

E-TENDER DOCUMENT



Connecting India

BHARAT SANCHAR NIGAM LIMITED

Office of the GMTD, Block No. 35, SDA Complex, Kasumpti, Shimla-171009

BID DOCUMENT

FOR

**“Rehabilitation of Outdoor Network in Shimla Telecom District of HP Circle”
(For the Year: 2018-19)**



BHARAT SANCHAR NIGAM LIMITED
Office of the GMTD, Block No. 35, SDA Complex, Kasumpti, Shimla-171009

PLANNING SECTION

BID DOCUMENT

E-TENDER FOR “Rehabilitation of Outdoor Network in Shimla Telecom District of
HP Telecom Circle”

Tender Quantity: As per Section VI(Annexure-B)

VALIDITY OF OFFER – 150 DAYS

NIT No : 002-605/2018-19/Tender/Rehabilitation of O/D Network/Plg/SML/09 Dated 31.08.2018

Tender Opening Date 06.10.2018 at 15: 00 HRS.

SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)
Block No. 35, SDA Complex, Kasumpti, Shimla-171009

From:

AGM (Planning)
O/o GMTD Shimla,
Block No. 35, SDA Complex,
Kasumpti, Shimla (HP) -171009

To,

.....

NIT No. 002-605/2018-19/Tender/Rehabilitation of O/D Network/Plg/SML/09 Dated 31.08.2018

Sub: - Tender documents for "Rehabilitation of Outdoor Network in Shimla Telecom District of HP Telecom Circle"

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

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Kindly submit your bid offers online for electronic tendering at the portal detailed in e-tendering Instructions to Bidders on or before date & time specified in detailed NIT.

AGM (Planning)
O/o GMTD, Shimla-9
Tel.: 0177-2626344
FAX: 0177-2622531

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath New Delhi -110 001. Web: www.bsnl.co.in

Section-I (Part-A)

BHARAT SANCHAR NIGAM LIMITED
Office of the General Manager Telecom District, Shimla-171009

Detailed Notice Inviting e-Tender(DNIT)

NIT No. 002-605/2018-19/Tender/Rehabilitation of O/D Network/PIg/SML/09 Dated 31.08.2018

Digital e-tenders are invited by GMTD Shimla on behalf of BSNL for "Rehabilitation of Outdoor Network in Shimla Telecom District of HP Telecom Circle" for one year.

Date/Time of submission of Bid online : 06.10.2018 upto 14:30 Hrs.
Date/Time of submission of Bid Physically : 06.10.2018 upto 14:30 Hrs.

Description of Work	Estimated Cost (Rs)	EMD (Rs)	Cost of Tender Document	Date of Opening
Rehabilitation of Outdoor Network in Shimla Telecom District of HP Telecom Circle	8,54,800.00	21370.00	590.00	06.10.2018 at 15:00hrs

1. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the e-Tender link of website:- <http://www.tenderwizard.com/BSNL> and for viewing purpose on www.hp.bsnl.co.in
 - 1.1 The bidders downloading the tender document are required to submit the tender fee amount through DD / Banker's cheque along with their bid failing which the bid shall be left archived unopened / rejected.
The DD/ banker's cheque shall be drawn from any Nationalized / Scheduled Bank in favour of "AO(Claim), O/o GMTD, Shimla" and payable at "Shimla".
 - 1.2 The tender documents shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.
 - 2.0 In case of tenders invited through e-tendering process, physical copy of the tender document would not be available for sale.
- Note 1:** The Tender document shall not be available for download on its submission / closing date.
3. **Eligibility Criteria:** - The prospective bidders should satisfy following conditions:-
 - 3.1 The bidder should have completed the similar nature work (Rehabilitation of Outdoor Network such as Cabinet , Pillar & DP etc as per schedule of requirement) in BSNL/MTNL/PSU/Govt. Department as per detail given below during last three financial years and ending last day of month previous to one in which tenders are invited.
 - I. Three similar completed works each costing not less than the amount equal to 40% of estimated cost.
OR
 - II. Two similar completed works each costing not less than the amount equal to 50% of estimated cost.
OR

III. One similar completed works costing not less than the amount equal to 80% of estimated cost.

The experience certificate should be issued by an officer not below the rank of STS or equivalent.

- 3.2 The bidder should have Valid GST Number, and PAN/TAN Number.
- 3.3 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their bid. All documents submitted will also be self attested by the bidder.
- 3.4 EMD as per clause 4 of Section-I, Part-A below and amount as per DNIT Table above, Bids without EMD will be rejected outright.
- 3.5 Only bids pursuant to clause 1.1 & 1.2 of DNIT will be entertained.
- 4.0 **Bid Security/EMD:**
- 4.1 The bidder shall furnish the bid EMD as a Demand Draft/Banker's cheque drawn in favour of "AO (Claim), BSNL, O/o GMTD, Shimla-171009" and payable at "Shimla".
- 4.2 The MSME 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.

The Physical documents as per Note 4 in Section-II, in the bid shall be dropped in the Tender box available in GMTD office or shall be sent by registered post/Speed Post and should reach in GMTD Office Shimla up to 14:30 Hrs on date of opening of bid. BSNL will not be responsible for any postal delay.

Note 2: 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.

5. **Opening of Bids:** As per DNIT table.

6. **Place of opening of Bids:**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the "Block No. 35, SDA Complex, Kasumpti, Shimla-171009", where BSNL's Tender Opening Officers would be opening the online e-Tender. Kindly refer Section-II of Tender document for further instructions.

- 7. Tender/ bids received after due time & date will not be accepted.
- 8. Incomplete, ambiguous, Conditional, unsealed bids are liable to be rejected.
- 9. GMTD, Shimla reserves the right to accept or reject any or all bids without assigning any reason. He is not bound to accept the lowest tender/bid.
- 10. The bidder shall furnish a declaration in his 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.
- 11. In case of any correction/ addition/ alteration/ omission in the tender document, the bid shall be treated as non responsive and shall be rejected summarily.

Note 3: 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 4: All computer generated documents should be duly signed / self attested by the bidder/ vendor organization.

Note 5: The "Shimla Telecom District of HP Telecom Circle" comprises of Shimla Revenue District, Kinnaur Revenue District, Spiti Portion of L&S Revenue District, Anni & Nirmand area of Kullu Revenue District of State of Himachal Pradesh.

**AGM (Planning)
O/o GMTD, Shimla-9
Tel.:0177-2626344,
FAX: 0177-2622531**

SECTION – 1 (Part B)

NEWS PAPER N.I.T. (NNIT)

BHARAT SANCHAR NIGAM LIMITED

O/o GMTD, Block-35 SDA Complex, Kasumpti, Shimla-9

NOTICE INVITING E-TENDER

NIT NO. 002-605/2018-19/Tender/Rehabilitation of O/D Network/Plg/SML/09 Dated 31.08.2018

E-tenders are invited on behalf of BSNL by GMTD Shimla for “Rehabilitation of Outdoor Network in Shimla Telecom District of HP Circle”

Last date of receipt of on line bid is 06.10.2018 up to 14:30 Hrs.

For details visit :- www.tenderwizard.com/BSNL or www.hp.bsnl.co.in

GMTD SHIMLA

SECTION – 1 (Part C)

CHECKLIST OF BIDDER

Checklist for Bidder	
S. No.	Contents of 1st Envelope (Techno-Commercial Bid)
1	DD for Tender Fee as per DNIT (Scanned copy on http://www.tenderwizard.com/BSNL portal and Physically to Tender Inviting Officer in case of e-Tender) on dated 06.10.2018 upto 14:30 hrs.
2	DD for EMD as per DNIT (Scanned copy on http://www.tenderwizard.com/BSNL portal and Physically to Tender Inviting Officer on dated 06.10.2018 upto 14:30 hrs.
3	Valid TAN/PAN No.
4	Valid GST No.
5	Copy of Partnership in case bidder is in partnership.
6	Proof of proprietorship in case bidder is of sole prop. of the firm (Affidavit attested from oath commissioner or magistrate may be attached).
7	The bidder shall furnish the Documentary Proof regarding “Rehabilitation of Outdoor Network in Shimla Telecom District of HP Circle” to any state/Central/Semi Govt./PSU as per clause 3 of section 1 Part-A
8	Original Tender Document duly signed by the bidder for the tender for “Rehabilitation of Outdoor Network in Shimla Telecom District of HP Circle”
9	Power of Attorney as per clause 7 of Section-III. (Scanned copy on www.tenderwizard.com/ BSNL Portal and Physically to Tender Inviting Officer in case of e-Tender) in case other than the tenderer has signed the bid documents.
	Contents of 2nd Envelope (Financial Bid) – No Envelope (To be submitted online only)
	Original Price Schedule

SECTION- II

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: Single Stage. (Please See Note 1 & Note 2).
- b) No. of Bid System: Two Nos. (Opening stages) (Please See Note 3).

Note 1:- Two stage submissions of bids are desirable only in cases where there is doubt on the scope of Work/ Specifications and requirements. In such tender, first stage will be used to invite bids to have details/ clarifications on scope of Work/ Specifications and requirements to firm up the same following which techno-commercial bid along with financial bid shall be invited in 2nd stage.

Note 2:- The bidder shall submit Techno-commercial & Financial bid simultaneously.

Note 3:- The bids will be evaluated techno-commercially first and thereafter online financial bids of techno-commercially compliant bidders only shall be opened.

2. Bid Validity Period :

2.1 Bid shall remain valid for 150 days from the date of opening of bids. Any bid with shorter validity period will be rejected.

2.2 In exceptional circumstances, the GMTD SHIMLA 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 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

3. In case of E-tenders invited under single stage two bid system; The Techno-Commercial envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and there will be no financial envelope, as the financial bid to be submitted online directly.

3a) Techno-commercial envelope shall contain (Scanned documents to be submitted online) -

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 3 of Section-I Part(A)
- iv) Valid TAN/PAN No.
- v) Valid GST No.
- vi) Copy of partnership deed in case bidder is in partnership.
- vii) The bidder shall furnish a certificate on his letter pad that he has offered the rates for all items.
- viii) The articles mentioned in Annexure-A of Section-VI.
- ix) Original Tender Document duly signed by the bidder for the tender of "Rehabilitation of Outdoor Network in Shimla Telecom District of HP Circle".

3b) Financial envelope: There will be no Financial envelope being the case of e-Tendering.

- i) Electronic Form- financial along with Price Schedule with all relevant bid annexure (in case of tenders invited through e-tendering process).

Note 4:- In this case, e-tendering process to be followed, the following documents are required to be dropped in the Tender Box in O/o GMTD, BSNL, Block No. 35, SDA Complex, Kasumpti, Shimla-171009, on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the NIT Number, name of work and the phrase: "Do Not Open

Before (due date & time of opening of tender).

- i) EMD – Bid security (original copy)
- ii) DD/ Banker's cheque of Tender fee
- iii) Power of Attorney in accordance with clause 7 of section-III and authorization for executing the power of Attorney.

4. **Payment terms:** As per clause 7 of section-V

5. **ELIGIBLE BIDDERS:** The bidders are eligible in pursuant of clause 3 of Section-I (Part-A) and Eligibility Criteria (3.1 to 3.5) of DNIT.

6. **BID PRICES:**

6.1 The bidder shall give total composite price including all levies and Taxes except GST in Indian Rupees.

6.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

6.3 The price approved by the BSNL for Provision of Services will be including all levies and Taxes except GST.

7. **AWARD OF CONTRACT :**

The Purchaser shall issue the Work Orders for Provision of Services to the bidder whose offer has been found Technically, Commercially and financially acceptable during the period of contract.

8. **PURCHASER RIGHT TO VARY QUANTITIES /CONTRACT VALUE :**

The purchaser reserve right to increase or decrease quantities & contract value by 25% of the quantities of work specified in the scheduled of requirement without change in price and other terms and conditions at the time of award of work. The work orders will be issued by AGM (Planning) O/o GMTD Shimla from time to time during the period of contract.

9. **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 awards of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of the purchaser's action.

10. **BID SECURITY**

10.1 The bidder shall furnish a bid security as per NIT.

10.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 10.6.

10.3 The bid security shall be in the form of a bank draft issued by a scheduled bank in favour of Accounts Officer (Claim) O/o GMTD SHIMLA, payable at Shimla

10.4 A bid not secured in accordance with Para 10.1 & 10.3 shall be rejected by the BSNL being non-responsive at the bid opening stage.

10.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL.

10.6 The bid security may be forfeited:

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or

(b) In the case of successful bidder, if the bidder fails:

To sign the contract/to furnish performance security deposit in accordance with clause 4 of

section (V).

- (c) In both the above cases, i.e. 10.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of acceptance letter. The bidder will not approach the court against the decision of BSNL in this regard.

11. **VALIDITY OF THE CONTRACT PERIOD:**

- 11.1 The tender will remain operative for one year from the date of agreement. The competent authority reserves the right to extend the contract for another one more year in a spell of three months at one time. The tendered amount will increase to that extent with the extension of contract period.
- 11.2 The approved contractor will have to deposit additional security @ 10% of the additional quantum approved for extended period or the same may be recovered from the contractor's bills.

Section – III

GENERAL Instructions to Bidder

A. Introduction

1. Definitions :

- (a) "The Purchaser" means the BSNL, Shimla acting on behalf of the, C.M.D. BSNL, India
- (b) "The Bidder" means the individual or firm who participates in this tender and contract.
- (c) "The Supplier" means the successful bidder supplying the service under the contract.
- (d) "Services" means goods & services required to be procured by BSNL as per Section-VI (Annexure-A) schedule of requirement.

2. COST OF BIDDING

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

3. DOCUMENTS REQUIRED

- 3.1 The Services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 3.2 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.

4. CLARIFICATION OF BID DOCUMENTS

- 4.1 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 **14 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.
- 4.2 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.

5. AMENDMENT OF BID DOCUMENTS

- 5.1 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.
- 5.2 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.

5.3 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.

6. **FORMAT AND SIGNING OF BID**

The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of- attorney accompanying the bid.

Note:- The purchaser may ask the bidder(s) to supply besides original bid, additional copy of bids as required by him.

7. **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 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.

8. **SEALING AND MARKING OF BIDS**

8.0 The bid should be submitted as per Section- II Clause 3 of tender information.

8.1. The Tender will be submitted in two parts –

Part- 1:- TECHNO- COMMERCIAL BID (Online and Physical documents to be submitted as per Note 4 of Section-II)

Part-2:- PRICE BID (to be submitted online only)

The techno-commercial bid will be opened first at the first instance and evaluated by the Committee. At the second stage financial bids of only the technical and commercially accepted offer will be opened for further evaluation and ranking before awarding the contract.

8.2 a) The envelopes shall be addressed to the purchaser inviting the tender.

The Purchaser Address shall be:

**AGM (Planning) O/o GMTD Shimla,
Block No. 35, SDA Complex,
Kasumpti, Shimla-171009**

- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
 - e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to AGM (Planning) O/o GMTD, BSNL, Block No. 35, SDA Complex, Kasumpti, Shimla-171009. The purchaser shall not be responsible, if the bids are delivered elsewhere.
 - f) Venue of Tender Opening:
 - (i) AGM (Planning). O/o GMTD Shimla, Block No. 35, SDA Complex, Kasumpti, Shimla-171009 at specified time & date as stated in NIT.
9. Bids must be submitted by the bidders on or before the specified date & time.
10. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents 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.
11. **LATE BIDS**
No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.
12. **MODIFICATION AND WITHDRAWAL OF BIDS**
- 12.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 12.2 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 8.
- 12.3 No bid shall be modified subsequent to the deadline for submission of bids.
13. **OPENING OF BIDS BY PURCHASER**
- 13.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified.
- 13.2 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.
- 13.3 Only one representative of any bidder shall be authorized and permitted to attend the bid opening.
14. Name of envelopes to be opened & information to be read out by Bid Opening Committee.
In single stage, two bidding system, the bids will be opened in 2 steps i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno commercial bids.
Thereafter the 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 or authorized representatives by sending them a suitable notice.

15. 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.
- 16. CLARIFICATION OF BIDS**
- 16.1 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.
- 16.2 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.
- 17. PRELIMINARY EVALUATION**
- 17.1 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.
- 17.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 17.3 Prior to the detailed evaluation, 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 conforms 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.
- 17.4 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.
- 17.5 The Purchaser may waive off 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.
- 18. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS.**
- 18.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive.
- 18.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the Services offered excluding GST.
- 18.3 The evaluation shall be carried out on the basis of total cost of the entire items as a package and the bidder with lowest quoted price will be considered for placing of order i.e. L1 bidder.
- 19. CONTACTING THE PURCHASER**
- 19.1 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.
- 19.2 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.

Section-IV

E-tendering Instructions to Bidders

Note: - The instructions given below are for ITI Ltd. e-tendering portal for e-tenders invited by Planning Section O/o GMTD, BSNL Shimla only.

1. Information and instructions for bidders posted on website www.tenderwizard.com/BSNL shall form part of bid document. The intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on the web site, by paying the registration fee as mentioned on the website.
The intending tenderers who need digital signatures Class III also, should contact M/s ITI Limited, at least 10 days in advance, since issue of digital signatures takes 10 days.
2. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/BSNL.
3. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Banker's Cheque of form fee and EMD in favour of **"AO(Claim), BSNL, O/o GMTD Shimla" and payable at "Shimla". The original copy of qualifying the bid may also be submitted in physical form before day /Time of tender opening.**
4. The bidders have to pay tender processing fee through online i.e. net banking or Internet payment gateway.
5. Those contractors not registered on the website mentioned above, are required to get registered before hand.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process.
8. Contractor can unload documents in the form of JPG format and PDF format.
9. For any query related to the e-tendering and DSC of Class III vendors can contact on given helpdesk nos. 08261922200, 08261033300, 0172-3934667, 09625033300.
10. Contractor must ensure to quote rate for each item. The rate for any item left blank will be treated as 'zero'.

For Registration: open website 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 documents you uploaded while having registration through email to 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.

For any help, please contact on 011-49424365 or 0172-3953753. 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 toITI Limited as prescribed at 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.

AGM (Planning)
O/O GMTD Shimla
Phone : 0177-2626344
FAX : 0177-2622531

SECTION-V

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Services.

2. STANDARDS :

The Services supplied under this contract shall conform to the standards prescribed in the Specifications /Requirement of office/computer stationery.

3. PATENT RIGHTS:

The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the Services or any part thereof in BSNL.

4. SECURITY :

4.1 MATERIAL SECURITY:

4.1.1 The successful tenderer will have to deposit material security of Rs Ten thousand in the form of bank guarantee valid for one and half year from a schedule bank. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of AO (Claim) O/o GMTD Shimla payable at Shimla issued by a scheduled bank. The material Security will be a non interest bearing deposit. Work order will be issued only after receipt of material security.

4.1.2 The value of stores issued to contractor at any point of time will be limited to the amount of material security. If due to any reason the contractor wants more stores to be issued to him then he will be requested to submit additional material security in multiple of ten thousand of Rupees. In this regard the decision of the GMTD SHIMLA shall be final and binding.

4.1.3 The amount of the material guarantee shall be payable to BSNL as a compensation for any loss resulting from the contractor failure to submit proper account of utilization of material issued to him under the contract.

4.1.4 On receipt of material account and its verification, the Material security shall be released/refunded after payment of the final bill of the work under the contract or final settlement of material account whichever is earlier.

4.2. PERFORMANCE SECURITY :

4.2.1 The supplier shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of the receipt of acceptance letter or as specified in acceptance letter.

4.2.2 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.

4.2.3 The performance security bond shall be in the form of Bank guarantee issued by a scheduled Bank and in the form provided in the bid document, Section IX and Bank Guarantee will be valid for 6 months more after the date of expiry of contract (i.e. 18 months) from the date of award of tender.

4.2.4 The performance security will be discharged by the purchaser after completion of the supplier's performance obligations including warranty obligations under the contract.

4.2.5 The EMD already deposited will be refunded after the tender is accepted to the successful tender/unsuccesful tender.

4.2.6 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently;

or

If the bidder does not accept the APO/ AWO and / or does not submit the PBG and sign the contract/ agreement.

5. Issue of work orders and time limit:

- a. The work order shall be issued so as to include all items of works for the section allotted to the contractor as put in the NIT.
- b. The work orders shall be issued by the AGM (Planning) for the work of Rehabilitation of Outdoor Network immediately after examining the technical and planning details of the works to be executed.
- c. If due to any reason partial work order is to be issued then the same shall be issued with the approval of SSA Head.
- d. The AGM (Planning) shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- e. The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the GMTD Shimla the contractor is not executing the work at the required pace

6. Measurement ,Inspection, :

(i)

Measurement:

- (a) The measurement books are to be maintained by the Site incharge / Site Engineer not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initiated & dated by the officer concerned.
- (b) Responsibility of taking and recording measurements: The measurements of various items of work shall be taken and recorded in the measurements book issued with work order. The measurements shall be taken and recorded by an officer not below the rank of Junior Telecom Officer.
The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where Junior Telecom Officer is site engineer shall be responsible for conducting test check of 50% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.
- (c) The contractor shall sign all the measurement recorded in the Measurement Book. This will be considered as an acceptance by the contractor of the measurement recorded in the MB. In case contractor fails to attend the measurement or fails to sign or to record the difference within a week, then the measurements taken by site incharge or by the Site Engineer as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

(ii)

INSPECTIONS AND QUALITY CONTROL

It is imperative that the contractors are fully conversant with cable laying and associated work in accordance with specifications. The contractors are expected and bound to ensure quality works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The Site In-charge will satisfy himself that the work conforms to the specification. GMTD reserves the right to inspect the work himself or through his representative at any time during execution of work or thereafter.

- iii **AUDIT AND TECHNICAL EXAMINATION:**
- a. BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause under the heading payment of bills , or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.
 - b. Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with BSNL.

7. PAYMENT TERMS AND CONDITIONS :

7.1 Procedure for Preparation and settlement of bills :

7.1.1 The Contractor shall prepare the bills sub division wise in triplicate ensuring execution of work in its completeness, correctness of rates and quantum of work as per work order and submit the bills to S.D.E. in-charge of work. The checklist as detailed vide clause no.7.2 duly verified by concerned SDO and further c/s by DE concerned. The bills shall be prepared accurately after consulting Site Order Book and as per measurements recorded in the measurement book. The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates and submit the running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.

- i. First copy of bill with copy of measurement sheets of measurement book. (**Payable Copy**).
- ii. Second copy of bill. (**Not for Payment**).
- iii. Third copy of the bill with copies of measurement sheets of measurement book (**Office Copy**).

7.1.2 The following documents to be submitted along with the bills to AGM (planning):

- (a) Documents regarding payment of EPF, ESI (if applicable) and Goods & Services Tax etc. payable by the contractor as per his statutory Obligations if applicable.
- (b) Goods and Service Tax Number (GST No.) and PAN Number should be printed on the bill.
- (c) No claim will be entertained if bill received after three months of completion of work.
- (d) The contractor should fulfil / comply with the terms and conditions of the provisions of EPF & Misc. Provisions Act.1952 and Employees Provident Fund Scheme 1952 in r/o labourers/employees engaged by him for performing the works of BSNL.

7.1.3 Procedure for payment for sub standard works:

- i. The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of works are executed with unskilled workmanship or with materials of any inferior quality which is not in accordance with the contract or if the depth of duct is less than the achievable depth (**referred to as sub-standard work, hereinafter**), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint. It should be noted that the depths shown in schedule of works are only the estimated figures and contractor has to achieve the depths as per requirement of SDE/DE incharge of work.
- ii. **Timely action by Site incharge/Site engineer:** Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Site officers to point out the defects in work in time during progress of work. The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the Divisional Engineer in-charge. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also define time period within which such rectification/removal/replacement has to be done. After expiry of notice period, if the contractor fails to rectify/replace/remove the substandard items, the defect shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the contractor. No payment shall be made to the contractor for substandard work.
- iii. Non reporting of substandard work in time on the part of the Site Engineer shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for substandard work or associated liabilities.
- iv. **Authority and Procedure to accept substandard work and payment thereof:** There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the GMTD Shimla, the items in question will not materially deteriorate the quality of service provided by the construction, the GMTD Shimla shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of laying of OF Cable involving substandard items of work, as; Chairman and one SDE (Planning) and an Accounts Officer, as members. The committee shall take into account; the approximate cost of materials/work pointed out as substandard and recommend the rates payable to such substandard work which shall not exceed 60% of the approved rates of the items in question.
- v. **Record of substandard work:** The items adjudged as substandard; shall be entered into the measurement with red-ink.

7.2 Checklist Points (To be endorsed on the bill) :

- Contract No.....dated.... Bill No. dated
- (i) Work has been done satisfactory as per contract bearing Number..... date.....
And further w/o Number.....date for the period
 - (ii) Rate approved/accepted as per agreement
 - (iii) All documents have been attached as required as per contract.
 - (iv) No complaints received from labours.
 - (v) Nothing is due from contractor.
 - (vi) No damages done by the contractor during performance of duty.
 - (vii) No penalty is applicable as per contract.
 - (viii) All statutory obligations as per labour laws have been complied by the vendor.

8. PRICES :

- 8.1 The Prices charged by the supplier for Services performed under the contract shall not be higher than the prices approved by the Purchaser.
- 8.2 BSNL shall be liable to revise the wages as per the wages fixed by Central Govt. from time to time and same will be payable on submission of Proof of Payment of wages at revised rates by the supplier to the persons engaged against the contract

9. SUBCONTRACTS :

Sub contract will not be allowed.

10. Penalty Clause:

10.1.1 Delays in the contractor's performance:

- (i) The time allowed for completion of the work as entered in the work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the Purchaser or an earlier day if specified in the work order. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 0.25 percent of the estimated amount (for the work entered in work order) per day of delay in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded.
- (ii) On any date the penalty payable as above, reaches 10 (ten) percent of the cost of Work Order issued, the contractor should proceed with the work further only on getting a written instructions from the AGM (Planning) that he is allowed to proceed further with the work. It will be in the discretion of the AGM (Planning) to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the AGM (Planning). One of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Purchaser and contractor.
- (iii) Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and /or from the bills of any other contract or at the time of final settlement of bills on completion of work.
- (iv) In case of slow progress of the work in a Section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of work, the SSA Head will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. All such payments shall be recovered from the contractor's pending bills or security deposit.
- (v) The GMTD shimla reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.

10.1.2 Penalty for damaging any other utilities:

- a. If there is a damage caused to any property of a third party or injury/loss occurs to any person because of lack of proper precaution on the part of the contractor, the contractor will be held responsible and has to compensate for such damage/injuries/losses to these utilities.
- b. If BSNL has to incur any expenditure to repair such damages or to compensate for such injuries/lapses, the amount plus five percent as processing charge will be recovered from the dues of the Contractor or from the security deposit or both.

- c. In every case by virtue of the provisions and Workman's Compensation Act the BSNL is obliged to pay compensation to a work man employed by the contractor in charge of the execution of the work, the BSNL will be entitled to recover from contractor the amount of compensation so paid plus five percent processing charge.
- d. Insurance coverage for the materials supplied to the contractor must be borne by the contractor for covering the loss if any due to fire, hazardous lifting, explosions, impact by rail/road, vehicle, animal, riot, strike malicious and terrorist damages.
- e. The contractor has to apprise himself of the laws/ rules/ regulations/ permission of the concerned Nagar-Palika/ Road/ Rail/ Forest/ Civic authorities and abide by such laws/rules/regulations/permission concerning his work. Any lapses on this account may lead to

11. FORCE MAJEURE :

- 11.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the Services have been resumed or not shall be final and conclusive, provided further if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 11.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor 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 the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contacts may the concurrence of the Purchaser elect to retain.

12. ARBITRATION :

- 12.1 In the event of any question dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred within six months from the date of completion of work to the sole arbitration of the Chief General Manager HP Telecom Circle, Shimla or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the being entrusted whether in addition to the functions of the CGM HP Telecom Circle, Shimla or by whatever designation such officers may be called (hereinafter referred to as the said officer) and the Chief General Manager HP Telecom Circle, Shimla the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by Chief General Manager HP Telecom Circle, Shimla, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 2015 There will be no objection to any such appointment that the arbitrator is Nigam servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Nigam Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager HP Telecom Circle, Shimla or the said officer shall appoint person to act as 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.

12.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 2015 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.

12.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager Telecom. Himachal Circle, Shimla or such other Places as the arbitrator may decide.

13. **SET OFF :**

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

14 COURT JURISDICTIONS

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

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

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

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

Section-VI (Annexure-A)
Scope of Work

Technical Specifications

SN	Description of Work
1	Denting of Cabinet / Pillar (Nos)
2	Redressing of jumpers in Pillar/Cabinets per CT box
3	Supply and fixing of jumper rings
4	Replacement of totally damaged Cabinet / Pillars with New Cabinet/Pillar
5	Repairing/Replacement of Front doors and back side of Cabinet/ Pillar with standard guage Material
6	Repairing/Welding/Replacement of Roof of Cabinet/ Pillar with standard guage Material
7	Repair of Plinth of Cabinet/Pillar
8	Recovery of damaged/ Unservicable Pillars
9	Rehabilitation of 5P/10P/20P DPs
10	Rehabilitation of Subscriber's Loop

All the items of schedule to be executed as per direction of the site in charge as per engineering instructions and departmental standard.

Section-VI (Annexure-B)
Schedule of Requirement

The Scheduled of Requirement consolidated for Shimla SSA as under :

SN	Description of Work	Total Qty	Unit
1	Denting of Cabinet / Pillar (Nos)	107	Nos
2	Redressing of jumpers in Pillar/Cabinets per CT box	249	Nos
3	Supply and fixing of jumper rings	555	Nos
4	Replacement of totally damaged Cabinet / Pillars with New Cabinet/Pillar	22	Nos
5	Repairing/Replacement of Front doors and back side of Cabinet/ Pillar with standard guage Material	53	Nos
6	Repairing/Welding/Replacement of Roof of Cabinet/ Pillar with standard guage Material	32	Nos
7	Repair of Plinth of Cabinet/Pillar	30	Nos
8	Recovery of damaged/ Unserviceable Pillars	17	Nos
9	Rehabilitation of 5P/10P/20P DPs	813	Nos
10	Rehabilitation of Subscriber's Loop	9275	Nos

Section VII

DRAFT OF AGREEMENT

(On Non-Judicial Stamp Paper of Rs.100/- only)

1. This agreement made the _____ day of _____ 2018 between the Chairman cum Managing Director BSNL acting through General Manager Telecom District, Shimla (hereinafter referred to as "the Nigam") of the one part; and of (Name and Address of approved supplier) _____ (hereinafter referred to as "the supplier") of the other part.
2. Whereas the Nigam is desirous that certain Services and ancillary services should be provided by the supplier, viz. (brief description of Services and services) supply etc; of _____ and has accepted/approved a tender submitted by the supplier in response to the Nigam Tender document reference (NIT NO. _____ dated _____) for the supply of those Services and services at the rates as mentioned in Acceptance/Approval letter.
3. Now this agreement witnessed as follows:
4. In this agreement words and expressions shall have the same meaning as in the terms and conditions in the above referred tender documents.
5. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz. :
 - the NIT, Tender form, the supplier's offer and the price schedule submitted (up to the limit it has been accepted in writing by the Nigam in the acceptance letter/purchase order);
 - the schedule of requirement/ list of items and the technical specifications in the above referred tender documents.
 - the acceptance/approval letter No. _____ dated _____.
6. In consideration of the payment to be made by the Nigam to the supplier as hereinafter mentioned, the supplier hereby covenants with the Nigam to provide the Services and services and to remedy defects therein in conformity in all respects with the provisions of the Nigam acceptance letter/purchase letter and tender documents.
7. The Nigam hereby covenants to pay the supplier in consideration of the provision of the Services and services and the remedying of defects therein the contract price or such other sum as may become payable under the provision of the tender documents and acceptance/purchase letter.
8. In the witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and
delivered

Signed, sealed and
delivered

by the said (for the Nigam)

by the said (for the Supplier)

(Witness) in the presence of:

(Witness) in the presence of

Section - VIII

INFORMATION ABOUT TENDERER

(TO BE FURNISHED AND RETURNED BY TENDERER)

1. Full Name under which tenderer is trading:
2. Address of tenderer :
3. Phone No. and Fax No.
4. Constitution of tenderer (Proprietorship/Partnership/Pvt. Ltd./Ltd.)
5. Name of the Proprietor or partners or Directors (as the case may be)
6. Partnership is registered? Furnish particulars of registration.
7. How long tenderer is in this business?
8. Name and address of regular customers/clients.
9. Banker Name and address
10. Income tax permanent account number (PAN)
11. GST Number
12. Declaration by the tenderer

I/We hereby certify that particulars furnished above are true to best of my/our knowledge and belief(s). It is understood that information furnished will be treated as confidential and will not be divulged.

Section – IX

BHARAT SANCHAR NIGAM LIMITED **OFFICE OF THE GENERAL MANAGER TELECOM. DISTRICT SHIMLA**

PROFORMA OF PERFORMANCE SECURITY DEPOSIT

Performance Security Deposit Exemption Bank Guarantee (on Non Judicial stamp paper of RS.100/-)

**The Chairman cum Managing Director, BSNL,
Acting through General Manager Telecom District , Shimla**

1. In Consideration of the Chairman cum Managing Director, BSNL, acting through GMTD, Shimla (hereinafter called “the beneficiary”) having agreed to exempt _____ (Name and address of supplier) _____ (hereinafter called” The said Supplier”) from the demand under the terms and conditions of provisional Acceptance/Approval letter No. _____ dated _____ given by the beneficiary to the said supplier, for the Tender No. _____ dated _____ for supply of _____ (hereinafter called “the said tender terms”); of performance security deposit for the due fulfilment by the said supplier of the terms and conditions contained in the said tender terms on production of Bank guarantee for Rs. _____ (in words Rs. _____ only) ; We _____ Name and Address of Bank _____, (hereinafter referred as the “Bank”) at the request of supplier do hereby undertake to pay to the beneficiary an amount not exceeding Rs. _____ (In words _____ only) against any loss or damage caused to or suffered to or would be caused to or suffered by the beneficiary by reason of any breach by the said supplier of any of the terms and conditions contained in the said tender terms.

2. We, _____ Name & Address of Bank _____ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said supplier of any of the terms and conditions contained in the said Tender terms or by reason of the supplier failure to perform as per the said tender terms. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words Rs _____ only).

3. We, _____ Name & Address of Bank _____ undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court and 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 supplier shall have no claim against us for making such payment.

4. We, _____ Name & Address of Bank _____, further agreed that the guarantee herein contained will remain in full force and effect during the period that would be taken for the performance of said tender terms and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said tender terms have been fully paid and its claim satisfied or discharged or till the beneficiary certified that the terms and conditions of the said tender terms have been fully and properly carried out by the said supplier and accordingly discharges the guarantee. The demand if any for payment under the terms of this contract shall be made by the beneficiary within the said period of _____ (date of expiry of warranty) only. The beneficiary may enforce the right pursuant to such demand in any court or tribunal in accordance of law.

5. We, _____ Name & Address of Bank _____, further agreed with the beneficiary that the

beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the terms and conditions of the said tender terms of to extend time of performance by the said supplier from time to time or to postpone for any time or time to time any of the powers exercisable by the beneficiary against the said supplier and to forbear or enforce any of the terms and conditions relating to the said supplier or for any forbearance act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said supplier or by the any such matter or thing whatsoever which under the law relating to sureties would but for the provisions have effect of so relieving us.

6. This guarantee shall not be discharged due to the change in the constitution of the bank or of the said supplier.

7. We, _____ Name & Address of Bank _____, lastly under take not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Dated _____
Place _____

Signature of Bank with seal

SECTION-X

UNDERTAKING & DECLARATION

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.
3. 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.
In case of any correction/ addition/ alteration/ omission in the tender document, the bid shall be treated as non responsive and shall be rejected summarily

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

(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

.....
Name of the Representative

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

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- XI
Special Conditions of the Contract:

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

- a) The bidder shall ensure provision of necessary safety devices Tools/ kits etc required for discharge of Services as mentioned in Section-VI(Annexure-A) at his own cost and shall recoup the same from time to time.
- b) **Risk Clause:** BSNL reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the work contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
- c) The term of contract will be for one year from the date of award of work. The quantity shown in the schedule of requirement section VI Ann B i.e. hiring of services may increase or decrease depending up on the requirement during contract period. BSNL reserves the right to extend the contract for another one year in a spell of three months at a time on same terms and condition and tendered amount will increase to that proportion accordingly.
- d) The contract shall normally be awarded to the lowest evaluated bidder meeting all the terms and conditions of the tender.
- e) The bidder shall be liable for complying with all statutory laws, rules, relating to wages, PF, ID, act etc. The BSNL reserves the right to terminate the contract & forfeit the security deposit if the contractor fails to comply the statutory obligations.
- f) The BSNL reserves the right to disqualify such bidders who have a record of not meeting Contractual obligations against earlier contracts entered into with the BSNL.
- g) The bidder shall be liable for any theft, sabotage etc. of BSNL property and the damages/ losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge immediately.
- h) Work/Purchase order will be issued by AGM (Planning) O/o GMTD, BSNL SHIMLA after perusal from GMTD SHIMLA. Work/Purchase Order will be issued from time to time as per requirement throughout the currency of contract.
- i) BSNL will not be responsible for any loss suffered due to increase or decrease in quantity.
- j) Tender will be evaluated as a single package of all the items given in the price schedule.
- k) The GMTD SHIMLA reserves the right during the period of contract to increase or decrease up to 25% of the total quantum of work specified in the schedule of requirement without any change in the rates or other terms and conditions at the time of award of work.
- (l) The approved contractor will have to deposit additional security @ 10% of the additional quantum approved for extended period or the same may be recovered from the contractor's bills.

SECTION-XII

Bid Form for "Rehabilitation of Outdoor Network in Shimla Telecom District of HP Circle"

To From,
<complete address of the purchaser> <complete address of the Bidder>
.....
.....

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

Ref: NIT No. 002-605/2018-19/Tender/Rehabilitation of O/D Network/Plg/SML/09 Dated 31.08.2018

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said 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 150 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

Witness	Signature
Signature.....	Name
Name	In the capacity of
Address	Duly authorized to sign the bid for
.....	and on behalf of

SECTION-XIII
(For view purpose only)
Financial Bid
(to be uploaded online)

The schedule given herein is only for view purpose. Bidder has to download the excel file given on website after he applies for tender, fill rates in excel file and upload the same on website.

NIT No. 002-605/2018-19/Tender/Rehabilitation of O/D Network/Plg/SML/09 Dated 31.08.2018

Name of Work: “Rehabilitation of Outdoor Network in Shimla Telecom District of HP Telecom Circle”

SN	Description of Work	Rates to be Quoted (Rs)	
		Figures	Words
1	Denting of Cabinet / Pillar (Nos)		
2	Redressing of jumpers in Pillar/Cabinets per CT box (Nos)		
3	Supply and fixing of jumper rings (Nos)		
4	Replacement of totally damaged Cabinet / Pillars with New Cabinet/Pillar (Nos)		
5	Repairing/Replacement of Front doors and back side of Cabinet/ Pillar with Standard Guage Material (Nos)		
6	Repairing/Welding/Replacement of Roof of Cabinet/ Pillar with Standard Guage Material (Nos)		
7	Repair of Plinth of Cabinet/Pillar (Nos)		
8	Recovery of damaged/ Unserviceable Pillars (Nos)		
9	Rehabilitation of 5P/10P/20P DPs (Nos)		
10	Rehabilitation of Subscriber's Loop (Nos)		

Note:

1. The quoted rates should be inclusive of all levies and duties, except Goods & Service Tax (GST) which will be paid extra as applicable.
2. The rates must be quoted in figures as well as words.
3. There should be no overwriting/correction. Correction, if any, must have full signatures.
4. The tenderer/representative should sign on all the pages of bid document.
5. No TA/DA is admissible to the person attending the bid.