



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

TENDER DOCUMENT
FOR
PROVISIONING OF HOUSE KEEPING
/CARETAKING SERVICES AT BTS SITES,
TELEPHONE EXCHANGES & TRANSMISSION
MAINTENANCE IN MANDI BUSINESS AREA
(MANDI & KULLU SSA)

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o GMTD Mandi HP-175001

No. GMTD/MND/CM/Housekeeping/T-2/2018-19/5 Dated:28/01/2020

Sub: - Tender documents for Provisioning of Housekeeping /Caretaking services at BTS sites, Telephone Exchanges & Transmission Maintenance in Mandi Business Area (Mandi & Kullu SSA)

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

Section No.	Item	Page No.
1. Part A	Detailed NIT	3
1. Part B	News Paper NIT	6
2.	Tender Information	7
3 Part A	Scope of work	8
3 Part B	Technical Specifications/ Requirements	12
3 Part C	Schedule of Requirements(SOR)	14
4 Part A	General Instructions to Bidders(GIB)	15
4 Part B	Special Instructions to Bidders(SIB)	27
4 Part C	E-tendering Instructions to Bidders (If applicable)	28
5 Part A	General (Commercial) Conditions of Contract (GCC)	32
5 Part B	Special (Commercial) Conditions of Contract (SCC)	42
6	Undertaking & declaration	43
7	Performa (s)	44
8	Bidder's profile & Questionnaire.	51
9 Part A	Bid Form	53
9 Part B	Price Schedule(Financial Bid)	54

Kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

AGM CM Mandi

Tel.: 1905-226634, FAX: 01905-225299

SECTION – 1 Part A

DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o GMTD Mandi HP-175001

No. GMTD/MND/ CM/Housekeeping /T-2/2018-19/5 Dated: 28/01/2020

E-Tenders are invited by GMTD for Provisioning of House Keeping /Caretaking services at BTS sites , Telephone Exchanges & Transmission maintenance in Mandi BA (Mandi & Kullu SSA) as per following details.

S. No.	Name of the Item/ Work	Estimated Quantity (in Rs)	Bid Security/Earnest Money Deposit Amount for the tender (in Rs)	Tender Document Cost (in Rs)
1	PROVISIONING OF HOUSE KEEPING /CARETAKING SERVICES AT BTS SITES, TELEPHONE EXCHANGES & TRANSMISSION MAINTENANCE IN MANDI BUSINESS AREA (MANDI & KULLU SSA)	1,26,00,000/- (Per annum)	3,15,000/-	2360/-

Note 1: The quantity stated above is estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

- 2. Purchase of Tender Document:** Tender document can be obtained by downloading it from the Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)
- 2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (Cash) O/o GMTD BSNL, Mandi Himachal Pradesh and payable at Mandi.
- 2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.
- 3.0 Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website www.hp.bsnl.co.in from 29/01/2020 onwards. The same tender document is uploaded on BSNL website shall be made available on e-tender portal (URL: <https://eprocure.gov.in/eprocure/app>) from 28/01/2020 from 18.00 Hrs onwards for start on online bid submission.
- 3.1 As tenders invited through e-tendering process, physical copy of the tender document would not be available for sale.
- 3.2 Deleted

Note 2: The Tender document shall not be available for download after its submission / closing date.

4. Eligibility Requirements

4.1 All prospective bidders should have Average Annual financial turnover not less than 30% of the estimated cost during the last 3 financial years i.e 2016-17, 2017-18 and 2018-19. The turnover certificate should be signed by the Chartered Accountant/ Auditors of the concerned unit.

4.2 The prospective bidders should also satisfy following conditions:

The prospective bidder should have completed similar work in BSNL / MTNL / PSU / Govt. department / other telecom operators as per detail given below in the last five years ending last day of month previous to the one in which tender is invited.

a) Three similar completed works each costing not less than the amount equal to 40% of estimated cost.

or

b) Two similar completed works each costing not less than the amount equal to 50% of estimated cost.

or

c) One similar completed work costing not less than the amount equal to 80% of estimated cost.

The Experience certificate should be issued by an officer not below than the rank of Group A or STS or equivalent. In respect of experience certificate issued by telecom service providers other than BSNL/MTNL it must be issued by the head of operations unit which has called the tender/ EOI.

5. Bid Security/EMD:

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

(a) Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (Cash) O/o GMTD BSNL, Mandi Himachal Pradesh and payable at Mandi (HP).

b) Bank Guarantee from a scheduled bank drawn in favour of GMTD Mandi, Bharat Sanchar Nigam Limited, which should be valid for 210 days from the tender opening date.

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

6. Date & Time online Submission of Tender bids: on or before 17:00Hrs of 19/02/2020

Note 3: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7a. Submission of documents: To AGM CM O/o GMTD Mandi HP up to 11:30Hrs of 21/02/2020.

7b. Opening of Tender Bids: 12:00 Hours of 21/02/2020

7c. Bid clarification date and time 10/02/2020 at 11:00AM

8. Place of opening of Tender bids: GMTD Office Mandi (HP)

- 8.1** The tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. In this case the tender will be opened at GMTD BSNL Office at Palace Colony Mandi, HP-175001.
- 9.** Tender bids received after due time & date will not be accepted.
- 10.** Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 11.** GMTD BSNL Mandi reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 12.** The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 12.1** In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 4: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 5: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION – 1 Part B
BHARAT SANCHAR NIGAM LIMITED
O/o GMTD BSNL Mandi HP-175001

NOTICE INVITING TENDER

NIT No. GMTD/MND/CM/Housekeeping/T-2/2018-19/5 Dated: 28/01/2020

E-Tenders are invited by GMTD Mandi from the prospective bidders for the following work:

Name of the work	Estimated cost (in Rs.)	EMD (in Rs.)
PROVISIONING OF HOUSE KEEPING/CARETAKING SERVICES AT BTS SITES, TELEPHONE EXCHANGES & TRANSMISSION MAINTENANCE IN MANDI BUSINESS AREA (MANDI & KULLU SSA)	1,26,00,000/- (Per annum)	3,15,000/-

Last date of submission of e-tender online is 19/02/2020 up to 17:00 Hrs.

For further detailed information, kindly visit Central Public Procurement Portal
[URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)

Asstt General Manager (CM)
O/o GMTD BSNL Mandi
HP-175001
Tel. No. 01905-226634
FAX No. 01905-225299

SECTION- 2
Tender Information

1. **Type of tender- :**
 - a) Two Stage.
 - b) No. of Envelopes for submission of Bids: Single

2. **Bid Validity Period / Validity of bid Offer :180 days from the tender opening date.**

3. The envelope will be named as "Tender document for Outsourcing of Infra maintenance in Mandi BA" will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and shall contain one set of the following documents :-
 - a) **Techno-commercial envelope** shall contain :-
 - (i) EMD as stated in DNIT (Section 1 Part-A)
 - (ii) Cost of the tender documents i.e. tender fee as per DNIT(Section 1 Part-A).
 - (iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT (Section 1 Part-A)
 - (iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
 - (v) Integrity Pact (if applicable)
 - (vi) Clause by clause compliance as per clause 11.2 of Section-4A
 - (vii) Bidder's Profile & Questionnaire duly filled & signed (Section 8)
 - (viii) Non-Relation Certificate duly filled & signed (Section 6)
 - (ix) Undertaking & declaration duly filled & signed (Section 6)
 - (x) Documents stated in clause 10 of Section-4 Part A.
 - (xi) Tender documents duly signed at each page for having read it & accepted it.
 - (xii) Tender/ Bid form duly filled (Section 9 Part A)

- Note 1:** In case of e-tendering, if bidder is unable to upload any of the documents listed above, he may submit the same physically. However EMD & cost of tender document will be submitted in original in physical form.

- Note 2:-** In case of e-tendering, all documents as stated above are required to be submitted offline (i.e. offline submissions) to AGM CM O/o GMTD Mandi on or before the date & time as stated in DNIT.

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

4. Deleted
5. Payment terms: As stated in clause 11 of Section 5 Part-A

6. Delivery Schedule: As per Purchase Order issued from time to time.

SECTION- 3 Part A

SCOPE OF WORK

1.General :

E-Tenders are invited from interested parties for Provisioning of House Keeping /caretaking services at BTS sites , Telephone Exchanges & Transmission Maintenance in Mandi Business Area (Mandi & Kullu SSA). After evaluation the successful party will be called to sign the agreement for a period of one year, which can be extended further up to a period of one year in steps of 3 months as per performance of the contractor.

- 1.1 The Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with Department.
- 1.1 The Department reserves the right to black list a bidder for suitable period in case he fails to honour his bid without sufficient grounds.
- 1.2 The Department reserves the rights to counters offer price(s) against price(s) quoted by any bidder.
- 1.3 Any clarification issued by Department, 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. At the time of work if any injury / accident/death are caused to any worker employed by the contractor or to any person, the contractor shall be solely responsible and will have to pay compensation for the same. The department /BSNL will not be responsible for such incident.
- 1.4 If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then BSNL shall give notice in writing of the fact to 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 specification, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.5 Whenever any claims against the contractor for the payment of a some of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc. forming the whole part of such security or running /final bill pending against any contract with 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 there after 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.
- 1.6 The contractor shall not engage any departmental employee for getting the job executed. The department does not undertake any responsibility for providing employment/any other facility to the labourers/ persons engaged by the contractor.
- 1.7 No official of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an Engineering Wing or any other cell of BSNL is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of BSNL as aforesaid before submission of the engagement in the contractor's service as the case may be.

- 1.8 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under 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 GMTD Mandi shall have the power to terminate the contract without any notice.
- 1.9 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD Mandi on behalf of CMD BSNL can terminate the contract without compensation to the contractor. However GMTD Mandi 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 GMTD Mandi shall be final.
- 1.10 In the event of the contractor, binding 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.
- 1.11 A log book should be maintained by the contractor showing information on day to day basis.
- 1.12 Interpretation of the contract document:
- 1.12.1 The representative of **GMTD Mandi** 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 **GMTD Mandi** 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.
- 1.12.2 Name /Location and number of sites may be added/deleted at any point of time giving written notice to the contractor of 7 days by BSNL
- 1.12.3 Manpower/House Keeping/caretaking services can be utilized for mobile services including C-Top
Up/SIM sale/Other marketing activities.
- 1.13. NOTIFICATION:**
- 1.13.1 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 or authorities involved and advised of the progress of operations through out the performance of the work and /or with such other information and / or supporting figures and data as may form time to time as directed or required
- 1.14. Shut down on account of weather conditions:
- 1.14.1 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 BSNL or deemed advisable on account of bad weather conditions or other Force majeure conditions
- 2. STORES, TOOLS AND DUTY:**
- 2.1 The contractor shall provide at his own cost all tools, plants appliances, implements measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works.
- 2.2 During the contract period any damage/ loss caused due to negligence of the contractor or his employee or any breach of tender condition the GMTD Mandi reserves the right to recover all such damages or loss from the security deposit & bills and terminate the contract.
- 2.3 The Department will not take any responsibility for loss or injury to the contractor or his employees.

- 2.4 The contractor shall be responsible for the safe custody of all material supplied to him by the Department, which in the contractor's custody whether, or not installed in the work .The contractor shall satisfy himself regularly the quantity of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.
- 2.5 The contractor shall take appropriate action for preventing all sorts of loss, accident, damage, fire etc. and he will be wholly responsible to make good such loss occurred due to above instances.
- 2.6 Personnel employed for maintaining the plants should bear good character and antecedent and honest.
- 2.7 Contractor will ensure provision of Mobile connections to persons engaged and to be communicated to the concerned DET/SDE/Incharge.

A. Scope of Work

1. List of Sites where services are required in Mandi SSA

(NBSNL Sites=17, USO Sites=16 & Transmission Maintenance =10 , Total=43):-

Category of Sites	List of sites			
a) Non BSNL Sites (Non Tribal Area)	1	JIMJIMA	11	PANJAIN
	2	AIHJU	12	PHOOLDHAR
	3	BALHRA (BALDAWARA-I)	13	THAKARTHANA
	4	CHINDI	14	CHOPRU (Thunag)
	5	KAMLAH	15	KALIGARH
	6	KHUIDHAR	16	GOGHARDHAR
	7	KEHANWAL	17	BBMB COLONY
	8	NAINADEVI		
	9	BHIULI		
	10	MURARI DEVI		
b) USO-BSNL Sites (Non Tribal Area)	1	BALASH	9	HADSAR
	2	BANDLI	10	JAIDEVI
	3	BATDHAR	11	JAROL
	4	BHANWAR	12	KALOHDHAR
	5	BHARARU	13	KAMALPUR
	6	DEORIDHAR	14	SAITHAL
	7	GARBASRA	15	SUDHAR
	8	GUTHLA	16	TIKKAR

*** Name /Location of BTS/Telephone Exchange and number of sites may be added/deleted at any point of time giving written notice to the contractor of 7 days by BSNL.**

**2. List of Sites where services are required in Kullu SSA
(NBSNL Sites=17, USO Sites=5, Tribal sites=10 & Transmission
Maintenance =4 , Total=36):-**

Category of Sites	List of sites	
a) Non BSNL Sites in	1	BARSHENI
	2	BANDAL
	3	BARSHOGI
	4	DEORIDHAR
	5	GADHIAR
	6	JALUGRAN
	7	JARI
	8	JIA
	9	KOLIBEHAR
	10	MAJACH
	11	MANIKARAN
	12	OLD MANALI+PRINI
	13	PALCHAN+DHUNDI
	14	RANGRI+KANYAL
	15	TEEL
	16	UPPER OJHARI
	17	RANGARI
b) USO-BSNL Sites in	1	BALH
	2	BAYASAR
	3	CHHOTI NERI
	4	DEVGARH
	5	KALANG
c) Non BSNL Sites in (Tribal Area)	1	KOKSAR
	2	CHALOLI
	3	DARCHA
	4	MINDAL
	5	TINGRIT
	6	KOLANG(JISPA)
	7	TINDI
	8	BARRING
	9	TELLING
	10	PURTHI

**** Name /Location of BTS/Telephone Exchange and number of sites may be added/deleted at any time giving written notice to the contractor of 7 days by BSNL.***

SECTION- 3 Part B TECHNICAL SPECIFICATIONS/ REQUIREMENTS

Services Required to be Performed

WORK IN TELECOM INSTALLATIONS/EXCHANGES, TELECOM BUILDINGS INCLUDING BSNL GSM BTS sites :-

The following points will be in the purview of this contract.

1. Services of the deployed person at BTS/Telephone Exchange can be utilized at nearby other BTSs by concerned area DE/SDE/JTO.
2. Lodging complaint with HPSEBL in case of mains failure and to pursue for restoration of HPSEBL supply.
3. Checking of dip-stick of E/A, the oil level should not be allowed to fall below the low level of mark on the dip-stick. If it does fall below the low level mark, it should be intimated to the SDE concerned.
4. In case of main failure, engine alternator should be started within 5 minutes and E/A should be stopped, when main supply resumed. In case of low voltage, engine alternator should be operated within 5 minutes from occurrence of low voltage.
5. Diesel Filling : Loading /unloading and filling of diesel in DG sets (which may be Located at roof top also). Starting/stopping of the DG set in case of power failure and making entries in the log book. **Pilferage of diesel will lead to severe penalty and recovery from the vendor.**
6. Refueling of diesel in DG sets and maintaining log book of diesel refueling.(The contract for the supply of diesel on site shall be separate and is not part of this contract).
7. Cleaning of BTS equipment, power plant, electrical panel, DG sets, batteries, oil tanks and shelter and BTS premises etc on day to day basis. BSNL shall provide due cleaning material and required tools in this regard.
8. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
9. Topping up of DG batteries, its cleaning and applying petroleum jelly on terminals Material required in this regard shall be provided by BSNL.
10. Cleaning and maintenance of battery sets and power plants.
11. Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge.
12. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required.
13. All precautionary measures before running the work should be taken and checked, i.e. lubricating oil check, frequency meter are to be checked before "Engine Alternator" set is on load. Cooling system of E/A, temperature and oil pressure are to be checked during function of the E/A.
14. Services for operation and day to day maintenance, checking, cleaning of the BTS site, Shelter, other equipments and A.C units where ever applicable.
15. Intimation to the concerned in- charge regarding stock position of fuel, condition of battery and normal general condition of the E/A and other equipments.

16. Wherever any technical problems develop the same should be reported to the concerned in-charge.
17. To keep the engine in good and smooth running condition.
18. Any damage caused due to negligence of the contractor or delay in reporting to the concerned in-charge, will be made good from the contractor.
19. Any lost/ damage fire/ accident will be made good from the contractor.
20. Taking all preventive measures to avoid such occurrence.

21. File handling, Arranging chairs & tables, distribution of snacks / tea / drinking water to all officers / officials as and when required.
22. Keeping drinking water in all sections and any other works allotted by officers. Any other works that may be incidental and related to proper up keep of the Telecom site.
23. Extending due help in any maintenance work of telecom installation.
24. Ensuring safety of BTS equipment and all other associated equipment and infrastructure items installed at the station.
25. The representative of the contractor shall be required to fill log book provided by BSNL at the respective sites. The logbooks shall have the data /records in respect of inventory at site, day to day operations of DG sets, details of activity performed by BSNL or contractors representatives at site and it shall be responsibility of contractor.
26. Any other activity not listed above, but required to be done to maintain the site in good working condition, and meeting the requirement of SLA as agreed herein.
27. Collection of electricity bill ,taking electric meter reading every month and sending it to the BSNL Office. The electricity (HPSEBL) supply fault is to be booked and perused with HPSEBL for early restoration of electricity fault else reporting to the SDE in-charge in case of any problem.
28. Switching on and switching off of ACs.
29. Cleaning of power plant, DG battery, firefighting equipment, other equipment along with cutting of grass, bushes etc. to maintain cleanliness at site.
30. Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message immediately.
32. Help in testing of fire alarm, firefighting equipment etc when desired by officer in charge.
33. Any other works that may be incidental and related to proper up keep of the telecom site.

34. Contractor should be fully responsible for any kind of theft/sabotage at non-BSNL site.
35. Trench digging work during the transmission fault in Optical fiber cable route.

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

S.No.	Name of Item	Quantity (in Nos)
1	NBSNL sites in Mandi BA	34
2	USO Sites in Mandi BA	21
3	Tribal sites in Mandi BA	10
4	Transmission maintenance	14

Note: BTS Sites/Telephone Exchanges/Transmission maintenance route area can be added/changed as per the requirement from the field after taking the approval for expenditure from the competent authority.

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section – 1 Part A i.e. Detailed NIT.
- 2.2 The bidders downloading the tender document are required to submit the tender fee (along with applicable GST) amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **10 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 DOCUMENTS COMPRISING THE BID

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

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

8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule shall have to be uploaded digitally only, indicating the goods/services to be supplied.

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax on packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The bidder has to only give quote for contractor's margin on monthly basis over and above the minimum wages and EPF.
 - (b) The supplier shall quote as per price schedule given in Section 9 part B for the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system/services offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document.
- 9.7 Deleted.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - b) Dully attested copy of PAN and EPF registration.
 - c) Dully attested copy of Goods and Services Tax Registration Certificate No(s). or mention as unregistered dealer.
 - d) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
 - e) In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.
 - f) In case of multiple GST numbers, all the numbers can be provided as Annexure Note for BSNL Users Cells only : It may kindly be noted that (i) procurements should not be made from a GST black-listed supplier as BSNL would not be able to avail the input tax credit charged by the supplier in case the supplier is GST black-listed i.e. poor compliance rating.
(ii) GSTIN registration number(s), which need to be quoted mandatorily.
 - g) Additional documents to establish the eligibility and qualification of bidder as specified in DNIT (Section-I Part A).
 - h) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - i) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - j) Certificate of incorporation.
 - k) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

10.2 Documentary evidence for financial and technical capability

- a) The bidder shall furnish Annual Turnover Report as stated in clause 4.1 of Section 1 Part-A or a certificate from its bankers to assess its solvency/financial capability.
- b) The bidder shall furnish documentary evidence about service capability necessary to perform the contract.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) Deleted
 - (b) Deleted
 - (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of Section- 5 Part A & B shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2 above, the bidder shall note the standards for the workmanship.

12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.3 & 27.3 of this section..
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;
 - (c) The front bidder shall submit an irrevocable undertaking in non-judicial stamp paper of appropriate value duly signed by it and its technology/ consortium partner stating that both of them i.e. the front bidder and its technology/ consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

- 14.1. The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of 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.

15.0 SEALING AND MARKING OF BIDS

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

15.1.1 The bids may be called under

- a) Single stage bidding & Single envelope system OR
- b) Single Stage Bidding & Two Envelope System

16.0 SUBMISSION OF BIDS

- 16.1. Bids must be submitted online by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT and afterwards the documents shall be submitted as per clause 7a & 7b of DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 Not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

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

purchaser.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT (Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 D).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
- (i)** In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.
 - (ii)** The techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.
 - (iii)** The following information should be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
 - (iv)** The following information should be read out at the time of Financial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any 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. The Technical bid will be first evaluated out of which financial bid will be opened afterwards by declaring the date on online portal for the responsive bids only.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule in Section 9 Part-B Part-I (Indigenous items) and Col 22 of Price schedule in Section 9 Part-B Part-II (Imported items) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.

- (a) Duties ,taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.

- (b) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties ,Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (c) In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm
- (f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the supplier.
- (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the supplier.

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh. The extension period can be up to 6(Six) month only.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat provision of Housekeeping Services at BTS Sites /Telephone Exchanges work order up to 100% of the quantities of goods and services by taking extension of tender from GMTD Mandi up to maximum period of one year.

The tender awarded shall generally remain valid for a period of one year. BSNL reserve the right to extend the tender for maximum six month on the same rates ,terms and conditions as per bid document and it will have binding upon the bidder. **However, BSNL reserve right to close the contract with one month written notice to the contracted party.**

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Section-7C.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in more than one stage as per the requirement subject to the tendered quantity.

28. SIGNING OF CONTRACT

- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.3 & 27.3 of this section.

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS

The supplier shall have Quality Management System supported and evidenced by the following:

- a) The supplier has to provide quality of services as per the specifications mentioned in Section 3 Part-B.
- b) A management representative with authority and responsibility will check regularly the services being given by the supplier, in case of non-fulfillment of the requirements deductions will be made from the monthly bills.
- c) Periodical internal quality audits can be conducted if required.

31. REJECTION OF BIDS

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

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- g) Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender.
- h) If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course.

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

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted

by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

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

32. Purchaser's right to disqualify

Purchaser reserves the right to disqualify the supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment/services in time. Further, the suppliers whose equipment/personel does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

33. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

34. NEAR-RELATIONSHIP CERTIFICATE

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

Note: To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part will be submitted by the participant bidder duly authenticated by the authorized signatory along with EMBG (bid security) of requisite amount and will be checked at the time of tender opening. The documents / papers to be submitted in respective bid part will be explicitly mentioned in clause- 31(vii) of Section-4 Part A. This bid part already signed by the authorized representative of the bidder company during bid submission) will be signed by the in charge of the tender opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one.

36. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents.

37. Reservation/ Procurement from MSE units: Deleted

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. **Eligibility Conditions**

Eligibility conditions as mentioned in DNIT (Clause 4).

2. **Bid Security**

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

3. **Validity and Extension**

The tender will remain effective for one year from the date of agreement and can be extended with the approval of the competent authority for a period of 3 months every time up to a maximum extension period of one year depending upon the satisfactory performance.

Note: *L-1 will be decided based on the price quoted by the bidder.*

Section- 4 Part C

E-tendering Instructions to Bidders

General

Important Guidelines to Bidders Regarding Online Tendering (E-Tendering)

Bidder is required to have class 3 digital signature certificate (DSC).

Every bidder has to get himself registered on Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). He has to pay online registration charges depending on his category to Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) while having registration. The payment will be made in online mode only.

For Registration: open Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)>> Register Me >> Read Instruction Carefully >> Fill Form >> Upload Credential Documents >> Make Registration Charges Payment >> Save Acknowledgement >> Send request Letter on your letter pad (scanned copy) alongwith the credential documents.

After sending of request letter and other documents by you, your user id will be activated within one working day and you will be intimated through email. After activation of your user id you will be able to login.

To request for tender documents and participate in tender, bidder has to request/apply online through Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) After receiving the documents online, bidder has to upload EMD details, required documents and price bid (duly downloaded file in excel format and filled in) on Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)

Bidders are advised to complete all bidding procedure well before last date and time to avoid last hour hassles. BSNL or e-tendering service provider shall not be responsible for any failure due to any circumstances.

For any help, please contact on. 0120-4200 462 or 0120-4001 002.

A user manual for vendor (bidder) is also available. (Home page >>Click to view latest circulars / Formats / Manuals >> General >> Vendor Manual_New Version >> Vendor_Detailed_HELP_MANUAL_BSNL.)

Bidder has to pay online registration fees Central Public Procurement as prescribed at Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) for getting registered for e-tendering. Other than that bidder has to pay processing fees as applicable for each tender depending on the estimated cost of the tender, which can be viewed online on Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)
All amounts paid by bidders except EMD are non refundable.

The bid can only be submitted after uploading mandatory documents like Demand draft for bid document cost and EMD.

1. Tender Bidding Methodology:

Tender is required to be submitted online on the Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) afterwards the entire requisite documents as per tender document and duly signed bid document except financial bid shall be placed in an envelope. The envelope shall be sealed (Wax/Tape) properly and submitted by post or by hand to AGM CM O/o GMTD Mandi HP-175001.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
 2. Register on Electronic Tendering System[®] (ETS) in this case tenderwizard.com/BSNL
 3. Create Users and assign roles on ETS
 4. View Notice Inviting Tender (NIT) on ETS
 5. Download Official Copy of Tender Documents from ETS
 6. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
 7. Bid-Submission on ETS
 8. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
 9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
 10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
 11. Participate in e-Reverse Auction on ETS
- For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

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 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 Electronic Tender[®] portal (Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)), vendor needs to register on the 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/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda

6. Offline Submissions:

The bidder is requested to submit the documents offline to

AGM CM

O/o GMTD Mandi

HP-175001

on or before the date & time of submission of documents as specified in DNIT.

The envelope shall bear (name of the work and NIT number), words 'DO NOT OPEN BEFORE'

(due date & time).

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is

brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. E-Reverse Auction: Deleted

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)),

11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.
- Registration from Central Public Procurement Portal
[URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)
- Scanned copy of the documents to be uploaded.

12. Deleted

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the estimated tender cost within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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

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

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

5. INSPECTION AND TESTS

5.1 The Purchaser or its representative shall have the right to inspect and test the goods/services as per prescribed test schedules for their conformity to the specifications.

5.2 Should any inspected or tested goods/services fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods/services or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

5.3 Suitable deductions will be made in case supplier fails to supply the goods/services timely, however the total deductions of all such instances shall be limited to 10% of the total cost of contract.

5.3.1 An amount of worth Rupees 200/- per delayed hours during service hours may be deducted from the contractor ,if the deployed manpower/ house keeping service fails to attend the fault at location/site with in period of 2Hrs after confirmation of the fault..

5.4 Deleted

5.5 Deleted

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

6.1 Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and shall remain at the risk of the supplier until delivery has been completed.

6.2 The delivery of the goods and documents shall be completed within time frame stated in note 7 of Clause 6 of Section-2 (Tender information).

6.3 Deleted

6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. TRAINING

Deleted.

8. INCIDENTAL SERVICES

- a. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
- b. The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
- c. The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Section 3 at his own cost and shall recoup the same from time to time.
- d. Contractor shall be liable for all payments of wages/salary through cheque/online mode only, to all employees & shall comply with all statutory laws, rules, relating to employment, wages, EPF, ID, act etc. The per site charges will include minimum wages as notified by Ministry of Labour, Government of India from time to time, Employer's contribution to EPF (Employer's share), service charges quoted by the bidder in the financial bid.
- e. The GST will be extra and will be paid as actual applicable.
- f. The Contractor shall be liable for any theft, sabotage etc. of BSNL property and the damages/losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge immediately.
- g. The Contractor agrees to protect, defend, indemnify and hold BSNL and its employees, officers, directors, agents or representatives harmless from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
 - i. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
 - or
 - ii. Any breach of the terms and conditions in this agreement by Contractor This clause shall survive even on the termination or expiry of this agreement.
- h. BSNL Shall not be liable for any act of commission or omission of any third party.
- i. The Contractor will be bound by all the aspects and legal issues relating to the labor laws.

9. SPARES

Deleted

10. WARRANTY

Deleted

11. PAYMENT TERMS

- 11.1 Payment shall be made on receipt of monthly bills from the contractor for the specified month, for claiming this payment the following documents are to be submitted to the paying authority.
 - (a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), EPF/ESI any other Duties and Taxes, Freight/Packing Charges, etc.
 - (b) The details of the online transactions/chq. Along with bank accounts of the sender and receiver for the payments made to the labour during the previous month.
 - (c) Challans of EPF paid to the authority along with UAN of the employee/ labour employed for the work.

- (d) Satisfactory work certificates from the site in-charges.
- (e) The payment shall be made to the labour engaged by the contractor as per the minimum wages rates of Central govt. declared from time to time during the contract period.
- (f) Proof of payment of GST, if applicable. The GST or duties/Taxes shall be clearly mentioned in the invoice/bill given by the supplier on monthly basis even if it is to be paid by BSNL directly.
- (g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

- 11.2 The payment shall be released by the CSC cell of HP Telecom Circle directly in the account of the contractor. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.
- 11.3. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.
- 11.4. No payment will be made for shortage of services than the PO quantity.
- 11.5. The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-
 - (a) Beneficiary Bank Name:
 - (b) Beneficiary branch Name:
 - (c) IFSC code of beneficiary Branch
 - (d) Beneficiary account No.:
 - (e) Branch Serial No. (MICR No.):

12. PRICES

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN PURCHASE ORDERS

- 13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) Deleted
 - (b) Deleted
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
- (a) forfeiture of its performance security,
 - (b) imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :

- (b) Deleted.
- (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
- (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A& Part B.
- (f) BSNL shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the PBG or future bills.

15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

16.1 The date of delivery of the stores/services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed within allotted timeframe. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

- (a) Should the supplier fails to deliver any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) Deleted
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 10% (Ten percent).

16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

16.4 Deleted

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

Note : 1. In case of turnkey projects, the additional BG and LD clauses related to delay in Installation & commissioning activities, shall be fine-tuned to meet the requirements of the project and shall be included in the special conditions Section-5 Part B of the concerned bid document) after approval of the Management. In these cases, the tender approving authority as per delegation of financial powers shall be competent authority to decide applicability of LD on the Installation and commissioning portion in case delay is on part of BSNL. However, for supply of equipment in such projects, the terms and conditions shall be the same as mentioned in clauses 15.3 and 16.2 of Section-5 Part A.

17. FORCE MAJEURE

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

18. TERMINATION FOR DEFAULT

- 18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- (a) if the supplier fails to deliver any or all of the goods or services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;
 - (b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - (c) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 18.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

20. ARBITRATION

- 20.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGMT HP Telecom Circle. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement.

In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT HP Telecom Circle shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 20.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 20.3 The venue of arbitration shall be BSNL Circle office, Shimla H.P.

21. SET OFF

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

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier. GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

22. INTIMATION OF SUPPLY STATUS

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

23. DETAILS OF THE PRODUCT

Deleted

24. FALL CLAUSE

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

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

And / or

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

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

- 24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "*We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.*"
- 24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION

- 25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

"This Contract/ PO is subject to jurisdiction of Court at Mandi only".

Note:- *Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

- 26. 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

27. GST Invoice

- 27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 27.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 27.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 27.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 27.8. E-waybill number should be mentioned on the invoices.

27.9. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:

(i) Uploading appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

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

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

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

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

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

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

1. Quality Assurance:

- a) The services will be accepted only after receipt of attendance certificates/ satisfactory service delivery report by the site in charge.
- b) The contractor shall be responsible for provision of the services as per section 3 for the sites premises mentioned in work order/PO during the service timings specified for each site. Section 3 Part-B lays out the services required at each site. Any additional site which is not mentioned in Section 3 Part A can be added with mutual consent.
- c) The contractor's representatives shall be responsible for calling the concerned officer in charge for the telecom site both at the time of the starting as well as end of duty from the site. At any point if the contractor's representative fail to do so, 5% of the monthly contract amount of that site will be deducted from their payment for every instance of such negligence on their part. In addition, if during any visit, the contractor's representatives are not found to be present at the time of duty, 10% of the monthly contract amount will be deducted from their payment for every instance of such negligence on the part of the contractor.
- d) For all telecom sites for which the contract has been given to the contractor, BSNL reserves the right to monitor the provision of services at any time through visits to the site. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that site will be deducted from their payment for every instance of such negligence on the part of the contractor.
- e) The contractor is required to change the representative of a site if multiple acts of negligence are pointed out for the same site or in case he refuses to perform the duty as per the site in charge (SDE) of the concerned site.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

The format of the certificate to be given is "*I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.*"

Signature of the tenderer

With date and seal

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ 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 GMTD BSNL
Mandi H.P. (Hereafter referred to as BSNC) for participation in the tender of work
of vide tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNC 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 BSNC 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 BSNC 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 BSNC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNC 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 BSNC that the BSNC 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 BSNC 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 BSNC or any indulgence by the BSNC 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 BSNC 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 BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD BSNL Mandi HP" payable at Mandi.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas GMTD BSNL Mandi H.P.
R/o(hereafter referred to as BSNC) has issued an
APO no. Dated/...../20..... awarding the work
of to
M/s

R/o (hereafter referred to as "Bidder") and
BSNC has asked him to submit a performance guarantee in favour of GMTD BSNL Mandi HP of
Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter
referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the BSNC that if in the opinion of the BSNC, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNC the said sum limited to P.G. Amount or such lesser amount as BSNC may demand without requiring BSNC to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNC shall be conclusive as regards the liability of Bidder to pay to BSNC or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNC regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNC 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 BSNC against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNC or any indulgence by BSNC to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC 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 BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD BSNL CO" payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

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

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender
no. in respect
of (Item of work) which is due
to open on (date) in the Meeting Room,
O/o

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

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign
Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

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

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

Registered A Due

Address of the purchaser

To

M/s

.....

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

Ref :Your letter no..... dated

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

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

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

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

Yours faithfully,

(.....)

for and on behalf of.....

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

7(E)- Model Amendment Letter for Extension of Delivery Period
Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due

Address of the purchaser
.....

To

M/s
.....

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

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

2. This office letter no. dated intimating conditions for DP extension

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

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

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

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

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

Yours faithfully,

(.....)

for and on behalf of.....

Copy to :

.....

.....

.....

(All concerned)

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

SECTION- 8
Bidder's profile & Questionnaire.

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

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
-
- Telephone No. Mobile No. FAX No.
3. Address of place of Works/ Manufacture
-
- Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address
.....
.....

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

B) Questionnaire

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

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

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

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....

<complete address of the purchaser><complete address of the Bidder>

.....

.....

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

Ref: Your Tender Enquiry No.dated

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

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

Section 9 Part B

Financial Bid

NIT NO: GMTD/MND/CM/Housekeeping/T-2/2018-19/5

Dated: 28/01/2020

Name of Bidder			
Rates offered			
S.No.	Name of Item	Rate to be Quoted as per following	Rate in Rs. (Service charges except GST)
1	Charges for providing services for each BTS site/Telephone Exchange & with Transmission team per month over and above the minimum wages, EPF/ ESI contribution (NBSNL/USO sites/Tribal sites)	Employer's Share per site	

Note:

1. The bidder shall quote only the service charges over and above the minimum wages. The minimum wages include EPF contribution and ESI contribution, if applicable.
2. The GST if any will be paid by BSNL as per the rules and regulations applicable from time to time.
3. The actual rate per site will be the minimum wages for tribal/non-tribal site plus the service charges as quoted by the bidder.
4. The employer's share is to be quoted in rupees only.
5. BSNL reserve the right to change/add/delete the proposed location of site at the time of commencement of contract.

Declaration by bidder

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

This is only sample of the financial bid, bidder shall not fill the rates in this document. The rates are to be filled in separate excel sheet available as Cost Bid in the Tender online.