



Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
% GMTD Shimla, Block No.35, SDA Complex , Kasumpti,
Shimla -171009

BID DOCUMENT

E-Tender for Repair & Servicing of various capacities DEA sets in the jurisdiction of Shimla BA on call Basis.

Tender published online on website – <https://etenders.gov.in/e procure/app>

NIT No. T-002/693/2022-23/SML/PLG/DG Repair **Dated 17.09.2022**

PART-A QUALIFYING BID

Particulars of Payment of Price of Tender Document

Demand Draft no/ Transaction Id/ Receipt no

.....dated.....

**Signature of the Bidder
With Seal**

Particulars of EMD

Demand Draft No/Transaction Id/ Receipt no

.....dated.....

**Signature of the Bidder
With Seal**

**O/o GMTD Shimla, Block No.35, SDA Complex, Kasumpti, Shimla
Pin code 171009**

Date of Tender Opening: 10.10.2022 _____

Validity of bids: 150 days

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SECTION-I
Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
% GMTD Shimla, Block No.35, SDA Complex, Kasumpti, Shimla-171009

Notice Inviting Tender

NIT No. T-002/693/2022-23/SML/PLG/DG Repair Dated 17.09.2022
Tender published online on website – <https://etenders.gov.in/e procure/app>

Digitally sealed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by **GMTD, Shimla** in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of BSNL from the experienced contractors, for the following works:

1. **Name of work:** Repair & Servicing of various capacity DEA sets in the jurisdiction of Shimla SSA on call Basis.
2. **Scope and Jurisdiction of Work:** The scope and particulars of work put to tender are given in the Table below-

Sec. No.	Name of work	Estimated cost of works (In Rs)	Price of Bid Document (in Rs)	Bid Security/ EMD (in Rs)	Last Date & time of online Bid Submission and Offline Document of Tender	Date & Time of Opening of Technical bid
1	Repair & Servicing of various capacity DEA sets in the jurisdiction of Shimla SSA on call Basis.	Rs. 17,65,983/-	590/-	44150/-	08.10.2022 14:hrs	10.10.2022 15 :00Hrs

Note-1: The quantities stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority. However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same”.

Note-2: There is no restriction on the number of tenders a bidder can participate. Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including for reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.

Note-3: For participating in e-Tendering process bidder shall access e-Bid document uploaded on the e tender portal and pay requisite tender processing fee as defined for the tender by e-tender service provider.

Note-4: *Bidders are exempted from payment of Bid Security/EMD against the submission of Declaration as per Clause 8.1 of Section IV.*

Eligibility Criteria:

3. Eligibility Criteria: For participating in the tender, the tenderer should meet the following eligibility criteria.

3.1 The tenderer who possess experience of having successfully completed the **Repair & Servicing works** of various capacity Diesel Engine Alternator(DEA) sets in BSNL/MTNL/TCIL/ITI/Rites/Hindustan Cables Limited (HCL)/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking having mandate to carry out DEA repair & servicing work or the PSUs directly themselves and who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender:

a) For an amount equal to at least 90% of estimated cost of work put to tender during last 5 Financial years plus the subsequent period ending the month preceding the one in which NIT is issued.

OR

b) For an amount equal to at least 120% of estimated cost of work put to tender during last 7 Financial years plus the subsequent period ending the month preceding the one in which NIT is issued.

For non-BSNL registered contractor i.e registered with Public Works Organization like CPWD/State PWD(B&R),DOP, MES and Railways, no work experience is required for the works costing upto Rs.5 Lakhs vide BSNL Corporate New Delhi letterNo.16-1/2013-W(T)/377 dated 18.11.2013.

3.2 The tenderer whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in Annexure-A.

3.3 Contractor should have the valid EPF registration certificate on the date of issue of NIT.

3.4 Contractor should have the valid ESI registration certificate.

3.5 Contractor should have the valid GSTIN registration certificate.

3.6 The bidder should have Valid PAN No.

3.7 A self- declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/ any other Govt.(Central/State) undertaking as the case may be.

3.8 In case of multiple GST numbers, all the numbers to be provided as Annexure.

3.9 In case of MSME (Micro and small enterprises) units the bidder should declare UAM number (UdyogAadhar Memorandum) on CPPP portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online.

Note 1: The experience certificate for carrying out the works and amounts received should be in the prescribed pro-forma and the certificate should be under the signature of officer responsible for maintaining the contractor's ledger e.g. Asst.GM/AO (Cash)/DDO or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ TCIL/ ITI/ Rites/ HCL/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking as the case may be.

- Note 4: In case, supplier gets black-listed during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.
- Note 5: Of late, big Govt. contracts are being carried out by the Public Sector Undertakings mentioned herein through a chain of contractors. In such case, the experience certificate, if issued, in favor of a contractor, in the chain, by such PSUs in the prescribed format shall be acceptable.

4. Period of contract: The period of this contract will be **one year** from the date of agreement. However, the BSNL reserves the right to extend the contract further, in terms of three **months**, up to **one year** on the same rates, terms & conditions, which shall be binding on the contractor.

5. Date of sale of tender document, Last date of submission of bid, Date of opening of Bids:

Availability of Tender Document Online on e-tendering portal	Deadline for Submission of Physical Envelope to BSNL (Office of GMTD , Shimla) and e-Bids Online on e-tendering Portal	Date & Time of opening of Physical Bids	Date of Opening of Bids Online	
			Qualifying Bid	Financial Bid
From 17.09.2022 to 08.10.2022 up to 14:00 hrs	Upto 14:00hrs of 08.10.2022	At 15:00hrs of 10.10.2022	At 15:00hrs of 10.10.2022	To be notified later

Note: The Price of bid document along with GST shall not be refundable

- 6. If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time and the same venue.
- 7. The tender is invited through **e-tendering process** through the e-tender portal (<https://etenders.gov.in/eprocure/app>). Kindly refer Section-VI of Tender document for further instructions on e-tendering. Prospective bidders should get their registration done well in time on the e-tender portal and obtain the Digital Signature Certificate (DSC) from the authorized CA, which is essential for participating in the tendering process. This link can also be visited using BSNL website i.e. www.bsnl.co.in , (by clicking the link for e-tendering the home page).
- 8. Tender will not be accepted/received on the e-tendering portal after due date and time. The officer in charge BSNL reserves the right to reject any or all tenders without assigning any reason whatsoever.
- 9. As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document using the link as mentioned above.

10. All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelopes/parts on e-tender portal including proof of deposit of cost towards e-payment (RTGS/NEFT)/DD/Banker’s Cheque towards cost of tender
11. **Last date and time of submission of tender document:**
- i) Date & Time of submission of Tender bids online on or before 08.10.2022 upto 14:00 hrs).**
 - ii) Envelope containing offline document should be submitted on or before 08.10.2022 upto 14:00 hrs.**
 - iii) Date and time of opening of Tender:10.10.2022 at 15:00 hrs.**
12. The units registered under single point registration scheme of NSIC /MSE units for OF Cable laying works are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSE for carrying out OFC work along with bid document.
13. **The successful bidder including NSIC/MSE bidder shall submit an equivalent to 3 % of the tender approved value in the form of Performance Bank Guarantee (PBG). The bidder will also submit material security (BG) as per letter of intent**
14. If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

AGM(CFA)

O/oGMTD, Shimla

----- END OF SECTION-I -----

SECTION II

BID FORM

NIT No. T-002/693/2022-23/SML/PLG/DG Repair

Dated 17.09.2022

To
The AGM
O/o GMTD Shmla

Block No.35, SDA Complex,
Kasumpti, Shimla-171009.

Dear Sir,

Having examined the terms & conditions of contract and the specifications including Addendum/Corrigendum(if any), the receipt of which is hereby duly acknowledged. We, the undersigned, hereby submit our offer to execute the work of Repair & Servicing of various capacities DEA sets stipulated against this NIT in conformity with said drawings, terms & conditions of contract and specifications.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated this day of (the year)

Signature of Authorized Signatory

.....

In capacity of

.....

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

----- END OF SECTION-II-----

**SECTION III
TENDERER'S PROFILE**

General:

- 1. Name of the tenderer / firm _____
- 2. Name of the person submitting the tender whose photograph is affixed and who possesses the Digital Signature Certificate(DSC).
 - (a) Shri/Smt _____
 - (b) DSC Issuing Agency.....

Paste color passport size photograph of the tenderer/authorized signatory holding power of Attorney and having Digital Signature Certificate. Photograph should be self-attested.

(In case of Proprietary / Partnership firms, the tender has to be digitally signed by Proprietor /Partner(s) only, as the case may be)

- 3. Address of the firm
.....
.....
- 4. Correspondence Address
.....
.....
.....
- 5. Tel.no. (with STD code) (O) (Fax)..... (R).....
- 6. Mobile No: ----- email-id:-----
(Note: These contact details shall be used to communicate with the tenderer / contractor and any communication sent there on shall be taken as proper communications under this contract)
- 7. Registration & incorporation particulars of the firm(Tick as applicable):
 - (i) Proprietorship (ii) Partnership (iii) LLP (iv) Private Limited (v) Public Limited
 - (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
- 8. Name of Proprietor/ Partners/ Directors
.....
.....

9. Tenderer's Bank Details:

- a. Name of Bank.....
 - b. Name of Branch.....City.....
 - c. Branch Code.....IFSC Code.....
10. Permanent Income Tax Account Number (PAN),
Income Tax circle.....
11. EPF registration number.
12. ESI registration number.....
13. GSTIN registration number.....
- 14 Whether Micro, Small or Medium Enterprises (MSMEs)? (Yes/No):.....
If Yes,
Validity: from..... to.....
Monetary Limit.....
- 15 Infrastructural capabilities of the bidder:

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

----- END OF SECTION-III -----

Section IV
Instruction to Bidders

A. INTRODUCTION:

1. DEFINITIONS

- a. President of India:** The President of India means the President of India and his successors.
- b. Government of India:** The Government or Government of India shall mean the President of India.
- c. The BSNL** means Bharat Sanchar Nigam Limited, the company with Chairman & Managing director and Board of directors, with Head Quarter at New Delhi.

All references of:

Department
Chief General Manager
Principal General Manager
Sr. General Manager/ General Manager
Addl. General Manager/ Joint General Manager
Deputy General Manager / Deputy General Manager (Projects)
Divisional Engineer /Divisional Engineer(Projects)
Sub Divisional Engineer
Junior Telecom Officer
Chief Accounts Officer
Accounts Officer
Assistant Accounts Officer
Junior Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an enterprise, under the Ministry of Communications and Information Technology, Government of India.

- d.** The jurisdiction of GM/Addl.GM/DGM/DET shall mean the territorial area under their control for the purpose of administration and management of the projects and other associated functions.
- e.** Representative of GM/Addl.GM/ DGM /DET means Officer and staff under their control for the time being deputed for supervising the work or testing etc.
- f.** Engineer – in – charge: The Engineer – in – charge means the Engineering Officer nominated by the GM/Addl.GM/ DGM to supervise the work, under the contract. (Minimum Divisional Engineer level officer to be nominated while approving the work order).
- g.** Site Engineer: Site Engineer shall mean an JTO/SDE of the BSNL who may be placed by the work order issuing authority for supervising the work.
- h.** A/T Unit: A/T unit shall mean Acceptance and Testing unit of the BSNL.

- i. A/T Officer: An officer authorized by BSNL to conduct A/T.
- j. The words bidder and tenderer have been used interchangeably.
- k. Contract: The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time,

by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- l. Contractor: The contractor shall mean the individual, firm or company, approved to undertake the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- m. Work: The expression “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- n. Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- o. Site: The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- p. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- q. Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time. The EOT may be with/without Liquidated damages as may be decided by the competent authority.
- r. Date of Commencement of work: Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- s. Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- t. Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- u. Excepted risk: Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.
- v. Extra work: as used herein any work or compliance with any requirements, other than a change, which is not expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

2. ELIGIBILITY OF BIDDERS:-

- (i) The invitation of bids is open to all bidders as per the eligibility mentioned in NIT of this tender document.
- (ii) The experience certificate for carrying out the works and amounts received should preferably be in the prescribed proforma. If the experience certificate is not as per prescribed proforma it should clearly indicate the amount received and period. The certificate should be under the signature of officer responsible for maintaining the contractor's ledger e.g. Asst.GM/DGM or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ TCIL/ ITI/ Rites/ HCL/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking as the case may be.

The big Govt. contracts are being carried out by the Public Sector Undertakings mentioned herein through a chain of contractors. In such case, the experience certificate, if issued, in favor of a contractor, in the chain, by such PSUs in the prescribed format shall be acceptable.

B. THE BID DOCUMENTS

3. BID DOCUMENTS:

- 3.1 The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Document include:

3.1.1. Part-A (Qualifying Bid):

- 3.1.1.1 Notice Inviting Tender
- 3.1.1.2 Bid form
- 3.1.1.3 Tenderer's Profile
- 3.1.1.4 Instruction to Bidders
- 3.1.1.5 General (commercial) conditions of the contract
- 3.1.1.6 E-tendering Instructions to Bidders
- 3.1.1.7 Special Conditions of Contract
- 3.1.1.8 Bid Security/EMD
- 3.1.1.9 PBG Format
- 3.1.1.10 Performa of Agreement.
- 3.1.1.11 Work Schedule and Scheduled Rates
- 3.1.1.12 Annexure-A Near Relative Certificate.
- 3.1.1.13 Annexure-B Declaration about Genuineness of Documents/Certificates

3.1.2 Part-B (Financial Bid)

- 3.1.2.1 Schedule for Quoting of Rates (Section- XX).

- 3.2 The Bidder is expected to examine all instructions, forms, terms & conditions and the specifications in the bid documents. Failure to furnish all information required as per the Bid

Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the tender issuing authority in writing at the e-mail id indicated in the NIT for Bids. It may be appreciated that such communications is preferably done through e-mail only as any other mode of communications may result in delay for which BSNL shall not be responsible. The tender issuing authority shall respond in writing, to the same e-mail id, to any request for clarification of the Bid Documents, which it receives not later than 14 days prior to the date of opening of the bids. Copies of such queries (without identifying the source) and the clarifications, if any, by the tender issuing authority shall be placed on e-tendering web-site in form of Addendum/Corrigendum and all such clarifications issued by the tender issuing authority will form part of the bid document.

5. AMENDMENT OF BID DOCUMENTS:

At any time, prior to the date for submission of bids, the tender issuing authority may, for any reason whether suo moto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments. Queries/clarifications sought up to fourteen days prior to date of bid submission shall be entertained. Any query/clarification sought less than fourteen days prior to bid opening date shall not be considered for reply/clarification.

The amendments shall be notified in writing to such prospective bidders who seek clarifications on their mail id, besides uploading the same on e-tendering e tender portal.

In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the tender issuing authority may, at its discretion, extend the deadline for the submission/opening of bids suitably.

All the amendments/corrigendum/addenda/extension of date(s) shall be published only on e-tendering website i.e. <https://etenders.gov.in/eprocure/app>. Therefore, the prospective bidders are advised to visit the website regularly.

C. PREPARATION OF BIDS

6. Cost of Bidding:

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

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The bidder shall submit the following documents online on the e-tender portal (along with the Qualifying Bid) for establishing the bidder's eligibility which are mandatory:

List of Documents in the 'Technical Bid Folder' to be uploaded on e-tendering portal

- | |
|---|
| 1. Scanned copy of the duly filled and signed Bid Form, Section-II of the tender document. |
| 2. Scanned copy of the duly filled and signed Tenderer's Profile, Section-III of the tender document. |

3. Scanned Copy of receipt / Demand Draft / Bankers Cheque proof for on line payment of requisite value towards the price of tender document as per NIT.
4. Scanned Copy of receipt / Demand Draft / Bankers Cheque/BG proof for on line payment of requisite value for the Bid Security/EMD as per NIT.
5. Scanned copy of PAN card
6. Scanned copy of the valid EPF Registration Certificate.
7. Scanned copy of the valid ESI Registration Certificate.
8. Scanned copy of the valid GSTIN Registration Certificate.
9. Scanned copy of the Experience Certificate(s) as per NIT in the prescribed pro-forma (Annexure-B).
10. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship: ➤ The registration of the firm, authenticated copy of partnership deed in cases of partnership firm. ➤ Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company. ➤ Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
11. Scanned copy of Registered Power of Attorney (duly registered with sub registrar)/Resolution of Board of Directors, authorizing individual(s) including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable).
12. Signed tender document on each and every page without any alternation/ digitally uploaded in PDF format with digital signature of the authorized signatory on the document without any alternation
13. Scanned copy of No Near relative certificate(s) in the prescribed pro-forma as per Annexure-A.
14. Scanned copy of duly completed Declaration about Genuineness of Documents/Certificates as per Annexure-C.
15. Scanned copy of MSE certificate in case bidder is an MSE bidder
17. A self-declaration along with the evidence that the bidder is not black listed by GST authorities.

Note:

- a) The successful tenderer has to submit the attested copy of the Labour License, if applicable (to be ascertained by him), within one month of signing the agreement which should remain valid through the entire period of the agreement. No work Order(s) shall be issued to the successful tenderer till he submits the attested copy of the Labour License or an affidavit that he is exempted from securing labour license.

**The one month period can be extended further by one month/specified duration subject to genuine and special reason submitted by the contractor with proof requesting for additional one month.*

- b) Tender document(s), duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

- c) The self-attested copy of required experience certificate issued by officer.
- d) A mandatory undertaking from MSE bidders regarding declaration of UAM number on CPPP.

Self attested copy of all above mentioned documents are required to be uploaded along with the bid otherwise bid will be liable to be rejected.

8. BID SECURITY(EMD):

8.1 The bidder should submit and sign “**Bid Security Declaration**” **accepting that if they withdraw or modify their bids during the period of validity** etc. they will be suspended/debarred /banned for the period of one year.

8.2 Price of Bid Document can also be deposited electronically through e-payment (RTGS/NEFT etc) **in favour of Accounts officer (Claim) O/o GMTD BSNL Shimla, payable at Shimla .**

Details of e-payment Account of BSNL:

1	Beneficiary Name	AO (Claim)
2	Beneficiary Address	O/O GMTD BSNL Shimla (H.P.)171009
3	Beneficiary Account No.	510101005313782
4	Account No.(Savings/ Current)	Current
5	Bank Name	Union Bank of India
6	Branch Name & Address	SDA complex, Kusumpti Shimla 171009 HP
7	IFSC (Indian Financial Services) code	UBIN0905755

8.3 Note: 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 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 vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits (Exemption from Tender cost and EMD) 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 issue of such order.
- e) MSE (Micro and small enterprises) bidder should declare UAM number on CPPP portal. The bidders who also fail to submit UAM number shall not be able to avail the benefits (Exemption from Tender cost and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by Ministry of MSME. **A mandatory undertaking from MSME bidders regarding declaration of UAM number on CPPP to be obtained.**

8.4 A bid not secured in accordance with para 8.1 &8.3 liable to be rejected by the BSNL as non-responsive.

9. BID PRICES:

- 9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies but exclusive of Goods and service tax in case of works to be executed. Goods and Service tax shall be paid extra, if applicable. The contractor shall be responsible for loading/unloading and transporting the materials, to be supplied by the BSNL from any BSNL store / Telecom factory to the work site. The charges on this account shall be regulated as per the rates in Standard Schedule of Rates (SOR). The offer shall be firm in Indian Rupees.
- 9.2 Prices shall be quoted by the bidder as percentage below / above / at par the standard schedule of rates in the schedule of quoting rates (Financial Bid). Prices quoted at any other place shall not be considered. Quoted rates shall be inclusive of all charges and levies but exclusive of Goods and Service Tax(GST) which shall be paid extra as applicable.
- 9.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of quoting rates (Financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting.

10. PERIOD OF VALIDITY OF BIDS:

- 10.1 Bid shall remain valid for 150 days from date of opening of the bid (Qualifying Bid). **A Bid valid for a shorter period shall be rejected by BSNL as non-responsive.**
- 10.2 In exceptional circumstances, the tendering authority may request the consent of the bidder for an extension to the period of bid validity for a period of upto 120 days. The request and the response thereto shall be made in writing. The bid security provided under clause 8 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

11. SIGNING OF BID:

- 11.1 The bidder shall prepare, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.
- 11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

11.3 Power of Attorney:

- a) The power of attorney **in original**, in case, person other than the sole proprietor/authorized signatory has signed the tender document, shall be on a non-judicial stamp paper of Rs. 50/- in case same has been executed in between blood relations and in other cases, it should be on a non-judicial stamp paper of Rs.100/- and should be attested by the Notary Public or same should be registered before the sub registrar. The power of attorney in original should be submitted.
- b) The power of Attorney in original is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ institution/ Body corporate.

- c) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d) Attestation of the specimen signature of such authorized signatory of the bid by the Company’s/Firm’s bankers shall be furnished. Name, designation, phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e-tender portal using DSC issued in his name shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorised signatory for the bid.

C. SUBMISSION OF BIDS

12. Method of Preparation & Submission of Bids in e-Tendering System:

12.1 Bid should be submitted in the following manner:

12.1.1 Documents to be submitted-

All the documents in **Qualifying Bid –Part-A** as mentioned in clause 7 of this section and **Financial Bid-Part-B** as mentioned in clause 3 of this section, are to be uploaded in the e tender portal including proof of deposit of Cost of Tender document which may be deposited by way of RTGS/NEFT/DD/Banker Cheque.

The envelope must be superscribed as below and shall be dropped in the tender box.-

<u>‘Envelope for BID security, Tender cost & Authorization’</u>
NIT No. T-002/693/2022-23/SML/PLG/DG Repair Dated
“E-Tender for Repair & Servicing of various capacity DEA sets in the jurisdiction of Shimla BA on call Basis.
To The AGM(CFA), O/o GMTD Shimla
From-

- (i) Original Demand Draft(DD)/Banker Cheque/Bank Guarantee and Proof of payment if paid through NEFT/RTGS– drawn in favour of **Account Officer (Claim) O/o GMTD BSNL Shimla** .issued by any scheduled bank towards the payment/ of Bid Security/EMD, if any.
- (ii) Original Demand Draft(DD)/ Banker Cheque and Proof of payment if paid through NEFT/RTGS – drawn in favour of **Account Officer (Claim) O/o GMTD BSNL Shimla** issued by any scheduled bank towards the payment of Price of Bid Document.
- (iii) Original Power of attorney for authorisation to sign and upload the bid.

Note: Please note that the submission of above documents is the prerequisite before bid opening on e-tendering website meaning thereby in the absence of these documents e-bid of such tenderer will not be opened. These document should be part of Off-Line submission.

All the above documents should be self-attested by the tender signing person.

12.1.2 Submission of Bids on e-tendering website-

The bidder shall upload his bid for this tender in two separate folders marked as 'Qualifying Bid', and 'Financial Bid'.

The bid folders shall contain the documents as given below-

- a) **'Qualifying Bid' folder** –The scanned documents in electronic form as per clause 7 of Section IV must be uploaded in this folder.
- b) **'Financial Bid' folder-** The Rates duly quoted in the prescribed format as per **Section-XX**, Schedule for Quoting the Rates. (This information has to be filled in Online format only)

12.2 The tenders which are not submitted in above mentioned manner shall be summarily rejected.

12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted.

13 SUBMISSION OF e-BIDS:

13.1 e-Tenders should be submitted strictly as per the procedure mentioned in clause 12 above. The tenderer is to ensure the delivery of the physical envelope at the correct address and submission of the Qualifying Bid and Financial Bid online as mentioned above. The BSNL shall not be held responsible for delivery of bid to the wrong address or wrong submission/non-submission of the bids online.

13.2 If tender opening day is declared as holiday by the government then the bids technical or financial will be opened on the next working day. The Time & Venue will remain unchanged.

13.3 LATE BIDS:

Tenders shall not be accepted online after the specified date and time of closing of the tender. It is the sole responsibility of the tenderer that he should ensure timely online submission of tender and in the manner as prescribed on the e-tendering website. The time settings fixed in the server side & displayed at the top of the e-tendering site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

14. MODIFICATIONS AND WITHDRAWAL OF BIDS:

14.1 The bidder may modify or withdraw his bid before the due date and time of submission in the manner as prescribed on the e-tendering website.

14.2 No bid can be modified subsequent to the deadline for submission of bids.

D. BID OPENING AND EVALUATION:

15. OPENING OF BIDS BY THE BSNL:

The Physical Envelope marked as '**Bid Security, Tender cost & Authorization Envelope**' shall be opened first and examined by the designated Tender Opening Committee (TOC) of BSNL. The TOC shall ascertain that the documents submitted in the physical envelope meet the requirements of eligibility for opening the qualifying bid of a bidder for this tender then only the TOC shall open and download the Qualifying Bids online after the due date and time by logging into the e-tender portal. The bidders whose Physical Envelopes are either not received in time or the documents do not meet the preliminary requirement of eligibility, their bids shall not be opened/downloaded from the E tender portal.

The bid opening committee shall count the number of bids downloaded from the e-tendering portal and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members of TOC shall initial on all the pages of all the bids downloaded with date.

After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members and TOC should prepare and submit TOC report.

The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of evaluation after approval by the competent authority shall be uploaded on the E-tender portal for information of all concerned clearly mentioning the qualified bidders and not qualified bidders (with reasons for non qualification).

The **FINANCIAL BID** shall be opened in the following manner:

- a) The folder marked "**Financial Bid**", will be opened only for those bidders who have been found eligible after evaluation of Qualifying Bids.
- ii) The date and time of opening of Financial Bid shall be notified on e-tendering portal for information of all the bidders.
- iii) After opening the "Financial Bid" the TOC shall prepare the report containing the bidder's name, bid prices, modifications, etc.
- iv) In case there is a discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quoted rates in words shall prevail.

16. CLARIFICATION OF BIDS BY THE BSNL:

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

17. VERIFICATION OF BIDS:

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 BSNL at its discretion may call for any clarification regarding the document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

18. PRELIMINARY EVALUATION:

BSNL 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.

Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations.

The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive.

The evaluation and comparison of responsive bids shall be on the percentage (above/below/at par) offered and indicated in schedule of quoting rates of the bid documents. Bidder quoting the lowest rates will be L-1 for this tender.

20. CONTACTING THE BSNL:

20.1 No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2 Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

21. AWARD OF CONTRACT & DISTRIBUTION OF WORK:

21.1 The BSNL shall consider award of contract only to L-1 bidder whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate.

21.2 If there are more than two tenderers at the same rates, the tenderer having highest experience in 7 or 5 years period category (as the case may be) shall precede to the one having lower experience while deciding ranking for considering for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out using the highest experience irrespective of criteria of 7 or 5 years period category.

22. BSNL'S RIGHT TO VARY QUANTUM OF WORK:

The quantity stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority.

However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted upto 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same.

23. Liability:

BSNL will not be liable to the contractor for any losses or damages, costs, charges which the contractor may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of permission from road authorities/local bodies/forest department.

24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS;

The BSNL 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 for the BSNL's action.

25. ISSUE OF LETTER OF INTENT:

25.1 The issue of letter of intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

25.2 The bidder shall within 14 days of issue of letter of intent, give his acceptance along with Performance security in conformity with **clause 5(ii) of Section V**, provided with the bid documents. However, Tender Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought are deemed fit.

26. SIGNING OF AGREEMENT:

26.1 Once the tender is approved by the competent authority and Letter of Intent (LoI) is issued, the contractor shall deposit the Performance Bank Guaranty (PBG) **within fourteen days**. The Bid Security deposited along with the tender shall be refunded to the bidder after signing of the agreement.

26.2 An agreement shall be signed after submission of PBG and material Security.

27. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

28. SECURITY CLAUSE:

Mandatory Licensing requirements with regards to security related concerns issued by Government of India from time to time shall be strictly followed.

29. ACTION By PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT:

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

(a) Failure to perform any other obligation(s) under the Contract; and

(b) Or any other default whose complete list is enclosed in Appendix-1 of Section-IV; Purchaser will take action as specified in Appendix-1 of Section-IV

----- END OF SECTION-IV -----

SECTION V

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. PRICES:

Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid. Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price except Goods and Service tax (GST) which will be paid at prevailing rate, during this period (proof of payment to the GST authority shall be submitted by the contractor on time to avail ITC by BSNL.)

2. SUB-CONTRACTS:

The contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances.

3. SECURITY:

(i) PERFORMANCE SECURITY:

- a. The successful bidder including MSE bidder shall submit an amount equivalent to **3 % of the tender approved value as security deposit by way of Performance Bank Guarantee (PBG)** within 14 days from the date of issue of LOI, in favor of Account Officer (Claim) O/o GMTD BSNL Shimla from any scheduled bank in India, and valid for 18 months from the date of issue of LOI.
- b. On receipt of PBG from the bidder, after confirmation of the genuineness of the PBG from the bank, the EMD, if any, received earlier, will be returned.
- c. The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract and warranty obligations.
- d. The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
- e. If there are recoveries to be made, Contractor shall deposit the money before the release of PBG for getting the PBG released and in failure to do so, PBG will be forfeited and recovery to be effected from the realized PBG amount and the balance amount, if any, after adjustment of recoveries, will be refunded to the bidder.
- f. It is the responsibility of the vendor to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PBG as the case may be.
- g. No interest will be paid to the contractor on the security deposit.

4. ISSUE OF WORK ORDERS AND TIME LIMIT:

- (i) Work will be executed by way of issuing work orders. Work orders may be issued in parts for a period as specified in the work order. The work order shall be for a part of work which will have to be completed in time as specified in work order.
- (ii) The work orders shall be issued by the AGM(CFA).
- (iii) The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or competent authority, the contractor is not executing the work at the required pace.

5. EXTENSION OF THE TIME LIMIT:

5.1 General:

- In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor.
- In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

5.2 Application for Extension of Time and Sanction of Extension of Time (EoT):

5.2.1 There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT), on account of which, he desires such extension, on the same day of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority with his detailed report, within two days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

5.2.1.1 The application contains the ground(s), which hindered the contractor in execution of work

5.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

5.2.2 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

5.2.3 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with Liquidated damages (LD) for delays in execution of works.

5.2.4 The competent authority shall grant EOT with time period for completion of work clearly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-in-charge.

5.2.5 If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration.

The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

6. WARRANTY:

6.1 The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, 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 contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. The warranty period for repair or replaced material is 06 months from date of repair or installation.

7. PAYMENT TERMS: The following documents are to be submitted along with the bills for claiming the payment:

The contractor should submit bills in duplicate .The checklist duly verified by concerned JTO/SDO and further c/s by DE concerned. Full Payment will be made on monthly basis on submission of bill/claim by way of RTGS/ECS as per agreement against the completed work as per work order. The monthly bill/claim will be submitted by the contractor along with following supporting documents to AGM (CFA) O/o GMTD Shimla-9.

- (a) The Satisfactory Service reports of the completed work showing Exchange/BTS wise details of DEA with Serial Numbers repaired during the reporting month duly signed by SDE/JTO or controlling Officer counter signed by the DE concerned shall be enclosed with bill.
- (b) Documents regarding payment of EPF, ESI (if applicable) and Goods & Services Tax etc. payable by the contractor as per his statutory Obligations if applicable.
- (c) Goods and Service Tax Number (GST No.) and PAN Number should be printed on the bill.
- (d) The bill should be submitted by 5th of every month. Claim may be not entertained if bill received after three months of completion of work.
- (e) Payments shall be released only after approval of SSA Head.

Checklist Points (To be endorsed on the bill) :

- (i) Work has been done satisfactory as per terms and condition of agreement no. _____ dtd _____
- (ii) Rate approved/accepted as per agreement
- (iii) All documents have been attached as required as per contract.
- (iv) No complaints received against contractor.
- (v) Nothing is due from contractor.
- (vi) No damages done by the contractor during performance of duty.
- (vii) No penalty is applicable as per contract.
- (viii) All statutory obligations as per labor laws (if applicable) have been

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compiled by the vendor.

8. Rescission / Termination of Contract:

8.1 Termination for Insolvency:

8.1.1 The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

8.1.2 Optional Termination by BSNL (other than due default of the contractor):

8.1.2.1 The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.

8.1.2.2 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipments and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct.

8.1.2.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract or any part of such items without any compensation, whatsoever, to the contractor.

8.1.3 Issuance of Notice:

The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract for approval.

9. INDEMNITIES:

9.1 The contractor shall at all times hold the BSNL harmless and indemnify BSNL from and against all action, suits, proceedings, works, cost, damages, charges claim and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim,

- damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 9.2 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

10 FORCE MAJEURE:

- 10.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason 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 (Herein after 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 such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.
- 10.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the BSNL select to retain.

11. ARBITRATION:

I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

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 revoke 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 and amended in 2015 for resolution of all disputes shall be followed, where the claim amount is up to 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 amended in 2015 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Department(s)/organisations(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise departments). Such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1) 2013-DPE(GM)/FTS-1835 dt. 22.5.2018.

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.

SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier. GST would not be liable on security deposit. But if supplier's security deposit is set off against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied on such amount as being set off.

17. TAX INDEMNITY CLAUSE

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

----- END OF SECTION V -----

Section-VI
E-tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, GMTD Shimla decided to use the E tender portal (<https://etenders.gov.in/eprocure/app>) through E- tender portal, Benefits to Suppliers are outlined on the Home-page of the e tender portal.

Instructions

1. Tender Bidding Methodology

Sealed Bid System – ‘Single Stage – TWO Envelope’

2. Broad outline of activities from Bidders prospective

1. Procure a Digital Signing Certificate (DSC)
2. Register on e- tender portal (<https://etenders.gov.in/eprocure/app>)
3. Create Users and assign roles on E-TENDER PORTAL
4. View Notice Inviting Tender (NIT) on E TENDER PORTAL
5. Download Official Copy of Tender Documents from E-TENDER PORTAL
6. Bid-Submission on E-TENDER PORTAL
 - a) 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 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
 - b) Utmost care may be taken to name the files/documents to be uploaded on E-TENDER PORTAL. 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 E- TENDER PORTAL	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
QA_Certificate	allowed	Upper & lower cases allowed

- c) It is advised that **all the documents to be submitted (See clause 5 of Section VI) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ 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 each document (Preferably below 5 MB) may be checked.
7. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL : Opening of Techno-commercial Part.
 8. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.
 9. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL: Opening of Financial-Part (Only for Technical Responsive Bidders)
 10. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.
- 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 E- TENDER PORTAL.

3. 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/contractor to have a Digital Certificate (DC).** Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the E-tender portal (<http://www.etenders.gov.in/eprocure/app>). Vendor/Contractor need to register on the e-tender portal. The vendor should visit the home-page of the e tender portal (<https://etenders.gov.in/eprocure/app>) and go to the e-procure link then select **Bidders Manual Kit**.

To use the Electronic Tender® e tender portal (<https://etenders.gov.in/eprocure/app> or through the circle website www.bsnl.co.in portal name vendor needs to register on the e tender portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/e tender portal, and click on the ‘Register Me’ tab on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender.

5. Method for submission of bid documents

In this tender the bidder has to participate in e-tender online.

5.1 Offline submission

The bidder shall submit the following documents offline to **The AGM(CFA) O/o BSNL GMTD Shimla, Block No.35, SDA Complex, Kasumpti, Shimla- 171009** on or before the

date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original i.e. DD/Banker Cheque/Bank Guarantee/proof of payment if paid through NEFT/RTGS
2. DD/ Bankers cheque against payment of tender fee /proof of payment if paid through NEFT/RTGS .
3. Power of attorney in accordance with clause available in tender.
4. MSE registration certificate if the bidder is claiming concession for Bid cost and Bid security.
5. Pass Phrase to open the tender document, if applicable.

5.2 Online submission:

Contents of first Envelope i.e. Techno Commercial Envelope
1. Scanned Copy of Demand Draft /Bankers Cheque/Proof of payment if paid through NEFT/RTGS of requisite value for the cost of tender document in token of purchase of tender document as per NIT.
2. Scanned Copy of Demand Draft/ Bankers Cheque/BG/Proof of payment if paid through NEFT/RTGS of requisite value for the Bid Security/EMD as per NIT.
3. Scanned copy of Latest and valid MSE Certificate duly issued by NSIC/MSME(if applicable).
4. Scanned copy of PAN Card.
5.Scanned copy of the EPF Registration Certificate.
6.Scanned copy of the ESI Registration Certificate if applicable.
7.Scanned copy of the GSTIN Registration Certificate.
8. Scanned copy of the Experience Certificate(s) in the prescribed pro forma Annexure-B as per NIT.
9. Scanned copy of Documents in support of registration of the Company/Firm/Proprietorship: <ul style="list-style-type: none">➤ The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.➤ Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.➤ Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
10. Scanned copy of Registered Power of Attorney (if applicable).
11. Original Tender document duly signed on all pages.
12. Tenderers/Bidder's Profile duly filled in as per Section -III
13. Scanned copy of Near relative certificate(s) in the prescribed pro forma as per Annexure-A.
14. Valid GST registration certificate or mention as unregistered dealer and a self-declaration along with the evidence that the bidder is not black listed by GST authorities.
15. Scanned copy of duly filled and signed Bid Form, Section- II of tender.
16. Scanned copy of Duly completed declaration about Genuineness of Documents Certificates

Contents of second envelope i.e. Financial Envelope

Schedule for Quoting the Rates(i.e.Section XX)

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6. Price Schedule /Schedule of Quoting Rates

Utmost care may kindly be taken to upload price schedule/Schedule of Quoting Rates. Any change in the format of Price Schedule/Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

1. Down load Price Schedule / Schedule of Quoting Rates.
2. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates
3. Save filled copy of downloaded price schedule/Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

For further instructions, the vendor should visit the home-page of the e tender portal (<https://etenders.gov.in/eprocure/app>), and go to the **Bidders Manual Kit**. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from E-tender portal or anywhere else.

The help information provided through 'E- TENDER PORTAL 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 prevent hiccups, and minimize teething problems during the use of E-TENDER PORTAL.

Note: The special instructions to contractors/Bidders for e-submission of bids online through <https://etenders.gov.in/eprocure/app>.

1. Bidder should do the registration in the tender site <https://etenders.gov.in/eprocure/app> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS/nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go throw' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **Tender Approving Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

**For any other queries, the bidders are asked to contact through
Mail:cppp-nic@nic.in / support-nic@ncode.in**

7. Key Instructions for Bidders

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER PORTAL.
2. Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E- TENDER PORTAL.
3. Get your organization's concerned executives trained on E- TENDER PORTAL using online training module well in advance of your tender submission deadline on E- TENDER PORTAL.
4. Submit your bids well in advance of tender submission deadline on E- TENDER PORTAL. as there could be last minute problems due to internet timeout, breakdown, etc.

(BSNL should not be responsible any problem arising out of internet connectivity issues).

While the first three instructions mentioned above are especially relevant to first-time users of E-TENDER PORTAL, the fourth instruction is relevant at all times.

8. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

----- END OF SECTION VI -----

SECTION VII SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.2 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.3 The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.4 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.5 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.6 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced.
- 1.7 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or any other ground he shall apply in writing to the Divisional Engineer on the same day of occurrence of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of **Tender Approving Authority** shall be final.
- 1.8 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.9 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part

- or whole of the security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or Final bill pending against any contract with the BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.
- 1.10 In the event of the contractor being adjudged insolvent or going voluntarily into liquidation of having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the **Tender Approving Authority**, shall have the power to terminate the contract without any notice.
- 1.11 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the **Tender Approving Authority** on behalf of the BSNL can terminate the contract without compensation to the contractor. However, **Tender Approving Authority**, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of **Tender Approving Authority** shall be the final.
- 1.12 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- 1.13 **Interpretation of the contract document:**
- 1.13.1 The representative of **Tender Approving Authority** and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement, the matter shall be referred to the Competent Authority whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.
- 1.2 **Notification:**
- 1.2.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons to authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and /or supporting figure and data as may from time to time as directed or required.
- 1.3 **Shut down on account of weather conditions:**
- 1.3.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other Force majeure conditions.

2. QUALITY OF WORK:

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

3. TAXES AND DUTIES:

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contract documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof. However, service tax (GST) shall be paid extra by BSNL as applicable.

4. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

The contractor shall be solely liable for all expense for and in respect of repairs and/or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/or incidental thereto.

The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to absolve the personal of property damages, resulting there from.

5. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

6.1 Obtaining License before commencement of work:

The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

8. COMPLIANCE WITH LAWS AND REGULATION:

8.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the

— contractor shall require any assignee or sub-contractor to share any portion of the work to be performed hereunder, the same may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

8.2The contractor shall also comply with the rule and regulation of EPF & ESI as per government rule and regulation from time to time at his own cost and expenses. The contractor shall indemnify the BSNL from any act or action in future or during the course of work in this regards at his own cost and expense. Tender Issuing Authority reserves the right to withhold the contractor amount upto 25% of tender value from the bills of contractor/security deposit in case of non-compliance of these rule and regulation by the contractor.

----- END OF SECTION VII -----

SECTION VIII

Format For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

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

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

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

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

Pro-forma of Performance Bank Guarantee (PBG)
(To be typed on non-judicial stamp paper of appropriate value)

Dated:.....

Performance Bank Guarantee (PBG)

Whereas<Contract awarding authority>(hereinafter referred to as BSNL)has issued an Award Letter no..... Dated...../...../20..... for awarding the work of Optical Fibre Cable Laying work to M/s (hereafter referred to as “Contractor”) and the BSNL has asked them to submit a performance bank guarantee in favour of O/o of Rs.- (hereafter referred to as “PBG. Amount”) valid up to/...../20.....(hereinafter referred to as “Validity Date”). Now at the request of the Contractor, We BankBranch having (Address) and Regd. office address as (Hereinafter called „the Bank”) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor 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 PBG 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.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor 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 Contractor 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 Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. 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.
4. 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 Contractor 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 Contractor or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Contractor 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.

5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the PBG 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.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Banker's Cheque in favour of

7. 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.....

----- END OF SECTION VIII -----

SECTION - IX

PROFORMA OF AGREEMENT

The successful tenderer shall have to execute the following agreement;

NIT No: Dated:

LOI No: Dated:

This agreement made on this _____ day of (month) _____ (year) _____ between M/s _____ herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Chairman & Managing Director, BSNL through <Tender Issuing Authority> herein after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the BSNL for the execution of work of Repair & Servicing of various capacities DEA sets in the jurisdiction of Shimla BA on call Basis the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits, as mentioned below, have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

a) PBG No: for Rs. Issued by: (Bank)

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

1) The contractor shall, during the period of this contract that is to say from.....
.....toor completion of work for
Rs. _____ (In words) _____ whichever is later
or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, and other associated works as described in tender documents (annexed to the agreement), when the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and

—
taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.

3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the Contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present herein set their respective hands and seals the day and year in _____

Above written:

Signed sealed & Delivered by
The above named Contractor in
The presence of.

Witness:

- 1.
- 2.

Signed & Delivered on behalf
of BSNL by the

Witness:

- 1.
- 2.

----- END OF SECTION IX -----

SECTION – X
WORK SCHEDULE AND SCHEDULE RATES

S.no.	Item	Qty	Rate (per unit)	Total Amount
1	Servicing of following rating Engine coupled with alternator i/c replacement of lub. Oil, lub. Oil filter, diesel filter, cleaning of air filter, complete cleaning of the DEA set, testing on load all as required.			
(a)	15KVA	45	5200	234000
(b)	30KVA	20	6350	127000
(c)	20KVA	15	6000	90000
2	Replacement of following faulty items in the existing DEA set complete with connections, testing all as required.			
(a)	Feed Pump	7	1500	10500
(b)	Nozzle 15/20/30KVA	10	1600	16000
(c)	Battery leads with terminal	10	700	7000
(d)	Flexible wire braided fuel pipe	30	850	25500
(e)	Stopper Relay	5	550	2750
(f)	DG stopper Horizontal	5	2500	12500
(g)	DG stopper Vertical	2	2700	5400
(h)	Bearing Replacement	4	650	2600
(i)	D.C. ammeter/Voltmeter	6	950	5700
(j)	Canopy Door Lock	12	550	6600
(k)	Coil 220V-ABB/LNT	6	800	4800
3	Repairing & Servicing of 12volt self starter i/c replacement of solenoid coil, cleaning, lubricating teeth etc. complete with testing as required.	6	4600	27600
4	Replacement of V-Belt of following capacities DEA set complete as required			
(a)	15KVA	5	725	3625
(b)	30KVA	5	810	4050
(c)	20KVA	3	686	2058
5	Replacement of following faulty items in the existing Engine instrument/ control panel complete with interconnections, testing all as required.			
(a)	Automatic battery charger (SMPS 10A rating)	60	3600	216000
(b)	Contacto 32A 415V TP (2NO+2NC)	12	3500	42000
6	Replacement of AVR of DEA sets complete as required 15/20/30KVA	20	6800	136000

7	Replacement Changeover switches of interconnections complete as required for 15/20/30KVA (63A)	10	3850	38500
8	Providing and making following provision in the existing control panel including wiring etc. complete including testing and commissioning etc. complete as required.			
(a)	Solenoid switch	5	3250	16250
(b)	Engine start relay	6	850	5100
9	Calibration of fuel injection (FI) pump i/c dismantling the fuel pump, cartage to the service station and refixing the same i/c injector timing & tappet setting, testing all as required.	4	8000	32000
10	Overhauling of DEA			
a	Major Overhauling of 15KVA DEA	2	45000	90000
b	Major Overhauling of 30 KVA DEA	2	50000	100000
c	Top Overhauling of 15KVA DEA	2	32000	64000
d	Top Overhauling of 30KVA DEA	1	35000	35000
e	Major Overhauling of 20KVA DEA	2	48000	96000
f	Top Overhauling of 20KVA DEA	2	32500	65000
11a	Alternator Rewinding main field wing 15KVA	5	10000	50000
b	Alternator Rewinding main field wing 30KVA	3	11000	33000
c	Alternator Rewinding Rotor wing 15KVA	3	8300	24900
d	Alternator Rewinding Rotor wing 30KVA	4	11000	44000
e	Starter Motor Rewinding 15 KVA	5	3950	19750
f	Starter Motor Rewinding 30 KVA	5	3960	19800
g	Alternator Rewinding main field wing 20KVA	2	11000	22000
h	Alternator Rewinding Rotor wing 20KVA	2	9800	19600
i	Starter Motor Rewinding 20 KVA	2	4700	9400
	Total			1765983

Note: - 1. The above Schedule of Rates is for the Repair & Servicing of various capacities DEA sets in the jurisdiction of Shimla BA on call Basis to be carried out as per the description of various items as specified in the NIT.

Note- 2 Above Standard Schedule of Rates are inclusive of all taxes and levies but exclusive of GST.GST shall be paid extra as applicable to the GST registered contractors.

----- END OF SECTION X -----

Section XI

ANNEXURE-A

NEAR RELATIONSHIP CERTIFICATE

1. The tenderer or his staff shall not be a working officer/official of the BSNL. The near relatives of all BSNL executive in the concerned territorial circle or non-executive employees working in the concerned SSA of the territorial circle in which the work is stipulated under this contract either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided family.
 - b) They are husband and wife.
 - b) The one is related to the other in the manner as father, mother son(s), son’s wife (daughter-in-law) Daughter(s) & daughter’s husband (son-in-law) brother(s) & brother’s wife, sister(s) & sister’s husband (brother-in-law).
2. **The tenderer (s) should give a certificate to the effect that none of his/her relatives as defined above are working in the SSA/Territorial Circle in which the work is stipulated under this contract.** In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....S/o.....

R/o.....

Here by certify that none of my relative(s) as defined above is/are employed in the SSA/Territorial Circle in which the work is stipulated under this 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”

DATE _____

SIGNATURE OF TENDERER WITH SEAL

----- END OF SECTION XI -----

Section XII

Annexure-B

Declaration about Genuineness of Documents/Certificates

(to be duly filled, signed, stamped, scanned and submitted
with other documents as per clause-7 of Section-IV)

I/We..... hereby declare that the information furnished in the bid in response to the NIT No. -----is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted electronically or as a hard copy. Further I also declare that I have submitted the tender document digitally signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/tempered/manipulated at any stage and the BSNL is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

----- END OF SECTION XII -----

SECTION XIII
BOQ

To be Filled online only

Validate Enter Help
Tender Inviting Authority: DMTD BSNL Shimla
Name of Work/Tender document for Optical Fiber Cable laying work in Shimla BA
NT No: 002/693/2022-23/SML/PLG/DG+Chambi-Chopal Dated 23/08/2022

Name of the Bidder/ Bidding Firm / Company

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

SL. No.	Item Description	NUMBER #	TEXT #	Quantity	Units	Estimated Rate in R. / P.	TOTAL AMOUNT Without Taxes in R. / P.	TOTAL AMOUNT With Taxes	TEXT #
1	Type of Works	1	4	5	6	7			
1.1	Service of following rating Engine coupled with alternator i/c replacement of lub. Oil, lub. Oil filter, diesel filter, cleaning of air filter, complete cleaning of the DEA set, testing on load all as required.								
1.3	30KVA	45	Nos	5200		234000.00	234000.00		NR Two Lakh Thirty Four Thousand Only
1.4	20KVA	20	Nos	6350		127000.00	127000.00		NR One Lakh Twenty Seven Thousand Only
2	Replacement of following faulty items in the existing DEA set complete with connectors, testing all as required.	15	Nos	6000		90000.00	90000.00		NR Ninety Thousand Only
2.1	Feed Pump								
2.2	Nozzle 15/20/30KVA	7	Nos	1500		10500.00	10500.00		NR Ten Thousand Five Hundred Only
2.3	Battery leads with terminal	10	Nos	1600		16000.00	16000.00		NR Sixteen Thousand Only
2.4	Flexible wire braided fuel pipe	10	Nos	700		7000.00	7000.00		NR Seven Thousand Only
2.5	Stopper Relay	30	Nos	850		25500.00	25500.00		NR Twenty Five Thousand Five Hundred Only
2.6	DG stopper Horizontal	5	Nos	550		2750.00	2750.00		NR Two Thousand Seven Hundred & Fifty Only
2.7	DG stopper Vertical	5	Nos	2500		12500.00	12500.00		NR Twelve Thousand Five Hundred Only
2.8	Bearing Replacement	2	Nos	2700		5400.00	5400.00		NR Five Thousand Four Hundred Only
2.9	D.C. ammeter/Voltmeter	4	Nos	650		2600.00	2600.00		NR Two Thousand Six Hundred Only
2.11	Canopy Door Lock	6	Nos	950		5700.00	5700.00		NR Five Thousand Seven Hundred Only
2.12	Coil 220V-ABB/LNT	12	Nos	550		6600.00	6600.00		NR Six Thousand Six Hundred Only
3	Repairing & Servicing of 12volt self starter i/c replacement of solenoid coil, cleaning, lubricating leetris etc. complete with testing as required.	6	Nos	800		4800.00	4800.00		NR Four Thousand Eight Hundred Only
4	Replacement of V-Belt of following capacities DEA set complete as required.	6	Nos	4600		27600.00	27600.00		NR Twenty Seven Thousand Six Hundred Only
4.1	15KVA								
4.2	30KVA	5	Nos	725		3625.00	3625.00		NR Three Thousand Six Hundred & Twenty Five Only
4.3	20KVA	5	Nos	810		4050.00	4050.00		NR Four Thousand Fifty Only
5	Replacement of following faulty items in the existing Engine instrument/ control panel complete with interconnections, testing all as required.	3	Nos	686		2058.00	2058.00		NR Two Thousand & Fifty Eight Only
5.1	Automatic battery charger (SMPS 10A rating)								
5.2	Contactor 32A 415V TP (2NO+2NC)	60	Nos	3600		216000.00	216000.00		NR Two Lakh Sixteen Thousand Only
6	Replacement of AVR of DEA sets complete as required 15/20/30KVA	12	Nos	3500		42000.00	42000.00		NR Forty Two Thousand Only
7	Replacement Changeover switches of interconnections complete as required for 15/20/30KVA (63A)	20	Nos	6800		136000.00	136000.00		NR One Lakh Thirty Six Thousand Only
8	Providing and making following provision in the existing control panel including wiring etc. complete including testing and commissioning etc. complete as required.	10	Nos	3850		38500.00	38500.00		NR Thirty Eight Thousand Five Hundred Only
8.1	Solenoid switch								
8.2	Engine start relay	5	Nos	3250		16250.00	16250.00		NR Sixteen Thousand Two Hundred & Fifty Only
9	Calibration of fuel injection (FI) pump i/c dismantling the fuel pump, cartage to the service station and refitting the same i/c injector timing & tappet setting, testing all as required.	6	Nos	850		5100.00	5100.00		NR Five Thousand One Hundred Only
10	Overhauling of DEA	4	Nos	8000		32000.00	32000.00		NR Thirty Two Thousand Only
10.1	Major Overhauling of 15KVA DEA	2	Nos	4500		9000.00	9000.00		NR Nine Thousand Only
10.2	Major Overhauling of 30 KVA DEA	2	Nos	5000		10000.00	10000.00		NR One Lakh Only
10.3	Top Overhauling of 15KVA DEA	2	Nos	3200		6400.00	6400.00		NR Sixty Four Thousand Only
10.4	Top Overhauling of 30KVA DEA	2	Nos	3500		3500.00	3500.00		NR Three Thousand Five Hundred Only
10.5	Major Overhauling of 20KVA DEA	1	Nos	4800		4800.00	4800.00		NR Ninety Six Thousand Only
10.6	Top Overhauling of 20KVA DEA	2	Nos	3250		6500.00	6500.00		NR Sixty Five Thousand Only
11.1	Alternator Rewinding main field wing 15KVA	5	Nos	1000		5000.00	5000.00		NR Five Thousand Only
11.2	Alternator Rewinding main field wing 30KVA	3	Nos	1100		3300.00	3300.00		NR Thirty Three Thousand Only
11.3	Alternator Rewinding Rotor wing 15KVA	3	Nos	830		2490.00	2490.00		NR Twenty Four Thousand Nine Hundred Only
11.4	Alternator Rewinding Rotor wing 30KVA	3	Nos	1100		4400.00	4400.00		NR Forty Four Thousand Only
11.5	Starter Motor Rewinding 15 KVA	4	Nos	3950		15790.00	15790.00		NR Fifteen Thousand Seven Hundred & Fifty Only
11.6	Starter Motor Rewinding 30 KVA	5	Nos	3960		19800.00	19800.00		NR Nineteen Thousand Eight Hundred Only
11.7	Alternator Rewinding main field wing 20KVA	2	Nos	1100		2200.00	2200.00		NR Twenty Two Thousand Only
11.8	Alternator Rewinding Rotor wing 20KVA	2	Nos	980		1960.00	1960.00		NR Nineteen Thousand Six Hundred Only
11.9	Starter Motor Rewinding 20 KVA	2	Nos	4700		9400.00	9400.00		NR Nine Thousand Four Hundred Only
Total in Figures							1765983.00	1765983.00	NR Seventeen Lakh Sixty Five Thousand Nine Hundred & Eighty Three Only
Quoted Rate in Figures							Select	0.00	NR Zero Only
Quoted Rate in Words							INR Zero Only		

Note: Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods & Service tax (GST). Goods & Service tax (GST) will be paid extra, as applicable.

----- END OF SECTION XX-A -----

Appendix-1 of Section 4		
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- 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 GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of AWO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning orders
	(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of AWO, ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for

		upto three years from date of issue of banning orders.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.)	<p>i) Cancellation of AWO.Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <p>iv) Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning orders.</p>
	(iv) If detection of default after issue of WO	<p>i) Termination/ Short Closure of WO and Cancellation of AWO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <p>iv) Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning orders.</p>
	Note 3:- 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 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors..</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order</p>

3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to 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 and cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in PO/WO/Contract	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 ii) If the material is inducted in the network & it is not possible to return it and/ or material is accepted 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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
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)	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 ii) If the material is inducted in the network & it is not possible to return it and/or material is accepted 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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD. And iii) Withdrawal of TSEC/ IA issued by QA Circle
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/Pg & SD etc. and by invoking 'Set off' Clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/	

	employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	<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 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>	<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. iv) Legal action will be initiated by BSNL against the Vendor if required.</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 service received if pending work does not affect the 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 equipments/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in the network & it is not possible to return it and/ or material is accepted 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. Undertake recovery of financial penalty</p>

		from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the PO/WO. ii) Settle bills for the service received if pending work does not affect the working or use of the supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. 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 equipments/ material (or its part). v) In case of turnkey projects, if the material is inducted in the network & it is not possible to return it and/ or material is accepted 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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<ul style="list-style-type: none"> i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<ul style="list-style-type: none"> i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of

		banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
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	The following cases may also be considered for Banning of business:	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.
	(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.	
	(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.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
	(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.	
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.		