

TENDER ENQUIRY DOCUMENT
SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF GENERAL MANAGER TELECOM BA-SOLAN, HIMUNDA COMPLEX, SOLAN(HP)-173211

From: AGM (Admn)
O/o GMT, BSNL,
BA-Solan(HP)-173211.

To, All Prospective Bidders.
.....

No. G/GMTD/Solan/Infra Mtce/VOL-I/2020-21/10 Dated: 19/04/2021.
Sub: - TENDER FOR MAINTENANCE OF TELECOM. INFRASTRUCTURE IN SOLAN BUISNESS AREA.

NIT No: G/GMTD/Solan/Tender/Infra Mtce/VOL-I/2020-21/10 Dated: 19/04/2021

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

AGM (Admn)
Tel : 01792-226560
E-Mail: hrdbsnlsolan@gmail.com

SECTION – 1 Part A

Detailed NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF GENERAL MANAGER TELECOM, BUSINESS AREA SOLAN-173211

Digitally signed e-tender are invited by General Manager Telecom BA- Solan (hereinafter referred as GM Telecom BA-Solan) for Maintenance of telecom. infrastructure in Solan business area as detailed below.

S. No	Description of the work to be executed	Quantity	Estimated Cost (Approx.)	Bid Security/ EMD.	Cost of Tender
1	Maintenance of telecom. infrastructure in Solan business area.	10 Nos.	1984700/-	49617/-	590/-

Note 1: The tender shall remain valid for one year. However GM BSNL Solan reserves the right to vary the value of tender to the extent of -25 % to +25 % of estimated limits as mentioned above without any change in unit price or other terms & conditions at any time during the contract period. The validity of tender can be further extended as per clause 25 of Section 4 Part A of tender document.

Note 2: 20 % of estimated value of work in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from Central Public Procurement Portal URL: <https://eprocure.gov.in/cppp> or <https://etenders.gov.in>

2.1 The bidders downloading the tender document are required to submit the tender fee (along with applicable GST) amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (Claim) O/o GM Telecom BA-Solan and payable at Solan.

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 20/04/2021 onwards up to 10/05/2021 (up to 13:00 Hrs.)

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

4. **Eligibility Criteria:** - The bidder satisfying the following conditions:

Bidder should have successfully completed the similar works in DOT/BSNL/MTNL/Central Govt. Dept./ Central PSUs/Private Telecom Operator during the last 7 financial years ending last day of the month previous to the one month in which applications are invited should be either of the following:-

- i) Similar nature of completed works in any three years costing not less than the amount equal to 40% of the estimated cost in each year during the last seven years.

OR

- ii) Similar nature of completed works in any two years costing not less than the amount equal to 60% of the estimated cost in each year during the last seven years..

OR

- iii) Similar nature of completed works in any one year costing not less than the amount equal to 80% of the estimated cost during the last seven years.

The bidder should be capable to undertake all types of Services as per scope of works detailed in the tender. The experience certificate should be issued from an officer not lower than DE/AGM (STS level) or equivalent grade in DOT/BSNL/MTNL/Central Govt. Dept./ Central PSUs. In case of Private Telecom Operator, the experience certificate should be issued from officer not lower than Project Head. The experience certificate should clearly indicate the financial year(s) of work(s), amount of work(s) and successful completion of such work(s) signed by designation of authorized signatory such as DE/AGM/ Project head.

Note: Similar work means the work relating to construction or maintenance of Optical fibre cable, roads or runways including laying down underground electric, telephones, telegraph and overseas communication cables and similar other underground cabling work, electrical lines, water supply lines and sewerage pipe lines, & house keeping services. The above list is not exhaustive. The bidder having experience in the work covered under Scope of work (Section-3) of this tender is also eligible.

Note: (Any three years means) e.g Y1,Y2,----Y7 is Financial year 1,2---7. If any bidder completed Work costing in Y1 40%, in Y3-40% and in Y7 is 40% is eligible (similar suitable combination may be considered for eligibility during the seven year block)

- c) Valid PAN No.
- d) Valid GST registration number.
- e) A self-declaration along with the evidence that the bidder is not black listed by GST authorities/by DOT/BSNL/GOVT. DEPT
- f) In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.
- g) In case of multiple GST numbers, all the numbers can be provided as Annexure
- h) Valid EPF registration number.

- 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/ Banker's cheque drawn in favour of Accounts Officer (Claim) O/o GM Telecom BA-Solan and payable at Solan.
- b) Bank Guarantee from a scheduled bank drawn in favour of Accounts Officer (Claim) O/o GM Telecom BA-Solan 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 **13:00 Hrs** of **10/05/2021** (tender closing date)
- Note 3** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
7. **Opening of Tender Bids:** At **14:30 Hrs** of **11/05/2021**.
8. **Place of opening of Tender bids:**
- 8.1 As the tenders are invited through e-tendering process, the tenders shall be opened by BSNL's Tender Opening Officers as well as authorized representatives of bidders can also attend the Tender Opening Event (TOE).
- 8.2 In addition, authorized representatives of bidders (i.e. vendor organization) can attend the TOE in the chamber of AGM (Admn) O/o GM Telecom BA-Solan, where BSNL's Tender Opening Officers would be conducting Online Tender Opening Event (TOE).
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. GM Telecom BA-Solan reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.
- Note 4:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- Note 5:** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION- 2 Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: Single Stage.
(Please See Note-2).
- b) No. of Envelopes for submission of Bids: Two Nos.
(Opening stages) (Please See Note-3).
- c) E-reverse auction (In case of tenders : No
invited through e-tendering only)

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

Note 2:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

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

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

- a) **Electronic/digital Techno-commercial envelope** shall contain :-
 - i) EMD/Bid Security.
 - 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 11.1 of Section-4A (as per section 7(D) & 7(E).
 - vii) Bidder's Profile & Questionnaire duly filled & signed.(Section-8)
 - viii) Non-Relation Certificate duly filled & signed(as per section 6B)
 - ix) Undertaking & declaration duly filled & signed { as per section 6(A) & 6(C).}
 - x)** Documents stated in clause 10 of Section-4 Part A.
 - xi) Tender documents duly filled & signed on each page and also at every corrections/over writing by the tenderer for having read it & accepted it.
 - xii) Tender/ Bid form- Section 9 Part A

b) Electronic/Digital Financial envelope shall contain:

- i) Electronic Form- financial along with Price Schedule (Section 9 Part-B with all relevant bid annexure.) –On line submission only.

Note 3:- In case of e-tendering, the following documents are required to be submitted offline (i.e. offline submissions) to AGM (Admn) O/o GM Telecom BA-Solan, Himunda commercial complex, Saproon, Solan(HP)-173211 on or before the date & time of submission of bids in a sealed envelope.

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

- i) EMD – Bid security (original copy)
- ii) DD/ Banker’s cheque of Tender fee.
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Integrity Pact (if applicable)

4. Payment terms: - As detailed in clause 3 of Section 5 Part A.

SECTION- 3 Part A

SCOPE OF WORK

A. General : The work to be executed under the contract shall confirm to standard prescribed by BSNL through the manpower engaged. The manpower may be assigned the multi tasking activities as under:

B. Scope of Work:

- 1) Assistance work to Cable splicing/jointing for opening of the joints clearing the cable pairs/OFC fibers and helping the Cable splicer/jointer during cable pair/OFC jointing.
- 2) Digging of pits for cable jointing.
- 3) Digging out trial trenches & refilling (Kutcha/ Pucca)
- 4) Digging pits & refilling as per requirement.
- 5) Cable laying short length 1.65M/1M Depth (Kutcha & Pucca)
- 6) Dismantle and Erection of post with complete accessories.
- 7) Laying of Aerial OFC, and dismantling of ARIAL OFC.
- 8) Clamping of OFC with retaining wall with steel clamps on posts.
- 9) Dismantling and Erection of all types of overhead cables.
- 10) Erection of 5/10/20 Pairs DPs.
- 11) Erection and dismantling of Drop wire without/with accessories.
- 12) Any other work that may be incidental and related to proper Mtce, upkeep & up-gradation of External Plant.
- 13) Services of the deployed person at Telephone Exchange can be utilized at nearby other Telephone Exchange by concerned area DE/SDE/JTO.
- 14) Lodging complaint with HPSEBL in case of mains failure and to pursue for restoration of HPSEBL supply.
- 15) Checking of dip-stick of E/A, the oil level should not be allowed to fall below the low level mark on the dip-stick. If it does fall below the low level mark, it should be intimated to the SDE concerned.
- 16) In case of main failure, engine alternator should be started within 5 minutes and E/A should be stopped, when main supply resumed. In case of low voltage, engine alternator should be operated within 5 minutes from occurrence of low voltage.
- 17) Diesel Filling: Loading/unloading and filling of diesel in DG sets (which may be Located at roof top also). Starting/stopping of the DG set in case of power failure and making entries in the log book. Pilferage of diesel will lead to severe penalty and recovery from the vendor.
- 18) Refueling of diesel in DG sets and maintaining log book of diesel refueling.
- 19) Cleaning of Transmission/Exchange equipment, power plant, electrical panel, DG sets, batteries, oil tanks, firefighting equipment etc on day to day basis. BSNL shall provide due cleaning material and required tools in this regard.
- 20) Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
- 21) Topping up of DG batteries, its cleaning and applying petroleum jelly on terminals Material required in this regard shall be provided by BSNL.
- 22) Cleaning and maintenance of battery sets and power plants.
- 23) Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of telecom. infrastructure maintenance. Movement of any material from the site is to be allowed only with a written

- permission of site in charge.
- 24) Restricting access to the site for un-authorized persons and opening & closing of gate as and when required.
 - 25) All precautionary measures before running the work should be taken and checked, i.e. lubricating oil check, frequency meter are to be checked before "Engine Alternator" set is on load. Cooling system of E/A, temperature and oil pressure are to be checked during function of the E/A.
 - 26) Services for operation and day to day maintenance, checking, cleaning of the site, other equipments and A.C units where ever applicable.
 - 27) Intimation to the concerned in- charge regarding stock position of fuel, condition of battery and normal general condition of the E/A and other equipments.
 - 28) Wherever any technical problems develop the same should be reported to the concerned in-charge.
 - 29) To keep the engine in good and smooth running condition.
 - 30) Any damage caused due to negligence of the contractor or delay in reporting to the concerned in-charge, will be made good from the contractor.
 - 31) Any lost/ damage fire/ accident will be made good from the contractor.
 - 32) Taking all preventive measures to avoid such occurrence.
 - 33) Extending due help in any maintenance work of telecom installation.
 - 34) Ensuring safety of equipment and all other associated equipment and infrastructure items installed at the station.
 - 35) The representative of the contractor shall be required to fill log book provided by BSNL at the respective sites. The logbooks shall have the data /records in respect of inventory at site, day to day operations of DG sets, details of activity performed by BSNL or contractor's representatives at site and it shall be responsibility of contractor.
 - 36) Any other activity not listed above, but required to be done as per requirement of concerned station incharge.
 - 37) Collection of electricity bill, taking electric meter reading every month and sending it to the BSNL Office. The electricity (HPSEBL) supply fault is to be booked and perused with HPSEBL for early restoration of electricity fault else reporting to the SDE in-charge in case of any problem.
 - 38) Running water pump, watering the plants (if any) as and when required.
 - 39) Keeping exchange/office premises in hygienic conditions.
 - 40) The contractor will have to make arrangement for daily cleaning of toilet, corridors, floor of the bathroom at 9:00 hrs. before the office starts. The time may vary on the requirement of offices & locations. During the day time, the cleaning work may have to be got done at least twice or more than that as per requirement.

SECTION- 3 Part B

SCHEDULE OF REQUIREMENTS (SOR)

NAME OF THE WORK:- Maintenance of telecom. Infrastructure in Solan business area.

Total sites=10 Nos.

Note:- The number of sites are tentative which may increase or decrease according to the actual requirement and successful bidder will have to provide the same on the same rates, terms and condition of the tender as detailed in Section 1 Part A.

SECTION-3 Part C

1. **Other Specific Requirements** for Maintenance of telecom. Infrastructure in Solan business area:
 - a. The age of workers of the contractor should be preferably in the range of 18 years to 60 years.
 - b. The competent authority shall have the power to make any alteration/addition in schedule of any item of work that may appear to him to be necessary during the progress of work. The units of items, altered, added or deleted will be binding on the contractor.
 - c. The persons engaged by contractor should be neatly dressed and should be courteous and should have good character.
 - d. In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct / indiscipline/incompetence and security risks, the contractor will take appropriate disciplinary action against such persons, including their removal from site of work, if required by the BSNL immediately on being brought to their notice.
 - e. The service provider shall ensure that any detail of office, operational process, technical expertise, security arrangements, and administrative / organizational matters are not divulged or disclosed to any person by its personnel deployed in the BSNL.
 - f. The selected agency shall immediately provide a substitute in the event of absence of any person.
 - g. If any work of worker is not satisfactory, the matter will be reported to contractor and contractor has to provide the substitute for such worker.
 - h. This office shall not be responsible for any damages, losses, claims, financial or otherwise due to injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
 - i. The work force deployed by the contractor shall not have any claims of Master and Servant relationship with BSNL nor have any principal and agent relationship with or against the BSNL.
 - j. The work force deployed by the contractor for the contract shall not be entitled for claim, pay, perquisites and other facilities, which may be admissible to casual, ad-hoc, regular/confirmed work force during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to any claim for absorption in the regular/ otherwise capacity in the BSNL. The Contractor should make it known the above to the work force of the contractor.
 - k. The contractor shall be solely responsible for redress of grievances/resolution of dispute relating to the work force deployed.
 - l. Equipments like P.C's and power plant or A&P etc. should not be used/tempered by the contractor or his personnel.
 - m. The contractor will ensure that the personnel employed are not loitering in the corridors, chewing Paan or smoking etc. The personnel shall not indulge in playing cards, hearing of music from mobile set, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of BSNL.
 - n. The personnel should leave the campus immediately after completion of their work on the campus.
 - o. The personnel will abstain from taking part in any staff union and association activities.

- p. BSNL reserves right to impose penalty as per penalty clause for any violation of the terms and conditions of this contract by any of the functionary or employees of the contractor.
- q. The contractor shall be responsible for any theft by his worker/workers of the items from the rooms or any other area of the BSNL premises. The details of the stolen materials/ stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of BSNL authorities on this will be final and binding on the contractor.

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) **"The Purchaser"** means the GM Telecom BA-Solan.
- (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 services under the contract.
- (d) **"The services"** means all the works required to be executed to the purchaser under the contract. .
- (e) **"The Award of work"** or **"Letter of Intent"** means the intention of Purchaser to place the Work Order on the bidder.
- (f) **"The work 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 vendor under the work order for the full and proper performance of its contractual obligations.
- (h) **"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.
- (i) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

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

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 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 **7 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 by Addendum through e-tendering portal 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 11.1
- (d) A Bid form and price schedule completed in accordance with clause 9A & 9B.

8.0 BID FORM

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

9.0 BID PRICES

9.1 The bidder shall give total composite price inclusive of all levies and taxes (but excluding GST). The price need to be indicated up to two decimal points only against the services it proposes to supply under the contract as per the price schedule given in Section 9 Part B. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.3 Service charges will remain fixed during the entire period of contract. However minimum wages as revised / notified by Govt. of India/ Ministry of Labour & employment from time to time, if any, will be borne by BSNL.

9.4 The price approved by BSNL for procurement will be inclusive of all as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 3 of Sec-5 Part A of Bid-document. Travelling charges at the consignee end shall be borne by the supplier.

9.5 **Service charges quoted by the bidder should not below 0 (Zero),in such case bid will be rejected out-rightly.**

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. An affidavit related certificate should not be older than six month from Tender floated.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I Part A and Section-4 Part B.
- c) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
- d) Photo Copy of GSTIN Registration Number (Duly attested.)
- e) Certificates from all Directors (in case of company) and members of firm (in case of partnership) and by sole proprietor stating that none of their near relatives are working in BSNL in accordance with clause 32 as required in clause 3(a)(VIII) of Section-2.
- f) Certificate of incorporation.
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. In case of sole proprietor any document certifying the sole proprietorship of

bidder may be submitted or an affidavit on stamp paper of Rs. 10/- attested by Notary in case of sole proprietorship.

- h) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
- i) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India if applicable.
- j) Attested copy of ESI Registration Certificate (Wherever ESI is applicable). For other stations where ESI not available, an affidavit (attested by Notary public) to be given that medical insurance will be submitted within one month signing the agreement.
- k) Registration particulars with EPF commissioner and Central labour commissioner duly attested.
- l) **Scanned copy of latest satisfactory performance certificate if currently working in BSNL/MTNL/DOT/PSU, if not working a declaration in this regard will be prepared by the bidder and uploaded. If the bidder had worked in BSNL Solan BA during last one year than satisfactory performance certificate issued from BSNL Solan BA is must to be uploaded. Non submission of this document will result in summarily rejection of the bid.**
- m) Latest Income Tax return filed with acknowledgement.
- n) Attested copy of valid labour licence by labour commissioner should be submitted along with the bid. In case the bidder has no labour licence, he has to submit the same within one month from the receipt of LOI from BSNL.
- (o) A declaration on bidder's letter head to the effect that:-
 - i) He will comply all the conditions of Industrial Disputes Act as per latest Amendment of India Disputes Act and contract labour Act.
 - ii) He will comply with the provisions of Minimum Wages Act.
 - iii) He will comply with the provisions of EPF / Misc. provisions ACT-1952 /EPF Scheme-1952, compensation Act and all other provision of the labour laws applicable on engagement of labour
 - iv) He will comply with the ESI Act, as per latest instruction of ESI Authority.
 - v) The bidder understand that the bill will be passed by the Bill passing authority only if the contractors submit the declaration regarding compliance of terms and conditions of EPF act, 1952 & Min. wages Act, industrial dispute Act, ESI Act etc.
 - vi) He will comply with all the central and state labour laws including laws finding reference in indemnification clause 15 of Section 5 Part-A.

Note 1: Documents at S. No 10.1(h), (i), are applicable in case of tenders with estimated cost more than Rs 1 Crore.

11.0 DOCUMENTS ESTABLISHING GOODS/ SERVICE CONFORMITY TO BID DOCUMENTS

11.1 A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to

the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions (Section- 5 Part A, B) shall not be considered. (as per format in section 7D)

11.2 For the purpose of compliance to be furnished pursuant to the clause 11.1 above, the bidder shall note that the standards for the workmanship.

12.0 BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

12.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

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

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

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of work satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered services in pursuance to clause no. 24.4 & 27.3 of this section.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the letter of intent and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual/company/ firm as applicable.

12.8 No interest shall be paid on the amount of EMD, deposited against the tender.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

14.1. The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature 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.

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 individual/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 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.
- (e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

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 are called under

a) Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes through etender portal;

The First digital envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second digital envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B .

15.2 a) The envelope for submission of offline documents shall be addressed to the purchaser inviting the tender at the address given below:-

AGM (Admn) O/o GM Telecom BA-Solan

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 envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bidder's offline documents unopened in case it is declared to be received 'late'.

d) The offline document as required in tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person to AGM (Admn) O/o GM Telecom BA-Solan. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

e) Offline documents delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in DNIT to AGM (Admn) O/o GM Telecom BA-Solan. The purchaser shall not be responsible if the offline documents are delivered elsewhere.

f) Venue of Tender Opening:

(i) In the chamber of AGM (Admn) O/o GM Telecom BA-Solan at specified time & date as stated in NIT.

15.3 if the envelopes containing offline documents is not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all the services required as per requirement of the Bid Documents.

17.0 LATE BIDS

17.1 No bid shall be accepted either online by E-Tender Portal 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 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 the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

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

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

(i) At the time of opening the bids, initially envelope containing offline documents of all bidders will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidders will be admitted who would have submitted required documents as offline submissions.

(ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages 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 CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

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

- a) Name of the Bidder
- b) Name of the item

- c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) GSTIN

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 outrightly 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 If there is a discrepancy between words and figures, the amount in words shall prevail. If the service provider does not accept the correction of the errors, its bid shall be rejected.

21.3 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 service deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 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.

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a service/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 rates quoted per month per site excluding GST as per Section -9 Part -B
- (a) GST shall be paid extra as per the rate applicable at the time of issue of work order and shall not be taken while calculation of total cost as detailed above.
 - (b) 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.
 - (c) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER/ AWARD OF CONTRACT:

- 24.1. The Purchaser shall consider placement of orders for services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable by the purchaser.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered value on the bidder with the lowest evaluated price.
- 24.4 In the event of MSME bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second award of work) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional services, due to non-acceptance of respective quantity by MSME bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a)** The tender shall remain valid for one year. However GM Telecom BA-Solan reserves the right to vary the value of tender to the extent of -25 % to +25 % of estimated limits as mentioned above without any change in unit price or other terms & conditions at any time during the contract period.
- (b)** The contract period may be further extended for a period upto one year with 25% NIT value 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.

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. Award of Work/Letter of Intent.

- 27.1. The issue of a letter for Award of work/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 letter of intent, give its acceptance along with performance security/security deposit in conformity with the proforma provided with the bid document at Section-7B or Security deposit in the of form of Demand Draft.
- 27.3 L-1 bidder may be issued letter of intent in two stages. The first letter shall be issued for L-1 quantity as defined in clause above. The second letter of intent may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A. Subsequent LOI may be issued at the time of exercising of powers by purchaser for variation of estimated limits as prescribed in 25 (a) above.

28. SIGNING OF CONTRACT

- 28.1 The signing of agreement shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..
- 28.3 The bidder shall execute an agreement on non-judicial stamp paper of Rs. 100/- only at his own cost.

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 take decision at its own discretion to call for new bids.

30. **REJECTION OF BIDS**

30.1 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. However the Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a service/material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder as described in clause 21.5 of Section 4 Part-A.
- c) Clause 11.1 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) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

30.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 30.1(a), 30.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, 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.

30.3 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.

30.4 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.

30.5 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.

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

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

- a) Does not supply the services in time;
- b) services does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.

32. NEAR-RELATIONSHIP CERTIFICATE

32.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

32.3 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

33. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Note for Tender opening Committee:

At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 7 of Section-4 Part A.

This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.

These papers will be treated as authentic one, in case of any dispute.

34. 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.

35. Reservation/ Procurement from MSE units: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

Note – This clause shall be deleted if not applicable for the tender.

Appendix-1 to Section 4 Part A

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

1(b) c o n t d.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	<ul style="list-style-type: none"> i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' Clause 12 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	c) for amount higher than that approved by BSNL for that service.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	<ul style="list-style-type: none"> iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has	<ul style="list-style-type: none"> i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending

	become unsound and in case of a limited company, if it is wound up or it is liquidated.	work does not affect the working or use of the services receivediii) Under take work at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work iat the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Recovery of dues shall be made from the pending bills/ security deposit of vendor. In case no pending bills/ security deposit is available than take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
10		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
con-td.	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.

11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course.	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9:Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.</p>		

**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

The eligible bidders should be

- (i) Indian companies registered for provision of services of tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable.
- (ii) Partnership Firm.
- (iii) Sole proprietor.

The bidder shall obtain valid license wherever required as per any law of Government of India during the period of contract.

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 in a separate cover. The bank guarantee 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

- (i) The work shall be awarded to L1 bidder. However there shall be reservation quantity for MSME bidders as given in Table 1 below.

Table 1 (With provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)	Qty earmarked for MSE bidder(s) (Col. 3)
	L1	
One bidder	80%	20 %

Note 1: If no eligible MSE bidders are available then aforesaid earmarked 20% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100%.

Note 2: If L-1 happens to be MSE bidders then they will be given 100% allotted quantity. In case, there are L-2 MSE bidders whose quoted price is within +15% of L-1 price then 20% reserved quantity shall be distributed amongst such MSE bidders.

Section- 4 Part C

E-tendering Instructions to Bidders

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
 - 1) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
 - 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

REPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and

complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in DNIT unless otherwise agreed by BSNL.

2. PERFORMANCE SECURITY

- 2.1 All suppliers including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security in shape of cash/demand draft in favour of AO (Claim) O/o GM Telecom BA-Solan or FDR pledged to AO (Claim) O/o GM Telecom BA-Solan or PBG in favour of AO(Claim) O/o GM Telecom BA-Solan to the purchaser for an amount equal to 10% of the value of Award of work within 14 days from the date of issue of letter of intent by the Purchaser.
- 2.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's/ service provider's failure to complete its obligations under the contract.
- 2.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 2.4 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.

3. PAYMENT TERMS

- 3.1 The Bill of vendor will be processed by AGM (Admn) O/O GM Telecom BA-Solan on submission of bills. The payment will be made by AO(CSC-ERP) % CGMT HP Circle Shimla. For claiming this payment the following documents are to be submitted to the paying authority.
 - (a) Vendor has to submit Tax (GST) Invoice in triplicate clearly indicating GSTIN registration number(Vendor & BSNL both) and break up details of composite price i.e. Basic, GST etc.
 - (b) Necessary work done satisfactory certificated duly endorsed by SDE/Incharge concerned and countersigned by DET.
 - (c) The bills will be supported with;
 - I. Site wise Attendance Certificate & Satisfactory services certificate from the concerned SDE/JTO regarding satisfactory services and attendance sheet duly counter signed by the DE concerned.
 - II. Certificate regarding 'no complaints received from persons engaged for the said work regarding wage payments' duly signed by SDE and DE in-Charge.
 - III. Documents regarding payment of EPF, ESI (or Medical Insurance) and GST etc. payable by the contractor as per his Statutory Obligations. Bidder shall provide confirmation receipt issued by EPFO i.r.o contribution of the employer /employees with EPF authorities with the bills.

- IV. Payment to engaged person will be made by the bidder through NEFT/RTGS or by crossed a/c payee cheque and proof of payment to the employees shall be submitted.
 - V. Proof of payment of GST.
 - VI. Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances
- (d) List showing the details of the worker engaged.(Annexure-III)
 - (e) Duration of their engagement.(Annexure-III)
 - (f) The amount of wages paid to such labourers/workers for the duration in question and proof of payment to engaged labourers/workers as per latest CLC guidelines applicable to Central Government.
 - (g) Amount of EPF /ESI contribution (both employer's and employee's contribution) for the duration of engagement in question, paid to the EPF/ ESI authorities.
 - (h) Copies of authenticated documents of payments of such contribution to EPF authorities of last month (Bank payment receipt or online payment transaction proof) and
 - (i) A declaration from the contractor regarding compliance of the conditions of EPF Act,1952 , Documents regarding GST and ESI payment with proof.
 - (j) The above data should be exclusively for persons (With name, Unique id/EPF a/c number registered with EPFO) employed in the BA and not as a whole engaged by the agency and
 - (k) TDS/TCS shall be deducted at prescribed rate, if any (as the case may be).
 - (l) Vendor should submit the bill within 30 days after completion of work.
 - (m) 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.
 - (n) 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.

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) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

4) 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.

3.2. The bidder has to give the mandate for receiving electronically and the charges, if any, levied by bank has to be borne by the bidder/ vendor/supplier. The bidder company is required to give the following information for this purpose:-

- (a) Beneficiary Bank Name:
- (b) Beneficiary branch Name:
- (c) IFSC code of beneficiary Branch
- (d) Beneficiary account No.:
- (e) Branch Serial No. (MICR No.):

4. PRICES

4.1 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-4.2 mentioned below.

4.2 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 work order as per GST 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 GST.
- (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.

4.3 Any increase in GST 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.

5. SUBCONTRACTS

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

6. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 6.1 Delivery in performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its work order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to cancel the work order and recover liquidated damage/penalty charges. The cancellation shall be at the risk and responsibility of the supplier and purchaser reserves the right to procure services from other sources at the risk and cost of the defaulting vendors.
- 6.2 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/penalty charges, and/ or
 - (c) termination of the contract for default.
- 6.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the performance of service as per delivery schedule.
- (a) In any case, if the above conditions are not met out by the vendor and work not executed within the stipulated period of work order, penalty will be as per clause 7 of section 5 (A) of tender document.

7. LIQUIDATED DAMAGES/Penalty clause.

- 7.1 In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the BSNL reserves the right of deduction of proportionate amount of wages from the bills payable.
- 7.2 In case the contractor fails to execute/perform the assigned works or a part thereof, BSNL shall be authorized to make proportionate deductions of wages payable from the bills of the contractor.
- 7.3 In case of non-execution of the work, the work will be got done from the open market and the amount so paid for the said work will be deducted from the bill or security.
- 7.4 In addition to 7.1 to 7.3 above, penalty up to Rs. 500/- per day per site may also be deducted from the bill or security deposit. The penalty as above may also be imposed for any violation of the terms and conditions stated in the tender documents.
- 7.5 The total penalty as per clause 7.1 to 7.4 shall be subject to the maximum of 15% of the value of agreement.
- 7.6 For repeated violation of term & conditions, BSNL reserves right to cancel the contract & forfeit performance security. The contractor will be barred to bid for one year.
- 7.7 During the contract period, any damages/loss caused due to the negligence of the contractor or his employee or any breach of tender condition, GM Telecom BA-Solan reserves right to recover all such damages or loss from the security deposit and terminate the contract.
- 7.8 a) GM Telecom BA-Solan reserves the right to impose the penalty @ 10% of the work order amount if the contractor fails to commence the work within 15 days after issue of the work order.
- b) GM Telecom BA-Solan reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within one month after issue of the work order.

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

8. FORCE MAJEURE

8.1 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.

8.2 Provided also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at price to be fixed by BSNL, which shall be final, all unused undamaged and acceptable materials, bought out components and stores in the course of execution of the contract in possession of the contractor at the time of such termination of such portions thereof as BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of BSNL elect to retain .

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

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

- (a) Failure to deliver and/ or provide any or all of the services within the time period(s) specified in the contract,
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Services does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

10. TERMINATION OF CONTRACT

10.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts

a). If the contractor fails to provide service within the period (s) specified in the contract or any extension thereof granted by BSNL;

b). If the contractor fails to perform any other obligation(s) under the contract.

10.2 BSNL may, without prejudice to any other rights under law or the contract, will have right to get the work done at the risk and cost of the contractor, in above circumstances.

10.3 BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without

affecting its right of action or remedy as hirer.

- 10.4 **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.

11. ARBITRATION

- 11.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided here under.
- 11.2 A party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter, If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- 11.3 The number of the arbitrators and the appointing authority will be as under :

.Claim amount (excluding claim for counter claim, if any)	.Number of arbitrator	.Appointing Authority
Above Rs. 5Lakhs to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

- 11.4 Neither party shall appoint its serving employee as arbitrator.
- 11.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.
- 11.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid
- 11.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of

the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.

11.8 Fast Track Procedure –

- 11.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).
- 11.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- 11.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions field by the parties without oral hearing;
 - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 11.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 11.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.
- 11.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 11.8.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
.Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
.Above Rs.5 Crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- 11.8.8 In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.

11.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or BA Headquarter (as the case may be).

11.8.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act,1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

12. 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.

13. FALL CLAUSE

13.1 The prices once fixed will remain firm during the period of contract except for the provisions in clause 4.1 of Section-5A.

14. COURT JURISDICTION

14.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of letter of intent shall be subject to the jurisdiction of the court at Solan only.

14.2 Where a vendor 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 Solan 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.*

15. INDEMNIFICATION

15.1 The successful bidder is solely liable to fully indemnify and keep BSNL indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the BSNL on account of acts of omission/commission attributable to successful bidder/contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts and with latest amendments. BSNL shall be vested with sole discretion to determine damages/loss suffered on account of above from the dues payable or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the successful bidder at any point of time, with the following laws and their latest amendments.

- (a) Bonded Labour System (Abolition) Act, 1976.
- (b) Contract Labour (Regulation and Abolition) Act, 1970.
- (c) Child Labour (Regulation and Prohibition) Act, 1986.
- (d) Employees provident fund and miscellaneous provisions Act, 1952.
- (e) Employees State Insurance Act, 1948.
- (f) Equal remuneration Act, 1976.
- (g) Industrial Disputes Act, 1947.
- (h) Industrial Employment (Standing orders) Act, 1946.
- (i) The Labour Laws (exemption from furnishing returns and maintaining registers by certain establishments) Act, 1988.
- (j) Minimum Wages Act, 1948.
- (k) Payment of Bonus Act, 1965.
- (l) Payment of Gratuity Act, 1972.
- (m) Payment of Wages Act, 1936.
- (n) Workman Compensation Act, 1923.
- (o) Employees Liability Act 1938
- (p) Maternity Benefits Act 1961
- (q) Apprentices Act, 1961

15.2 The contractor shall maintain all the statutory registers, required under labour laws. The contractor shall also produce these records on demand by purchaser. If he fails to do so, his failure will be a breach of the contract and purchaser may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts

16. GST Invoice

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.

- 16.5. 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
- 16.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 16.7. 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.
- 16.8. DELTED
- 16.9. 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) Vendor needs to pay the entire self-assessed tax on timely basis.
- (iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
- (v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.
- (vi) A self-declaration 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 to ensure that no loss of input tax credit is borne by BSNL due to default of

supplier.

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

16.11. 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.

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

SECTION –5 Part B
SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

- (i) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- (ii) BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- (iii) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 - a. All wages and allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
 - b. It is mandatory that the payment to the contract workers shall be made only through account payee cheque or Online in the presence of authorized representative of BSNL. Requisite records and statements are required to be kept handy for the purpose of inspection by BSNL Authority or Parliament Committee or Labour Authorities.
- (iv) No sub-contracting is permissible by BSNL.
- (v) The contractor shall assign the site/job only to qualified experienced workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BSNL shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.
- (vi) The contractor shall also ensure effective supervision of the jobs in all the locations.
- (vii) The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the services.
- (viii) The contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers, Identity cards bearing their photographs. This shall be ensured by the contractor, without any extra cost to BSNL.
- (ix) BSNL reserves right to offer counter offer price(s) against price(s) quoted by the Bidder.
- (x) The contractor shall be responsible for any legal dispute/case/claims that have arisen or may arise during the currency of the contract.
- (xi) The contractor shall be responsible for compliance of all the laws, rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- (xii) Notwithstanding anything contained in the Bid document, the successful bidder shall have to

furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement.

- (xiii) The BSNL will not be responsible for any dispute arising out of contravention of labour laws. It will be sole responsibility of the contractor.
- (xiv) The BSNL will not be responsible for any idleness of worker when the contractor requisitions the excess workers.
- (xv) The BSNL will not be responsible for any accident or any mis-happening during the execution of work. Compensation to the worker of any kind will have to be paid by the contractor as per rules / Labour laws.
- (xvi) The successful bidder should also get annual certificate from EPF Commissioner for fulfilments / compliance of the provision of EPF & Miscellaneous provision Act-1952 and shall be liable to comply with the provision of EMPLOYEES PROVIDENT FUND SCHEME - 1952 in respect of LABOURS / WORKERS engaged by him for performance of the work of BSNL and no extra charges shall be payable by BSNL on this account.
- (xvii) The contractor will mention service Tax/ GST No. and PAN/TAN No. in every bill.
- (xviii) The bidder /Contractor must also comply with the following:-
 - a. The contractor/contractors should have license from labour Dept. for engaging labour/workers if applicable.
 - b. The salary slip should be issued to each worker every month.
 - c. The payment to the worker should be made only through account payee cheque or Online in the presence of authorized representative of BSNL..
 - d. The EPF should be deducted & the same should be deposited in the name of worker engaged.
 - e. The staff/workers deployed by the contractor shall wear a neat, clean and proper uniform issued to them by the contractor, during the duty hours. The contractor shall also issue proper laminated identity cards to his workers deployed in the complex, who shall permanently display their identity cards while on duty.
 - f. Workers engaged are required to get their health check up from ESI dispensary at regular intervals.
 - g. The staff deployed by the contractor should be sufficiently educated to carry out the work.
 - h. On special occasion if any additional manpower is required the contractor will supply the same without any extra cost.
- (xix) The agency shall deploy at current level of work, sufficient number of worker to ensure proper telecom. Infrastructure maintenance.
- (xx) Work shall be from 09:30 to 18:00 hrs on Monday to Saturday with a lunch break. The contractor may be called upon for the sites on Sundays or Gazetted holidays also, if required, without any extra charge.
- (xxi) It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's work force for carrying out the contracted works. BSNL will have no liability in these regard at any stage.
- (xxii) For all intent and purposes, the successful contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of work force deployed for contractual services.
- (xxiii) Minimum wages: Minimum wages, as prescribed by Ministry of labour and employment, office of the Chief Labour Commissioner (c) New Delhi or as prescribed by the state Govt.,

whichever are higher, will be applicable.

- (xxiv) The successful bidder should deposit EPF/ESI dues timely with respective authorities & submit proof within due date to this office. In case the contractor fails to deposit EPF/ESI contribution within due date, the BSNL reserves the right to deposit the same and would recover it from the contractor's bill. For this purpose, the labour component as estimated by BSNL would be final.
- (xxv) The Bid document issued to the Bidder is non transferable.
- (xxvi) Bidders are advised to visit the site of the work and acquaint themselves of all site conditions prior to submission of their bid. Failure to visit the site shall in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this bid document with the quoted price.
- (xxvii) Income Tax and any other statutory tax as applicable shall be deducted from all bills as per rule.
- (xxvii) The bidder shall strictly follow minimum wages act, 1948 and subsequent amendments issued from time to time. Payment of wages shall be ensured up to 7th of every month for the preceding month to the workers by the contractor.
- (xxix) The contractor shall abide by rules, regulation and other instructions issued by the local Government/Government of India.
- (xxx) The contractor will ensure that the workers employed by him should not be of any criminal or terrorist background.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

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/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the vendor from participation in its future tenders.

Date:

Signature of Tenderer

Place: Name of Tenderer

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 32.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

Signature of the tenderer
With date and seal

6 (C) PAYMENT INSULATION UNDERTAKING

I/We undertake that I have sufficient capital resources to execute the scope of this tender and will make due payment to our firms labour / employees assigned to execution of the tender no..... ofBusiness Area (BSNL) as per laws every month insulating it from payments from BSNL. I/We also **under take**to perform in faithful & efficient manner the work of this tender without linking it to payments fromBSNL.

Signature of the tenderer
With date and seal

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 21..... (hereafter known as the "Validity date") in favour of (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

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

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

the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B.G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim) BSNL O/o GM Telecom BA-Solan" payable at Solan.
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 Bank Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance Bank guarantee.

Whereas.....(hereafter referred to as BSNL) has issued an AWO no. Dated/...../21..... 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 Rs./- (hereafter referred to as "P.B.G. Amount") valid up to/...../21.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.B.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.B.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim) O/o GM Telecom BA-Solan" payable at Solan.
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

.....
Name 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: Maximum two representatives will be permitted to attend the Bid opening

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

7(D)- CLAUSE BY CLAUSE COMPLIANCE

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

SN.	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of “General Commercial Conditions “of Section-5 Part-A	FULLY COMPLIED
2	All clauses of “Special Commercial Condition of Contract” of Section-5 Part-B	FULLY COMPLIED
3	All clauses of Scope of Work, requirement of quantity, SOR (Section-3 Part A, B & C)	FULLY COMPLIED
4	All clauses of “General Instruction to Bidders” of Section-4 Part-A	FULLY COMPLIED
5	All clauses of “Special Instruction to Bidders” of Section-4 Part-B	FULLY COMPLIED
6	All clauses of “E-tendering Instruction to Bidders” of Section-4 Part-C	FULLY COMPLIED

- The bidder should mention ‘FULLY COMPLIED’ in the column ‘C’ above, otherwise a statement of deviation may be submitted as per clause 30.1(c) of Section -4 Part-A.

7(E) - NO DEVIATION STATEMENT

NO DEVIATION STATEMENT

SN.	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of "General Commercial Conditions "of Section-5 Part-A	NO DEVIATION
2	All clauses of "Special Commercial Condition of Contract" of Section-5 Part-B	NO DEVIATION
3	All clauses of Scope of Work, requirements of quantity, SOR (Section-3 Part A, B & C)	NO DEVIATION
4	All clauses of "General Instruction to Bidders" of Section-4 Part-A	NO DEVIATION
5	All clauses of "Special Instruction to Bidders" of Section-4 Part-B	NO DEVIATION
6	All clauses of "General Instruction to Bidders" of Section-4 Part-C	NO DEVIATION

- The 'No deviation statement' should be given as per clause 30.1(c) of Section - 4Part-A.
- The bidder should mention ' NO DEVIATION' in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 30.1 (c) of section-4Part-A.

SECTION- 8

Bidder's profile & Questionnaire.

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

2 size Photograph of the tenderer/ Authorized Signatory holding power of attorney.

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....
 Telephone No. Mobile No. FAX No.
 email id

3. Address of place of Works/

Telephone No. Mobile No. FAX No

VENDOR CODE (if already registered in BSNL) -----

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 in Solan BA. ? If so state its Address

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1
GSTN 2

GSTN 3 and so on

- 11. EPF/ESI No.....
- 12. Labour Registration No. & Authority to which registered

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 number of tendered manpower which you are capable of supplying within the short given period.

Name of the tendered Item	Number of manpower that can be supplied by the firm within scheduled period.

4. Suggestion for improvement of the tender document.

.....
.....

Place.....

Signature of vendor

Date

Name of vendor

SECTION-9 Part-A

BID FORM

To From,

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

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

Ref: Your Tender Enquiry No. Dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer for maintenance of telecom. Infrastructure in Solan business area 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 180 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. 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.
5. 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).
6. Until a formal agreement 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 21...

Witness
 Signature.....
 Name
 Address

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

SECTION 9 Part-B
(Financial Bid)

TENDER NO:G/GMTD/Solan/Tender/Infra Mtce/2020-21/10 Dated: 19/04/2021

Rates for “Maintenance of telecom. Infrastructure in Solan business area” as per specifications laid down in Tender Document.

SCHEDULE OF RATES(PRICE SCHEDULE)

S.N.	Description	Unit	Rate (in figures) in Rs.	Rate (in words) in Rs.
1	Maintenance of telecom. Infrastructure in Solan business area as per scope of work mentioned in Section-3 Part A.	Per month per site		

Note: -

- (i) Rates are inclusive of all Taxes, levies but excluding GST. GST will be paid extra.
- (ii) No modification to be made in Section 9 Part A & B. Bid Form and Price Schedule in any other format shall be rejected.
- (iii) Rate per site per month for Maintenance of telecom. Infrastructure in Solan business area will remain fixed during the contract period. However minimum wages as revised / notified by Govt. of India/ Ministry of Labour & employment from time to time, if any, will be borne by BSNL.
- (iv) The Contractor will responsible to pay minimum wages as per wage rates finalized by Government of India, Ministry of Labour & Employment, New Delhi to labourers. The wages will be based on basic rates and variable dearness allowance from Time to Time.
- (v) The Contractor will responsible to pay EPF /ESI contribution (both employer's and employee's contribution) for the duration of engagement in question with EPF/ ESI authorities as per detail given below:
 - (a) ESI- 4% of Basic wages(BW) plus Variable Dearness Allowance(VDA) [i.e Employer share- 3.25%, Employee share-0.75%)
 - (b) EPF- 24% of WB plus VDA(Employer share- 12%, Employee share- 12%)
 - (c) Employees Deposit Linked Insurance(EDLI)-0.5% WB plus VDA
 - (d) Administrative charges- 0.5% WB plus VDA
- (vi) The L1 will be calculated on the basis of Rates per month per site offered by the bidder.

Signature of the Bidder
With Rubber Stamp

Annexure-I
Agreement Bond

This agreement is made and entered into this day-----between the AGM (Admn) O/o GM Telecom BA-Solan, HP on behalf of GM Telecom BA-Solan, HP, herein after called the first party and M/S -----, herein after called second party (The contractor) for Maintenance of telecom. Infrastructure in Solan business area as defined in Section-3 Part-A, B & C of tender document. The terms and conditions of TENDER NO. **G/GMTD/Solan/Tender/Infra Mtce/VOL-I/2020-21/10 Dated: 19/04/2021** (Annexure-A) shall form the integral part of this agreement.

Whereas the second party represents to engage in the business of Maintenance of telecom. infrastructure in Solan business area (as defined in Section-3 Part-A, B & C of tender document)

Whereas the first party is desirous of getting jobs for Maintenance of telecom. infrastructure in Solan business area. (as defined in Section-3 Part-A, B & C of tender document) by availing the services from the second party for the purpose. This agreement is for the period of ----- months w.e.f. ----- to ----- and further extendable up to ----- months if competent authority decides. Now therefore it is mutually agreed between aforesaid parties as follow:-

S. NO	Nature of work	Approved cost of work as per AWO	Approved rate per month per site (as per section -9 Part B) inclusive of all taxes/levies except GST (in Rs.)
1	Maintenance of telecom. infrastructure in Solan business area		

All terms and conditions defined as per TENDER NO. **G/GMTD/Solan/Tender/Infra Mtce/VOL-I/2020-21/10 Dated: 19/04/2021** and as per LOI No. ----- dated at Solan the ----- (Annexure-B) and accepted / signed by the second party as per bid offer, & as per their letter No. ----- dated ----- (Annexure –C) respectively shall form part of the agreement. The firm has deposited performance security in shape of PBG No.----- dated ----- or FDR no datedequivalent to Rs. -----/- in the office of GM Telecom BA-Solan, H.P. - 173211.

In witness there of those present have signed on behalf of the respective party here to duly authorized officer.

Signature of the contractor
In presence of
1.
2.

Signature of authorized BSNL Officer
In the presence of
1.
2.

Annexure-II

**COMPREHENSIVE AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM
TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT/ OR BY GST AUTHORITIES.
(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate
by the bidder)**

- 1) I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred in the past by BSNL or any other Government organization from taking part in Government tenders.

Or

- 2) I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- was blacklisted or debarred by BSNL, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.
- 3) I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- has not been blacklisted by the GST authorities.
- 4) I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- was blacklisted by the GST authorities w.e.fto The ban is over now on dated.....and now firm/company/individual is free from GST blacklist.

In case the above information found false, I/We are fully aware that the tender/ contract will be rejected/ cancelled by O/o GM Telecom BA- Solan, H.P.-173211 and EMD/SD shall be forfeited. In addition to the above O/o GM Telecom BA-Solan, H.P.-173211 , will not be responsible to pay the bills for any completed / partially completed work.

Signature -----
Name -----
Capacity in which assigned: -----
Name & address of the firm: -----
Date: Signature of Bidder with seal.

Annexure- III

FORMAT OF DETAILS OF LABOUR/ WORKER ENGAGED FOR MAINTENANCE OF TELECOM. INFRASTRUCTURE IN SOLAN BUISNESS AREA. (To be submitted along with BILL/INVOICE)

Month/Year: _____

Sl.	Name of Worker	Address	Duration of engagement	Total Wages	Amount of EPF deducted & deposited with EPF authority	Amount of ESI deducted & deposited with ESI authority.	Net Wages paid

Signature of the bidder

**Annexure-IV
Check List**

SNo	Item	Status	Document attached at sr. no.
Envelop-I (Technical Bid)			
1	Cost of the tender document in the form of DD/Banker cheque) (In Original) or valid documentary proof for exemption.	Yes/ No	
2	Bid Security in the form of DD/Banker cheque/ Bank Guarantee as per NIT (In Original) or valid documentary proof for exemption.	Yes/ No	
3	Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of section Part-A.	Yes/ No/NA	
4	Integrity pact(if applicable)	Yes/ No/NA	
5	Proof of experience as per clause 4 of DNIT	Yes/ No	
5	Valid PAN Card.	Yes/ No	
6	Valid GST Registration Certificate(s)	Yes/ No	
7	Declaration from bidder that he/she/firm is not blacklisted by GST authority./ or by DOT/BSNL/Govt. Deptt. (as per Annexure-II)	Yes/ No	
8	Registration Particulars with EPF Commissioner.	Yes/ No	
9	Clause by clause compliance & No Deviation Statement (As per Section 7(D) & 7(E))	Yes/ No	
10	Bidder profile & Questionnaire duly filled & signed as per Secion -8	Yes/ No	
11	Non-Relation Certificate duly filled & signed. (As per Section 6(B)	Yes/ No	
12	Undertaking and Declaration as per Section-6(A), 6(C) duly filled up and signed	Yes/ No	
13	Tender documents duly filled & signed on each page and also at every corrections/over writing by the tenderer for having read it & accepted.(On-Line scanned document)	Yes/ No	
14	Scanned copy of Bid Form duly filled & signed (As per Section-9 Part A.)	Yes/ No	
15	Certificate of Incorporation in case of a company.	Yes/ No	
16	Article & Memorandum of Association of company or partnership deed or proprietorship deed as the case may be. In case of sole proprietor any document certifying the sole proprietorship of bidder may be submitted or an affidavit on stamp paper of Rs. 10/- attested by Notary in case of sole proprietorship.	Yes/No	
17	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.	Yes/ No	

18	Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India if applicable.	Yes/ No	
19	Valid ESI Registration Certificate (wherever ESI is applicable) or For other stations where ESI is not available, an affidavit (attested by Notary) to be given that medical insurance will be submitted within one month of signing of agreement.	Yes/ No	
20	Latest Income Tax return filed with acknowledgement.	Yes/ No	
21	Attested copy of valid labour licence by labour commissioner.	Yes/ No	
22	A declaration on bidder's letter head as per tender clause 10(O) of section 4 Part-A.	Yes/ No	
23	Letter of Authorization to attend Bid opening event (As per section 7 (C)	Yes/ No	
24	Scanned copy of latest satisfactory performance certificate as per tender clause 10(l) of section 4 Part-A.	Yes/No	
Envelope - II (Financial Bid)			
1	Price Schedule as per Section-9 PartB (Online-submission only)	NA	NA

Note: (1) Technical Bid: Documents at Sr. 1 to 3 to be submitted off-line and rest all documents to be uploaded as scanned copies. **(2) Financial Bid:** Price Schedule as per Section-9 PartB **(Online-submission only)**