



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

**TENDER DOCUMENT FOR**

**SUPPLY OF SECURITY GUARDS**

**FOR**

**THE YEAR 2018-19**

**IN**

**SHIMLA BUSINESS AREA AND CGMT**

**OFFICE**

**SECTION-1**  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
Office of General Manager Telecom District Shimla (HP)- 171009  
**SHIMLA SSA**

**No. : GMTD/SHIMLA/E-Tender/Security Guards /2017-2018/19 Dated 28.02.2018**

**Sub: Supply of Security Guards for various locations in Shimla Business Area and CGMT Office.**

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

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

**AGM (Admn) Shimla**

**Tel.: 0177-2626600, 2624700, FAX: 0177-2628434**

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**Signature of Bidder**

## SECTION – 1 Part A

### DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o GMTD Shimla HP-171009

The General Manager Telecom District, Shimla on behalf of CMD, BSNL invites E-tenders for supply of armed and unarmed security guards in Shimla Business Area and CGMT Office of BSNL from Private Security Agencies registered with Himachal Pradesh Government under Private Security Agencies (Regulation) Act 2005 to provide Security Services.

Name of Work	Estimated Cost in Rs.	EMD (in Rs.)	Remarks
Deployment of Security Guards (15 Unarmed+1 armed) in Shimla Business area of BSNL.+ 4 Security Guards (Unarmed) in CGMT Office	Rs. 46,97,000/-Annum	Rs. 1,17,425/	The validity of tender will be for one year from the date of signing of agreement with an option for extension for a further period of one year as per same terms & conditions with mutual consent..

**Note 1:** The number of Security Guards stated above are 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 contract or during the currency of the contract.

**Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) under free view section.

2.1 The bidders downloading the tender document are required to submit the tender fee amounting to **Rs 590/- (Five Hundred Ninety only)** through DD / Banker's cheque 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 (Claim), BSNL, Shimla (Himachal Pradesh) and payable at Shimla.

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

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from **04/03/2018 onwards up to 26/03/2018.**

3.1 As tender is being 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 on its submission / closing date.

4. **Eligibility Criteria:** -

a) The bidder should be having a valid current license under Private Security Agencies Regulation) Act,2005 to operate as a Private Security Agency in Himachal Pradesh from the Controlling Authority as specified in Himachal Pradesh Private Security Agencies (Regulation) Rules,2011.

b) The bidder should have experience of Supply of Security Guards / Housekeeping staff /manpower for infra maintenance in any Central Government Department/ Semi Govt. organization/PSUs/State Government Department in the last seven years (ending 31<sup>st</sup> December, 2017) and should have executed

i) Three completed works costing not less than the amount equal to 40% of the estimated annual cost.

or

ii). Two completed works costing not less than the amount equal to 50% of the estimated annual cost.

or

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

The experience certificate should have been issued by AGM/Divisional Engineer level officer.

c) Average Annual financial turnover of the bidder during the last 3 years, ending 31<sup>st</sup> March, 2017, should be at least 30% of the estimated annual cost.

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

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(Claim), BSNL, Shimla Himachal Pradesh and payable at Shimla.

b) Bank Guarantee from a scheduled bank drawn in favour of GMTD Shimla, 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 of Submission of Tender bids:** on or before **14:30 Hrs of 26/03/2018**

**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 (Admn) O/o GMTD Shimla HP up to 14:30Hrs of 26/03/2018.**

7b. **Opening of Tender Bids: 15:00 Hours of 26/03/2018.**

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

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 (POTOE) from the comfort of their offices.

**In this case the tender will be opened at GMTD BSNL office at Block N0-35, SDA Complex, Shimla (HP)-171009.**

8.2 Deleted

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

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

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

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

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

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
Office of General Manager Telecom District Shimla (HP)- 171009

**NOTICE INVITING TENDER**

**NIT No. :GMTD/Shimla/E-Tender/Security Guards /2017-2018/19    Dated 28. 02.2018.**

E-Tenders are invited by GMTD, BSNL, Shimla from the prospective bidders for the supply of security guards in Shimla Business Area and CGMT Office. Last date for on line submission of bid is 14:30 Hrs of 26.03.2018

For more details please visit [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)

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**AGM (Admn)**  
**O/o GMTD BSNL Shimla**  
**HP-171009**  
**Tel. No. 077-2626600, 2624700**

## 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 bidder is required to submit one set of following documents, satisfying the eligibility / Technical & commercial conditions, physically in a sealed envelope to AGM (Admn) O/o GMTD Shimla on or before the date & time as mentioned in DNIT. The envelope shall will be named as **“Tender document for Supply of Security Guards in Shimla BA and CGMT Office”** and should contain the phrase: **“Do Not Open Before (due date & time of opening of tender)”**.

**Techno-commercial envelope** shall contain:-

  - i) EMD
  - ii) Cost of the tender documents i.e. tender fee.
  - iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
  - iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
  - v) Integrity Pact (if applicable)
  - vi) Clause by clause compliance as per clause 11.2 of Section-4A
  - vii) Bidder's Profile & Questionnaire duly filled & signed.
  - viii) Undertaking & declaration duly filled & signed
  - ix) Documents stated in clause 10 of Section-4 Part A.
  - x) Tender documents duly signed each page for having read it & accepted it.
  - xi) Tender/ Bid form- Section 9 Part A
  
4. **The bidder** is required to upload all of the documents listed above in Clause 3, except EMD & cost of tender document which shall be submitted only in original in physical form.
  
5. Deleted
  
6. **Payment terms:- As stated in clause 11 of section 5 Part A.**

## **SECTION- 3 Part A**

### **SCOPE OF WORK**

**A. General :**

**The work will consist of Supply of armed and unarmed Security Guards for various locations in Shimla Business Area and CGMT Office. The number of security guards shall be as per requirement.**

**B. Scope of Work:**

**The work will consist of Supply of Security Guards for security in Shimla SSA at various locations and CGMT Office. The security guards may be posted for round the clock duty or for night duty or for one shift only.**



## SECTION- 3 Part B

### TECHNICAL SPECIFICATIONS/ REQUIREMENTS

1. The security guards deployed by the Security Agency shall be well trained, disciplined who shall safeguard the buildings, moveable and immovable assets, equipments and other items at BSNL premises from any thefts, pilferage or damage.
2. The security guards shall maintain discipline, law & order and shall check trespassing and also ensure safety of the employees, visitors, guests or any other persons working in the complex/premises.
3. The security guards shall be responsible for locking of all rooms in the premises after office hours, switching off lights, fan and other electrical appliances.
4. Only persons fulfilling the eligibility conditions of Section 10 of Private Security Agencies (Regulation ) Act 2005 shall be engaged as Security Guard.
5. The security guards shall possess physical standards as stipulated in Rule 6 of Himachal Pradesh Security Agencies(Regulation) Rules 2011 reproduced below:

***“6) Standard of Physical Fitness for security guard:***

*(1) A person shall be eligible for being engaged as guard if he fulfills the physical fitness standards as specified below:-*

- a) shall have a clear vision with or without corrective lenses and shall not have such low vision as to render him unfit for duty of a supervisor or guard,*
- b) hearing shall be free from defect and he shall be able to hear and respond to the spoken voice and the alarms generated by security equipments;*
- c) the candidate shall have dexterity and strength to perform searches, handle objects and use force for restraining individuals in case of need; and*
- d) the candidate shall be free from evidence of any contagious or infectious disease. He shall not be suffering from any disease, which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.*

*(2) Agency shall ensure that every guard working for it undergoes a medical examination after every two years from his last such examination so as to ensure the continued maintenance of physical standards.*

*(3) The guard shall produce the medical fitness certificate from an authorized medical officer who shall be a Medical Practitioner registered with any of the Medical Councils of a State. The Form for fitness shall be such as may be approved by the Controlling Authority.*

*Provided that the standards in sub-rule (1) given above shall not apply to a person who has served in Armed or Police Force of the Union or any State for a period of 5 years and in case of Home Guards or Fire Services personnel, for a period of 8 years before their discharge from the said force provided they were not discharged from the said force for any medical reasons.”*

5. The agency will be required to submit the medical fitness certificate of all the security guards engaged by it to AGM (ADMN.).
6. The agency will be required to check the character antecedents of the security guards as per Rule 4 of *Himachal Pradesh Security Agencies (Regulation) Rules 2011*.
7. The agency shall provide training including firefighting training to the security guards as per Rule 5 of the *Himachal Pradesh Security Agencies (Regulation) Rules 2011*.
8. The Agency shall issue uniform and kit to every guard and the guards shall wear the same while on duty. The uniform and badges provided to the guards shall not be similar to that of the Army or Navy or Air Force or B.S.F or C.P.Os or any State Police or Central and State Govt. or Armed Police Forces in India. Moreover as per Rule 16 *Himachal Pradesh Security Agencies(Regulation) Rules 2011* every Agency shall issue and make it obligatory for its guards to put on; while on duty, in addition to the uniform,-
  - (a) an arm badge distinguishing the Agency;
  - (b) shoulder or chest badge to indicate his position in the organization;
  - (c) whistle attached to the cord and to be kept in the left pocket;
  - (d) shoes with eyelet and laces; and
  - (e) headgear which may also carry the distinguishing mark of the Agency

## SECTION-3 Part C

### SCHEDULE OF REQUIREMENTS (SOR)

Sr No	Name of Sub Division	Name of site where S.G. required to be deployed	No of S.G	Name of site where Gunman required to be deployed	No of Gunmen	Remarks
1	I/C CTO	CTO Bldg. Shimla	4	CTO Bldg. Shimla	1	Round the clock duty
2	OCB Exchange	OCB Exchange Chhota Shimla	3			Round the clock duty
3	GMTD, Shimla	O/o GMTD Shimla-9	3			Round the clock duty
4	SDE (MM)	Telecom Store at Shanan Shimla-6	3			Round the clock duty
5	Rampur	T.E. Bldg, Rampur	1			
6	Reckongpeo	Telephone Exchange, Kaza	1			
7	CGMT office	Block No-11, SDA Complex, Shimla-9	4			Round the clock duty
	<b>Total</b>		<b>19</b>		<b>1</b>	

AGM (Admn)

O/o GMTD, Shimla-9

## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1.0 DEFINITIONS

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Shimla BA.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods/services 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 i.e. detailed DNIT.

#### 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 and 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 **seven 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 as per clause 11.2
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

## **8.0 BID FORM**

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

## **9.0 BID PRICES**

- 9.1 The bid price should be given in the financial bid Section-9, Part-B, and will remain same during the validity of the tender. The price should be in Rs. and not in %age.
- 9.2 Deleted
- 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 offered.
- 9.5 Deleted
- 9.6 Deleted
- 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) Documents as required under Clause 4 (Eligibility Criteria) of the DNIT Section 1.
  - b) 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.

- c) EPF registration details with documentary proof
- d) ESI registration details with documentary proof
- e) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- f) 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).
- g) Documentary proof of GST registration.
- h) PAN Number Detail
- i) Certificate of incorporation in case the bidder is a Company.
- j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

Clause by Clause compliance required as per Clause 11.

10.2 Documentary evidence for financial and technical capability

- a) The bidder shall submit the documentary evidence for turnover during last three financial years as required in eligibility criteria.

**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 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 AMC (Section- 5 Part A & B) shall not be considered.

11.3 Deleted

**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 on 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/ Letter of intent satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;

### **13.0 PERIOD OF VALIDITY OF BIDS**

- 13.1 Bid shall remain valid for a period as specified in clause 2 of Tender Information/Section -2. 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 SystemThe details of sealing & marking of bids in each case is given below:

### **16.0 SUBMISSION OF BIDS**

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in DNIT online [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) after which submit documents offline as per 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.

**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) 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 C).

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

**(i)** 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 TEC will evaluate Techno-commercial bids & the report of TEC 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.

**(ii)** 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.

**(iii)** The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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



## **20.0 CLARIFICATION OF BIDS**

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

## **21.0 PRELIMINARY EVALUATION**

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Deleted
- 21.3 Deleted
- 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/services offered along with all applicable Taxes, but excluding taxes which are creditable to BSNL.
- (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.

22.3 Deleted

### **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 work orders for commercial supplies/services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. 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.
- 24.4 Deleted.

### **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 at the time of award of contract or during the currency 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 Purchase Order (P.O) given from time to time in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc

and supplies to be obtained within delivery period scheduled afresh.

- c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.
- d) The approved rates will be valid initially for a period of one year. BSNL reserves the right to extend the validity for One year on the same terms and conditions with mutual consent.
- e) In case of changes in the wages by the Government ,the tendered amount of the tender will automatically change and in the event of extension of tender, the tendered amount will automatically increase to that extent

**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/Letter of Intent shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order/Letter of intent, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Section-7B.

**28. SIGNING OF CONTRACT**

- 28.1 The issue of Purchase order/Work 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.

**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**

Deleted

**31. REJECTION OF BIDS**

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

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The 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 PART B 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 Part B /Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Deleted

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

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

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. 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 in time. Further, the suppliers whose equipment 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. Deleted**

**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.. 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. Necessary guidelines in this regard shall be issued separately.

## 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 Section 1/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 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. **Distribution of Quantity:** Deleted

## 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 [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). He has to pay online registration charges depending on his category to M/s ITI Limited (tenderwizard.com) while having registration. The payment will be made in online mode only.

**For Registration:** open website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) >> 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 you uploaded while having registration through email to [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) to activate your User Id.

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 [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). 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 [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

**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 011-49424365**

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 to ITI Limited as prescribed at [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) 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 [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

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 website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) 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 (Admn) O/o GMTD Shimla HP-171009.



## 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 (<https://www.tenderwizard.com./BSNL>), 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.  
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 hard copy of documents submitted online in a properly sealed envelope to:-

**AGM(Admn)**  
**O/o GMTD Shimla**  
**HP-171009**

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

The envelope shall bear (name of the work), the NIT number and the 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. Deleted.**

**10. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>),

**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 [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)
- Scanned copy of the documents to be uploaded.

## 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/services.

#### 2. STANDARDS

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

#### 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 10% of the value of contract value within 14 days from the date of issue of Letter of intent by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank on the proforma provided in 'Section-7B of this Bid Document or FDR pledged in favour of AO(claim), O/o GMTD, BSNL, Shimla..
- 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

Deleted

#### 6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and 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 the goods shall remain at the risk of the supplier until delivery has been completed.
- 6.2 Deleted
- 6.3 Deleted
- 6.4 The extension of delivery period against the purchase order/work 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

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

- (a) Performance or supervision of on-site of the supplied services;
- (b) Deleted
- (c) Deleted

**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 Price, Goods and Services Tax (GST), EPF/ESI any other Duties and Taxes, etc.
- (b) The details of the online transactions/chq. Along with bank accounts of the sender and receiver for the payments made to the security guards during the previous month.
- (c) Challans of EPF/ESIC paid to the authority along with UAN of the employee employed for the work.
- (d) Satisfactory work certificates from the site in-charges.
- (e) The payment shall be made to the security guard 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.
- (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/pledged FDR 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 work order.

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. No payment will be made for shortage of services than the work order quantity.

**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**

No subcontracts are allowed.

### **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) as per provision given below :

- (b) Deleted.
- (c) Deleted.
- (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.

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**

Deleted

**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 provide services as per requirements
- (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.

**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

## 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 with in six months to the sole arbitration of the CGMT, HP Circle Shimla or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT, HP Circle Shimla or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT, HP Circle Shimla or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, HP Circle Shimla or the said officer. The agreement to appoint an arbitrator will be in accordance with the amended Arbitration and Conciliation Act 2015 as amended from time to time. 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 Circle Shimla or the said officer 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 CGMT, HP Circle Kasumpti Shimla or the office of the Arbitrator situated at Shimla.

## 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**

Deleted

**23. DETAILS OF THE PRODUCT**

Deleted

**.24. FALL CLAUSE**

Deleted

**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.

**26. General Guidelines:-**

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

**27. GST Invoice**

27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

27.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.

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

27.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.

27.8. 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 need to pay the entire self-assessed tax on timely basis.

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

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

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

- 27.10 All the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 27.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 27.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

## SECTION –5 Part B

### **SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

(To be provided by User cell)

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

1. The contractor shall abide by all the Central and State laws related to engagement of labour including but not limited to :
  - i) The Payment of Wages Act, 1936 (4 of 1936).
  - ii) The Industrial Disputes Act, 1947 (14 of 1947).
  - iii) The Minimum Wages Act, 1948 (11 of 1948).
  - iv) The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952).
  - v) The Payment of Bonus Act, 1965 (21 of 1965).
  - vi) The Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970).
  - vii) The Payment of Gratuity Act, 1972 (39 of 1972).
  - viii) The Equal Remuneration Act, 1976 (25 of 1976).
  - ix) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (30 of 1979).
2. The contractor shall submit monthly duty chart in advance to AGM(Admn) Shimla. The contractor shall ensure that weekly off and other admissible Holidays are given to the security guards as per rules and necessary arrangement is made to provide security on all days of the week.
3. The contractor shall be responsible for settling any dispute with the security guards on his own and shall indemnify BSNL against any complaint or legal case instituted by the security guard(s).
4. Penalty:
  - i) In case any location is found unguarded then a penalty of Rs. 75/Hour subject to maximum of Rs 500 per day and further subject to maximum penalty of 10% of the total amount of wage for that particular month will be imposed and deducted from the bill of the contractor.
  - ii) If there is any incidence of theft/loss/damage at the location being guarded by security guard due to their negligence, then recovery of an amount equal to the loss suffered by BSNL will be done. The determination of loss will be done by BSNL and cannot be challenged by the contractor.

**SECTION-6  
UNDERTAKING & DECLARATION**

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

**SECTION- 7**

**PROFORMAS**

**7(A) For the BID SECURITY/ EMD Guarantee**

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

**Sub: Bid Security/EMD guarantee.**

Whereas M/s .....  
R/o ..... (Hereafter referred to as Bidder) has  
approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G.  
Amount") valid up to ...../...../ 20..... (hereafter known as the "Validity date") in favour **A.O (Claim)**  
**O/o GMTD Shimla (HP)** (Hereafter referred to as BSNL) for participation in the tender of work  
of ..... vide tender no. ....

Now at the request of the Bidder, We .....  
Bank .....Branch  
having ..... (Address) and  
Regd. office address  
as .....

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

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

sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim) BSNL, O/o GMTD payable at Shimla.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

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

Dated:.....

**Sub: Performance guarantee.**

Where as **GMTD Shimla(HP)** R/o .....(hereafter referred to as BSNL) has issued an PO no..... Dated ...../...../20..... awarding the work of ..... to M/s ..... R/o ..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of **A.O (Claim) O/o GMTD Shimla (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 ..... Bank .....Branch having ..... (Address) and ..... Regd. office address as ..... (Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

**Signature of Bidder**

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "A.O (Claim) O/o GMTD Shimla (HP)" payable at Shimla (HP).
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

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

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

**Subject:** Authorization for attending Bid opening

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

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

.....

Signature of the Representative

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

.....

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.





**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) inHP? If so state its Address  
.....

**Signature of Bidder**

- .....
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 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. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% 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 ..... 2018...

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**

No. : GMTD/Shimla-Tender/Security Guards /2017-

2018/19 Dated 28.02.2018

Name of Bidder				
Rates offered				
S.No.	Name of Item	Rate to be Quoted as per following	Rate in Rs.	
			In Figure	In Words
1	Charges for providing security guard services without arms for each location per month over and above the applicable minimum wages, EPF/ ESI contribution.	Employer's Share per Security Guard		
2	Charges for providing security guard services with arm for each location per month over and above the applicable minimum wages, EPF/ ESI contribution	Employer's Share per Security Guard		

**Note:**

1. The bidder shall quote only the service charges over and above the minimum wages. The minimum wages include EPF contribution by employer and ESI contribution, if applicable.
2. If any firm/vendor quotes the charges as Zero/Nil, it shall be treated as a invalid quote and shall result in summarily dismissal/unresponsive of the financial bid even though the firm otherwise technically qualifies, comparison will be made for responsive financial bids only.
3. In case of same rate by more than one firm ,the total turnover of the firm for providing the Services during the preceding 3(three) financial years/works will be the criteria for finalizing the Tender(firm with higher turnover will be considered). Copies of turnover statements duly Certified by the Chartered Accountant are to be furnished with the technical bid.
4. The rates should be reasonable.
5. The GST will be paid extra by BSNL.
6. The actual rate per security guard will be the applicable minimum wages including EPF,ESI plus the service Charges as quoted by the bidder.
7. The employer's share is to be quoted in Indian rupees only.
8. BSNL reserve the right to change/add/delete the proposed location at the time of commencement of contract
9. Payment for the duty performed by the security guards on weekly off shall be extra and will be paid @ 1/30<sup>th</sup> of the wages for a month.

**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.**