OM cited at reference
2 above, on procurement from bidders from a country or countries which shares a land border with
India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered
for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire
contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

6 (D) - Undertaking to abide by EW-6 & EW-8

"I.....Son/Daughter of
.....Resident of hereby give
an undertaking that I have read the complete bid document and I am aware of all the clauses and
sub clauses of BSNL EW 6 &8 forms and I confirm that I will abide by all the terms and conditions
available in BSNL EW 6 & 8 forms.

(Seal of the firm)

(Signature of Bidder)

Note : The BSNL EW-8 document is available in division office.

6 (E) - Undertaking

A. Regarding EPF provisions

"I..... Son/daughter of Resident of here by give an undertaking that

I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our registration no.** is We undertake to keep it valid during the currency of contract.

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".

**Attach a self-attested photo copy of the above said EPF registration certificate.

(Seal of the firm
Bidder)

(Signature of

B. Undertaking regarding ESI provisions

"I..... Son of Resident of here by give an undertaking that

I/ We have registered as per the ESI and Miscellaneous provisions Act, 1948 and our registration no. ** is We undertake to keep it valid during the currency of contract.

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".

**Attach a self-attested photo copy of the above said ESI registration certificate.

(Seal of the firm)

(Signature of Bidder)

6 (F) SELF DECLARATION BY THE FIRM FOR NOT BLACK LISTED BY GST AUTHORITIES

(To be uploaded with Eligibility conditions)

I/ We.....(Name of firm).....(Address) having GST Registration No.....hereby declare that we have not been black listed by the GST authorities. Our other GST Nos. are as under (if applicable)-

(i)..... (ii) (iii)

Signature of the tenderer

With date and seal

ANNEXURE-I
CLAUSE BY CLAUSE COMPLIANCE

Sl. No.	Section No.	Details	Remarks
1	3 Part A	Scope of work	All clauses of this section are complied.
2	3 Part B	ELECTRICAL WORKS TECHNICAL SPECIFICATIONS / REQUIREMENTS	All clauses of the Technical specifications and other specifications, for tendered items are complied. (Technical literature of the tendered items also to be submitted)
3	3 Part C	Schedule of Requirements(SOR) & Approved Makes	All clauses of this section are complied.
4	4 Part A	General Instructions to Bidders(GIB)	All clauses of this section are complied.
5	4 Part B	Special Instructions to Bidders(SIB)	All clauses of this section are complied.
6	4 Part C	E-tendering Instructions to Bidders (If applicable)	All clauses of this section are complied.
7	5 Part A	General (Commercial) Conditions of Contract (GCC)	All clauses of this section are complied.
8	5 Part B	Special (Commercial) Conditions of Contract (SCC)	All clauses of this section are complied.

Note:

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.

Signature of the Contractor(s)

SECTION- 7**PROFORMAS****7(A) For the BIDSECURITY/EMD Guarantee Declaration**

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in favour of write the name of authority in whose name the EMD/Bid Security is to be made(may be modified accordingly) 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) %CGM NTR New Delhi" payable at New Delhi.
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 Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)**

Dated:.....

Sub: Performance guarantee.

Whereas Executive Engineer (Elect.) R/o (hereafter referred to as (may be modified accordingly) has issued an APO no. Dated/...../20....awarding the work ofto M/s R/o (hereafter referred to as "Bidder") and has asked him to submit a performance guarantee in favour of (may be inserted)of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We 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.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.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 demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) %CGM NTR New Delhi" payable at New Delhi.
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

Name of the Representative on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

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

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due

Address of the purchaser

To,
M/s
.....

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

Ref :Your letter no..... dated

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

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

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

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

Yours faithfully,

(.....)

for and on behalf of.....

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

7(E) -Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due

Address of the purchaser

To,

M/s

.....

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

- Ref: 1. Your letter no..... dated requesting DP extension
- 2. This office letter no. dated intimating conditions for DP extension
- 3. Your letter no..... dated accepting the conditions for DP extension

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

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.
- c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

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

Yours faithfully,

(.....)

for and on behalf of.....

Copy to:

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

(All concerned)

Note: - The entries which are not applicable for the case under consideration are to be 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.
-
3. Address of place of Works/ Manufacture
-
-
- 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. :
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 Delhi? If so state its Address
-

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

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 ofdays 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.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. 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).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Witness

Signature.....

Name

Address

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

Item Rate BOQ SECTION-9 Part-B

Tender Inviting Authority: Executive Engineer(E), BSNL Electrical Division Shimla

Name of Work: Rate Contract for Provision of Electrical Installation & Fans in RMSA School and other buildings in Chamba District under the jurisdiction of BSNL Electrical Division Dharamshala.

Sr. No.	Description of item.	Quantity	Rate (without GST) ₹.	Unit	Amount (₹)
	Sub Head- I (Pump and associate work)				
1	SITC of Heavy Duty Regenerative Self Priming Monoblock pumping set of 3 HP rating having common base with totally enclosed fan cooled motor suitable for operation on 440 Volts, Three phase, 50Hz A/C supply, capable of discharging about 11700-960 LPH against the head of 9 to 45 Mts. and suitable for (40x40) mm size suction and discharge line connection including providing suitable arrangement for priming of pump, installation of the same on existing cement concrete foundation testing, commissioning etc. complete as required at site (Make: Crompton greaves DMB30 or SS Make)	10 Sets			
2	SITC of centrifugal Monoblock pumping set of 1.5HP rating having common base with totally enclosed fan cooled motor with capacitor, start & run eliminating centrifugal switch suitable for operation on 230 Volts, Single phase, 50Hz A/C supply, capable of discharging about 175-50 LPM against the head of 15-27 Mts. and suitable for (40x32) mm size suction and discharge line connection including providing suitable arrangement for priming of pump, installation of the same on existing cement concrete foundation testing, commissioning etc. complete as required at site (Make: Crompton greaves MBG1.52(1PH)-27 or SS Make)	6 Sets			
3	Providing and laying in position cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) in foundation of pump, set etc including form work etc as required.	4 Cu.mtrs			

Sr. No.	Description of item.	Quantity	Rate (without GST) ₹.	Unit	Amount (₹)
4	Supplying & fixing of Bronze metal, Non Return Valve (NRV) (Horizontal type) suitable for 40 mm dia pipe including testing etc. complete as required.	10 Nos.			
5	Supplying & fixing of Bronze metal, Non Return Valve (NRV) (Horizontal type) suitable for 32 mm dia pipe including testing etc. complete as required.	6 Nos.			
6	Supplying & fixing of Bronze metal, Full way Gate Valve suitable for 40mm dia GI pipe including testing etc. complete as required.	10 Nos.			
7	Supplying & fixing of Bronze metal, Full way Gate Valve suitable for 32mm dia GI pipe including testing etc. complete as required.	6 Nos.			
8	Supplying & fixing of Gun metal, Foot Valve (vertical type) suitable for 40mm dia GI pipe testing etc. complete as required.	10 Nos.			
9	Supplying & fixing of Gun metal, Foot Valve (vertical type) suitable for 32mm dia GI pipe testing etc. complete as required.	6 Nos.			
10	Providing and fixing of following size medium (B) class GI Pipe including supplying of fittings like elbow, tees, unions, sockets etc. and fixing the pipe with suitable clamps/supports, painting with two coats of synthetic enamel paint, making connection using required size fittings, cutting and threading of pipe and plumbing work etc. as required at site.				
(a)	40mm dia	100 Mtrs.			
(b)	32mm dia	60 Mtrs			
11	SITC of Prewired Direct on line Pump starter with sheet steel enclosure suitable for operation on three Phase, 415 Volt, AC supply including one No. 20 A, AC3 rating Contractor with Over Load Relay with release range of 4 A to 6.5 A, Single Phase Preventer, On OFF Switch, Combined Voltmeter & Ammeter, Indicating Lights, on and off push buttons complete with internal connection etc as required at site. (M/s L&T MU-G6 DOL or Similar superior approved make)	10 Nos.			

Sr. No.	Description of item.	Quantity	Rate (without GST) ₹.	Unit	Amount (₹)
12	SITC of Prewired Direct on line starter with sheet steel enclosure suitable for operation on single Phase, 230 Volt, AC supply including with over Load Relay with release range of 6-10 A, on and off push buttons complete with internal connection etc. as required at site. (M/s L&T MU-2P OR Similar Superior approved make)	6 Nos.			
13	SITC of Following rating C Curve MCB i/c PF sheet steel enclosure and making interconnection etc as required.				
a)	Four Pole 20A	10 Nos.			
b)	Two Pole 20A	6 Nos.			
	SUB HEAD-II (Supplying and Laying Cables)				
1	Supplying & Laying of following sizes XLPE insulated PVC inner sheathed Aluminium conductor Armoured cable of 650/1100V grade conforming to IS: 7098(Part 1) 1988 amended upto date as required on wall / existing pipe / hume etc as required.				
(a)	3c x 6 sqmm Aluminium Conductor Armoured Cable	30 Mtrs			
(b)	3c x 10 sqmm Aluminium Conductor Armoured Cable	50 Mtrs			
(c)	3.5c x 25 Sq.mm Aluminium Conductor Armoured Cable	100 Mtrs.			
2	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.				
(a)	3 X 6 sq. mm	8 Set			
(b)	3 X 10 sq. mm (22mm)	16 Set			
(c)	3.5 x 25 Sq.mm (28 mm)	8 Set			

Sr. No.	Description of item.	Quantity	Rate (without GST) ₹.	Unit	Amount (₹)
3	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.				
(a)	Up to 35 sq. mm	50 Mtrs.			
4	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.	330 Mtrs.			
5	S/F Angle iron Frame combination of following size of angle l/c cutting, welding & painting complete as per requirement at site.				
(a)	b) 40 mm x40 mmx3mm thick angle iron frame.	20 Mtrs			
(b)	c) 25 mm x5 mm Thick Flat angle iron	20 Mtrs			
Total ₹.					

Note:

1. The GST / other Input Tax Credit (ITC) taxes shall be quoted by the firm as applicable as per latest amendments of GST Rules.
2. The contractor shall provide correct tariff heads & other details to enable BSNL claim Input Tax Credit.
3. Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required.
4. The bidder who submits the offer with concessional Goods and Service Tax (GST) shall submit the proof of applicable concessional GST. In case the Concessional GST is not creditable to BSNL it should be included in the price of the goods/services
5. In case, dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to12 & 14.
6. % age Rate of FF & Packing should be shown of basic unit price excluding all taxes & charges (i.e. as %age of col.4).
7. The FF & packing amount quoted shall not be subject to change after bid evaluation /ordering on account of change of copper, lead base price, change in duties & taxes of item etc..
8. Bidder must mandatorily mention HSN & SAC numbers
9. Evaluation of bids: - The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods & Services (i.e. complete work) offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc.. exclusive of GST.

Declaration by Bidder:

1. We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date.

2. We hereby certify that HSN/SAC shown in column 17 are correct & credit of GST for the amount shown in column 14 above are admissible as per GST Laws.

Name of bidder:

Seal of Company:

SECTION-10

CHECK LIST FOR THE BIDDERS

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

Documents forming part of the bid:

Sr. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	EMD or Bid Security in the form of Bank Guarantee/DD/FDR/CDR for ₹._____/ - valid up to 180 days from the date of tender opening. OR 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. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
2	Scanned copy of Bid Form in Section-9 Part A duly filled up and signed	
3	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable.	
4	Scanned copy of 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	
5	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
6	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
7	Scanned copy of Credentials regarding experience as per clause 3	
8	Scanned copy of documents related to financial capabilities of the bidder as per clause 3	
9	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to Clause 11.2 (a) of Section-4 Part A	
10	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company)	
11	Scanned copy of Near Relationship Certificate as per Section 6 Part (B)	

12	Declaration that the firm is not barred /banned/ black-listed by BSNL/DOT/Govt. Departments/PSU/State Govt./GST Authorities as per clause 8 of Section -1	
13	Letter of Authorization to attend Bid opening event	
14	Valid PAN Card	
15	Valid Goods and Services Tax Registration Certificate(s)	
16	Valid EPF & ESI Certificate	
17	Undertaking and Declaration as per Section-6 Part A duly filled up and signed.	
18	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
19	Any other supporting documents asked for in bid document (As per Section-3 Part-B, Para 11 "Submittals"	
20	Form-1 for Local content	
21	Declaration with respect to Rule144(xi) of GFR	
22	This Checklist	

For and on behalf of M/s (Insert Name of Bidding Company)

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

END OF NIT